# THE BOND STREET SALE Sunday 6 December 2015

# Bonhams

LONDON





# THE BOND STREET SALE

Sunday 6 December 2015 at 14:30 101 New Bond Street, London

#### VIEWING

Friday 4 December 14.00 - 18.00 Saturday 5 December 9.00 - 17.00 Sunday 6 December from 9.00

#### SALE TIMES

Sunday 6 December: Motor Cars 14.30

#### SALE NUMBER

22729

#### CATALOGUE

£30.00 + p&p

#### BIDS

+44 (0) 20 7447 7447 +44 (0) 20 7447 7401 fax To bid via the internet please visit www.bonhams.com

Live online bidding is available for this sale Please email bids@bonhams.com with "Live bidding" in the subject line 48 hours before the auction to register for this service

### ENQUIRIES

Motor Cars +44 (0) 20 7468 5801 +44 (0) 20 7468 5802 fax ukcars@bonhams.com

#### **CUSTOMER SERVICES**

Monday to Friday 08.30 - 18.00 +44 (0) 20 7447 7447

Please see page 2 for bidder information including after-sale collection and shipment

Please see back of catalogue for important notice to bidders

Bonhams 1793 Limited

Registered No. 4326560 Registered Office: Montpelier Galleries Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900 +44 (0) 20 7393 3905 fax

#### Bonhams 1793 Ltd Directors

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# **General Information**

#### Admission

Bonhams has the right at its sole discretion without assigning any reason therefore to refuse admission to its premises or attendance at any of its sales by any person.

#### Absentee Bids

Bonhams will execute bids when instructed. Lots will be bought as cheaply as is allowed by other bids and Reserves.

#### References

Intending Buyers should supply bankers' references. The references should be supplied to Bonhams in time to allow them to be taken up before the Sale. Unless arrangements are made with Bonhams for payment in advance of the Sale all Lots will be removed to storage immediately after the Sale at the Buyers' cost. In any event, the Purchase Price should be paid to Bonhams not later than 12 noon on the day after the Sale. Attention is specifically drawn to Condition 6 of the Buyers' Agreement as printed in this Catalogue.

#### **Bidder Registration**

To recognise bidders during the Sale all intending Buyers are required to complete a Bidder Registration Form giving full identification and appropriate references before the Sale which will enable them to bid by means of a number allocated to them.

#### Premium

Like the vast majority of auctioneers Bonhams charge what is known as a Buyer's Premium on the Hammer Price of each Lot purchased and is subject to VAT. Some lots may also be subject to VAT on the Hammer Price and these lots will be clearly marked with a symbol ( $\uparrow,\Omega,\star$ ) printed beside the lot number in the catalogue.

For Motor Cars and Motorcycles the Buyer's Premium will be 15% on the first  $\pounds$ 50,000 of the Hammer Price of each Lot, and 12% on the balance thereafter.

Buyers' attention is drawn to Condition 7 of the Notice to Bidders. VAT at the standard rate is payable on the Premium by all Buyers, unless otherwise stated.

#### Damage

Any viewer who damages a Lot will be held liable for all damage caused and shall reimburse Bonhams or its agents for all costs and expenses relating to rectification of such damage.

#### Important changes to V5C Registration Document procedures

In order to comply with the Driver and Vehicle Licensing Authority's (DVLA) procedures for updating a change of keeper for a motor vehicle, Bonhams has now changed their policy on the handling of V5C Registration documents, upon full payment by the buyer.

If we have not received confirmation of the new keeper's name and address 14 days from the date of the sale, we will write to you requesting this information.

If, after 28 days from the date of sale, we still have not had contact from you, we will update the new keeper to the name and address shown on your Bonhams client account.

Should your address be from outside the United Kingdom, we will inform the DVLA that the vehicle has been exported.

If you wish the new keeper details to be updated in any other way please make contact with the Sale Administrator as soon as possible.

Please Note: Once the V5C has been updated by the DVLA it cannot be reversed.

#### Methods of Payment

It is important you are aware of the following regarding registration and payment:

The name and address in which you register will be the name and address on your invoice, if successful. We cannot amend the details on your invoice, once issued.

Furthermore, when making payment, the account from which the payment is sent must match the buyer's details as per on the bidder registration form and the issued invoice.

We are unable to accept any third party payments. Should a third party payment be made this will result in a delay in your payment being processed and your ability to collect your purchase.

Purchases can only be released when full settlement (inclusive of all charges) of all invoices issued to the buyer is received in cleared funds. Before bidding, you should ensure that you have the necessary funds available and be able to pay according to one of the methods set out below. All cheques should be made payable to Bonhams 1793 Limited.

We accept the following methods of payment: • sterling cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases, unless agreed with us in advance, or unless you provide an irrevocable letter of guarantee from your bank.

Cheques drawn by third parties cannot be accepted; • bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

 cash and travellers cheques: you may pay for lots purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques.

• We will need to see your passport if you wish to pay using travellers cheques.

 bank transfer: Bonhams require an irrevocable guarantee from your bank. You may electronically transfer funds to our Trust Account. Please quote your paddle number and Invoice number as the reference. Our Trust Account details are as follows.

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY Sort Code: 56-00-27 Account Name: Bonhams 1793 Limited Client Bank AccountAccount Number: 25563009 IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after either the deduction of bank fees or for the conversion to pounds sterling, must not be less than the sterling amount payable on the invoice.

 debit cards drawn on a UK bank: there is no additional charge for purchases made with these cards. Debit cards drawn on an overseas bank or deferred debit cards will be subject to a 2% surcharge

 credit cards: Visa and Mastercard. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards.

Please note it may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our client services department.

#### VAT

The following symbols are used to denote that VAT is due on the Hammer Price and buyer's premium: † VAT at 20% on Hammer Price and buyer's premium

Ω VAT on imported items at 20% on Hammer Price.
 \* VAT on imported items at 5% on Hammer Price.

• Zero rated for VAT, no VAT will be added to the hammer

price or the buyer's premium.

In all other instances no VAT will be charged on the Hammer Price, but VAT at the prevailing rate (currently 20%) will be added to the buyer's premium which will be invoiced on a VAT inclusive basis.

#### Artists Resale Right Regulations 2006

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price [together with Buyer's Premium] of 61000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Auctioneer will announce the equivalent of €1,000 in the currency in which the Sale will take place at the beginning of the Sale. An Additional Premium will be a percentage of the amount of the Hammer Price [plus Buyer's Premium], please refer to notice to bidders section 7, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

#### NOVA (Notification of Vehicle Arrivals)

Certain imported Motor Car and Motorcycle Lots marked "N" in the catalogue are subject to a NOVA Declaration prior to the purchaser making an application to register the vehicle in the UK with the DVLA.

#### EU Imports

 Bonhams will undertake the NOVA Declaration on the purchaser's behalf, providing them with a NOVA reference number.

Successful purchasers should contact the Motor Car (Mark Gold) / Motorcycle (Andrew Barrett) Administrator immediately post-sale to confirm whether they intend to register the vehicle in the UK, or intend to Export the vehicle immediately

#### Non-EU Imports

 If the Lot is purchased by a private purchaser wishing to register in the UK, Bonhams will undertake the NOVA Declaration on the purchaser's behalf, providing them with both a NOVA reference number and stamped C88 form.
 If the Lot is purchased by a trade buyer / company, Bonhams will provide the purchaser with a stamped C88, though they will need to submit a NOVA Declaration themselves via: <u>www.govuk/nova-foq-in</u>. N.B: Bonhams takes no responsibility for a purchaser's failure to submit a NOVA Declaration and any fines / charges levied against them as a result.

# **Guide for Buyers**

# Do I need to bring my catalogue to the sale?

Yes. Please ensure that you bring your catalogue to the sale as entry is by catalogue only. Each catalogue allows two people entry on the view and sale days. Further copies of the catalogue can be purchased at the sale venue.

#### How do I bid at the sale?

In order to bid at the sale you will be required to complete a bidder registration form. Clients are requested to provide photographic proof of ID – passport, driving licence, ID card, together with proof of address – utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed.

Should you be unable to attend the sale but still wish to bid, you can either leave an absentee to telephone bid. These forms are found in the back of the catalogue.

#### **Telephone bidding**

Telephone bidding allows you to bid live as the auction is happening. You will need to complete a form which asks for your name, address, the telephone number(s) you wish us to contact you on (it is advisable to add an additional number such as your mobile) and the lot number(s) you wish to bid on. For any reason we are unable to contact you on the telephone number(s) you leave on the form, please ensure that the highest bid column is completed (optional). A member of Bonhams staff will contact you a few lots prior to the lot(s) you wish to bid on and you will be instructed from there on. Please note that we do not operate telephone bids for lots with a low estimate below £500.

#### Absentee/Commission bidding

As with telephone bidding, you will need to complete a form with your name, address and the lot(s) number(s) you wish to bid on. You will also need to enter the amount you are willing to bid up to for that lot (excluding premium & VAT). Bonhams will execute the bid as cheaply as possible on your behalf.

Please ensure the form is signed and dated at the bottom and disregard the client and paddle no. fields at the top of the form as this is for Bonhams use only. Once the form is completed you can either fax or post it back to our offices. Should you post the form back to our offices, please ensure it is posted in ample time prior to the sale day.

If you are a first time bidder you must also provide proof of identity. This can be either a copy of your passport or driving licence. This must be sent at the same time as your bidding form.

In order for the above forms to be accepted they have to be completed with buyer's details, lot number(s), signed and faxed/emailed to us no later than 48 hours before the sale.

#### How fast will the auctioneer go?

The auctioneer will aim to sell +/- 100 lots of automobilia per hour and circa 30 vehicles per hour.

# Are there any warranties offered with the vehicles?

No. All vehicles are offered on an 'as seen' basis. It is wise if possible to bring a professional mechanic with you to fully inspect the car. It is also advised that the car is checked before road use. The fully illustrated catalogue will describe the vehicles to the best of our ability on information supplied. Should we receive pertinent information after the publication of the catalogue, we shall affix what is known as a sale room notice (SRN) to the vehicle. A list of all SRNs will be available by the time the vehicles are presented for view. We are happy to offer our opinion as to the integrity of the vehicle at the sale, however you should accept this is an opinion only and should not be relied upon. In short, you should satisfy yourself as to the completeness, condition and integrity of any lot prior to bidding. It is also important to note that some illustrations are historical and may show the vehicle in a better condition than now offered.

# Can I change my mind after I have purchased a lot?

No. Lots are not sold as an option and there is no 'cooling off' period. Once the auctioneer drops the hammer a contract is made and you are obligated to proceed with said contract.

# Can I view the files that accompany the vehicles?

Yes, we should have every car's file available for inspection during the view.

#### How can I pay?

It is important you are aware of the following regarding registration and payment:

The name and address in which you register will be the name and address on your invoice, if successful. We cannot amend the details on your invoice, once issued.

Furthermore, when making payment, the account from which the payment is sent must match the buyer's details as per on the bidder registration form and the issued invoice.

We are unable to accept any third party payments. Should a third party payment be made this will result in a delay in your payment being processed and your ability to collect your purchase.

In order to release your purchases immediately we would recommend payment by credit/debit card. We are happy to accept cash (in the currency in which the sale is conducted) but not to exceed £3,000. Any amount over £3,000 must be paid otherwise than in coins, notes or travellers cheques. We accept the following methods of payment.

#### Payment by card

You may pay by the following debit cards: Barclays connect, Delta and Switch/Maestro. You may also pay by the following credit cards: Visa, Mastercard and Access (American Express not accepted). Please note there is a 2% surcharge on the total invoice value if payment is made with a credit card.

#### Payment by cheque

You may pay by sterling cheque but all cheques must be cleared before you can collect your purchases, unless you have a cheque facility with Bonhams or we have received an assurance directly from your bank prior to the sale. Cheques generally take 5-7 working days to clear. You may pay by bankers draft or building society cheque which will enable you to collect your purchases immediately and also by Sterling travellers cheques as long as they are accompanied by a valid passport.

#### Bank transfer

Our bank details can be found on the general information page. Please quote your client number and invoice number as the reference. If paying by bank transfer, the amount received after either the deduction of bank fees or for the conversion to pounds sterling, must not be less than the sterling amount payable on the invoice.

#### Are there any other charges?

Like the vast majority of auctioneers Bonhams charge what is known as a Buyer's Premium on the Hammer Price of each Lot purchased and is subject to VAT. Some lots may also be subject to VAT on the Hammer Price and these lots will be clearly marked with a symbol ( $\uparrow, \Omega, \star$ ) printed beside the lot number in the catalogue.

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#### When can I clear my purchases?

Once full payment has been received, purchases can be cleared (where possible) during and immediately after the auction.

For Motor Cars, payment can be taken up to 7pm on Sunday 6 December. Vehicles must be collected from the sale venue on the evening of the day of sale at which point all remaining unpaid lots will be uplifted by Polygon to their storage facility.

#### Can someone deliver the vehicle for me?

Bonhams do not transport vehicles. However representatives from Polygon Transport will be present at the sale and can quote a price to deliver the vehicle to you. Their contact details can be found on the collections page.

#### IMPORTANT V5/V5C INFORMATION

Please note that Bonhams retain and update all registration documents, therefore please make sure if you are a successful bidder you fill in the registration document on the day of the sale, with the name and address for which the vehicle is to be registered to. If you are unable to attend the sale, please contact Bonhams as soon as possible post-sale with the correct name and address. For motor car registration please contact Jane Hogan.

# **Worldwide Motoring contacts**

# **UK Motor Cars**

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+44 (0) 20 7447 7430 fax

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# Collections

# **Motor Cars**

Vehicles must be collected from the sale venue on the evening of the day of the sale, Sunday 6 December, up to 19.00

Buyers should satisfy themselves that they have collected all relevant log books, documents and keys relating to their Lot(s) at time of collection. **Otherwise Lots shall be removed to storage at the Buyer's expense (see below)**. Lots are at the Buyer's risk from the fall of the hammer. It is strongly advisable that overseas purchasers and absentee bidders make arrangements regarding collection with Bonhams in advance of Sale.

### **Removal and Storage of Vehicles**

All Lots not removed will be transported by Polygon Transport to store:

Polygon Transport Registered Office: Unit 2H North Road Marchwood Industrial Park Normandy Way Marchwood, Southampton Hampshire SO40 4BL 02380 871555 02380 862111 fax

**Vehicle Removal charges** £250 + VAT per vehicle

#### Vehicle Storage charges First 14 days £14 + VAT per motor car per day

Thereafter  $\pounds10 + VAT$  per motor car per day

### **Transport and Shipping**

A representative of Polygon Transport, Bonhams preferred carriers, will be at the Sale and can arrange national and international transportation as agent for the Buyer or the Seller (as the case may be).

# **Directions to New Bond Street**



### By Underground

The nearest underground stations are Bond Street (Jubilee Line/Central Line) or Oxford Circus (Bakerloo Line/Central Line/Victoria Line).

### Parking

Q-Park Cavendish Square London W1G 0PN

### Address

101 New Bond Street London W1S 1SR

# **MOTOR CARS**

### Lots 001 - 030

Further images of each lot can be found at: www.bonhams.com/22729

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RYN 9

STATES STATES

# 001 VEHICLE REGISTRATION NUMBER 'R6'

# **R6**

This registration was originally issued in December 1903 by Derbyshire County Council. The plate has been held in single family ownership since the 1950s.

Held on DVLA V778 Retention Certificate,

V778 document expires on 13/10/2025.

£150,000 - 180,000 €170,000 - 210,000

#### NOTICE

Before bidding on Lot 1, interested parties should make themselves aware of the DVLA's rules and regulations regarding the transfer of vehicle registration numbers. Bidders are also reminded that it is the sole responsibility of the purchaser to check any details of the V750 or V778 document before bidding. The winning bidder must supply Bonhams Automobilia Department with their 'Nominee' details immediately following their payment for the lot, so the form can be sent to the DVLA by the seller and changed to show the nominee details. When the change has been done and the form has been forwarded to the buyer it is most important that the nominee ensures that the registration number is assigned to an age appropriate vehicle before the expiry date on the certificate or 6 months after the date of the auction whichever date is earlier.

### 002 The first right-hand drive example 1962 AC COBRA ROADSTER

Registration no. 510 GBL Chassis no. CS 2030

- Historically important Cobra prototype
- The first Cobra with rack-and-pinion steering
- Originally the company demonstrator
- Present ownership for 30 years



The car offered here, chassis number 'CS 2030', was the culmination of improvements to the front suspension and steering that the AC factory had been planning for their Cobras and thus can rightfully be termed as the second prototype; the first, and very first Cobra made, being 'CSX 2000'. 'CS 2030' appears in two sections of the Thames Ditton factory's ledger that listed all cars manufactured, and first appears among USA-bound left-hand drive Cobras that were completed in October 1962.

Unlike its export-model siblings, no completion date is entered and instead there is simply a penned memo 'instructions issued September 12th 1962'. As this was to be not only the first right-hand drive car but also more importantly the first car to be fitted with rack-and-pinion steering, this simple statement very likely refers to the fabrication and assembly of components related to the latter. Be that as it may, its construction had been completed by the end of October and it was registered, with the number '300 PK', and taxed for the road on 1st November 1962.

As was AC Cars' custom at the time, a good deal of the testing and evaluation of any new model was undertaken by Derek Hurlock, and this was the case with '2030'. It also served as a company demonstrator as well as his personal road car for the next year. With the prototype rack-and-pinion steering version of the Cobra successfully completed, the first left-hand drive rack-and-pinion car, 'CSX 2126', was built and all subsequently numbered chassis were manufactured with this steering.

This car's time with its manufacturer came to an end when it was sold to one D Crombie of The Chynall's, Mobberley, Cheshire and this is recorded in the AC factory ledger, among the first of the COB/COX UK and European series cars, as being on November 18th 1963. The same ledger notes the registration number as still being '300 PK', while at some time before the autumn of 1965, the registration number was changed to the current '510 GBL', with '300 PK' supposedly then transferred to Cobra 'COB 6023'. Immediately below D Crombie's name in the factory ledger there appears the single word 'Dent' and it is possible, though not substantiated, that this was the name of an owner immediately subsequent to Crombie, or even later.

Within two years this prototype Cobra, now registered '510 GBL', was being advertised for sale by the Gold Seal Car Company. *Motor Sport* magazine carried advertisements for the car in both its October and November 1965 issues but it no longer featured in the December edition so a natural conclusion would be that it had been sold. It is not known who bought '2030', if indeed Gold Seal's advertisements did attract a buyer, but less than three years later the registered owner (or keeper) was a Rupert Benjamin Nuttall of Clayhall, Ilford, Essex.



This is recorded in a duplicate registration book issued on 21st June 1968 and Nuttall's entry is franked and hand dated 6th June 1968. This registration book is a duplicate rather than a continuation one, the latter normally indicating that the previous book's six spaces for owner or address changes had been filled, while the former normally denotes that the previous document had been mislaid and a duplicate issued.

At around this time, '2030' was involved in a serious accident in the form of a heavy frontal collision, which very possibly also resulted in a fire. Its owner, presumably having been paid out by his insurance company, was allowed to keep the damaged vehicle as he wished to rebuild it. As is evidenced by the car itself (see images on file), he obtained from the AC factory the necessary components to effect a full repair of the damaged chassis, but whether or not it was AC themselves that carried out this work is not recorded.

New aluminium bodywork was purchased also, most likely sourced through AC or at their recommendation, though actually made by a firm such as the Hingerton brothers' recently formed Grand Prix Metalcraft of North London. Thus the 'AC' connection to the replacement body passed down verbally through the car's subsequent ownership. Before the rebuild had advanced much further, Rupert Nuttall sold the car as it stood circa 1971, together with whatever else he had kept that was of any use, to a friend who had a garage business. This was Patrick John Southon of Edenbridge, Kent. Mr Southon is deceased but his son Patrick James Southon, speaking to Bonhams in October 2015, recalled that his father owned the car for around 10 years, he thought from the early 1970s to the early 1980s, which ties in with the current vendor's ownership. The Cobra was dismantled in boxes in a shed throughout his father's ownership, said to be complete with a body and everything else. With the rebuild's lack of progress and the car's return to the road unlikely in the near future, Patrick Southon obviously felt in no hurry to bring the registration book up to date. Nevertheless, he finally got around to it and the logbook first records him as the keeper from 5th December 1977.

The current owner bought the Cobra in or around 1981. From his recollections it was at that time still in the same, or nearly the same, condition as when it had been bought by Patrick Southon some ten years earlier. The vendor is now in his mid 80s and describes the car he acquired as having had all the chassis repairs done but with the body yet to be properly mounted. It already had a 289ci (4.7-litre) engine. This is not noted as a change in the old-style green logbook, so either it had been done in a clandestine fashion by Nuttall while the car was still on the road, or after (and possibly as a result of) its accident, by either him or Southon.









The vendor also remembers that the interior (seats and instruments) was missing and mentioned fire damage as being the cause. During the course of the re-commencement of the car's lapsed rebuild, the current owner replaced the existing 4.7-litre engine with one said to be to GT40 specification. Initially it was fitted with a multi-carburettor induction set up but this was changed to a single Holley due to the annoyingly loud induction noise. The engine also has Carrillo con-rods, high-lift camshaft, slipper pistons and a special crankshaft, and drives via a Borg Warner T10 gearbox.

The vendor ran a building company that did a lot of work for Ford at Dagenham, and this connection helped him source parts to complete the restoration; many parts, though, are not original Cobra fitment, the instruments and AC Ace seats among them.

During Bonhams' inspection in conjunction with Cobra authority Rinsey Mills (see report on file), an original plate stamped '30' (in the correct font) was discovered underneath plates welded to the nearside door hinge (modified to obtain correct door fit) thus corroborating the Cobra's identity (see images on file). This is in line with AC's practice at that time of stamping only the last two digits of a Cobra chassis number on the door hinge plates.



'CS 2030' on the Hurlock's driveway









Stirling Moss dicusses 'CS 2030' with the Hurlock brothers, 1963

The original primary chassis number stamping towards the front of the frame, would have disappeared when that section was replaced following the aforementioned accident. The removed plates have been retained and are offered with the car.

DVLA records show that they were notified of a colour change to green, the car's present colour, in 1984 and in February of that year it was MoT tested for the first time post-rebuild, the odometer noted as showing 1 mile. There is a gap in MoT certificates between 1987 and 1995, which means either that the certificates have been lost or the car was off the road during that time; whatever the case, the recorded mileage had increased to 28,867. For the last 20 years the Cobra has seen virtually no use, so when it was brought out of hibernation earlier this year and MoT'd, the odometer reading had only increased to 29,462.

It should be noted that in addition to 'Dent' being a possible sometime owner, both the SAAC and ACOC Cobra registries have at one time or another named a Roger Field and Arwed Otto as owners of '2030'. Of the former, no evidence has been found, while the latter was introduced in error by a previous British Cobra registrar.



'CS 2030' as advertised by Gold Seal Cars in Motor Sport, 1965

One of the most surprising aspects of this early and historically important Cobra's history is the fact that, far from being destroyed, as had been thought by the ACOC Registry, it had been in the vendor's care since the early 1980s, covering very nearly 30,000 road miles without a single reported sighting. Following extensive research we are pleased to report that 'CS 2030' has been re-classified by both the ACOC and SAAC Cobra Registries as rebuilt rather then destroyed.

Although no longer in possession of its original body and 260ci engine, 'CS 2030' retains the majority of the chassis upon which it was originally constructed. As such, it is an excellent candidate for a full restoration to its original 1962 specification or, alternatively, could be developed further into a potentially race-winning competition car. Its date of manufacture guarantees entry to the Goodwood Revival and other prestigious events including the Le Mans Classic. Offered with a current MoT certificate, duplicate old style, V5 and V5C registration documents. £250,000 - 350,000

€350,000 - 490,000

# 003 1961 BENTLEY S2 CONTINENTAL FLYING SPUR SPORTS SALOON COACHWORK BY H J MULLINER

Registration no. 179 CYT Chassis no. BC48CZ Engine no. C47BC

- Rare and exclusive four-door Flying Spur model
- One of 71 S2 Flying Spurs with right-hand drive
- Previously part of the Bernie Ecclestone Collection
- Recently repainted



This Bentley S2 Continental features the elegant, H J Mulliner-designed, 'Flying Spur' four-door coachwork, and is one of 71 with right-hand drive out of a total of 125 completed in this style on the S2 chassis.

Eulogising about Bentley's new 'S'-series cars, introduced in April 1955, The *Autocar* wrote, 'the latest Bentley model offers a degree of safety, comfort and performance that is beyond the experience and perhaps even the imagination of the majority of the world's motorists.' Later, in October that same year, the Bentley Continental became available on the 'S' chassis, the model having been synonymous with effortless high speed cruising in the grand manner since its introduction in R-Type form in 1952.

Having relied exclusively on six-cylinder engines since civilian production resumed at the war's end, Rolls-Royce secured its long-term future by turning to V8 power as the 1960s approached.

Introduced in the autumn of 1959, the Rolls-Royce Silver Cloud II and Bentley S2 appeared externally unchanged from their Silver Cloud and S-Type predecessors, though their performance was considerably enhanced by the new 6,230cc aluminium-alloy engine. Power-assisted steering was now standard and there was no longer the option of a manual gearbox, Rolls-Royce's own four-speed automatic transmission being the sole offering.

The S2 Continental chassis differed by virtue of its shorter radiator, fourleading-shoe front drum brakes and - up to chassis number 'BC99BY' higher gearing. Independent coachbuilders continued to offer alternatives to the factory's 'standard steel' bodywork, perhaps the most stylish being those produced to cloth the Bentley Continental which was, of course, only ever available with bespoke coachwork.



Rolls-Royce had envisaged the Bentley Continental as exclusively a two-door car but late in 1957 the decision was taken to sanction the production of a four-door variation by H J Mulliner. Introduced on the S1 Continental and known as the 'Flying Spur', this design was a collaborative effort by Rolls-Royce's in-house styling department and H J Mulliner, and bore a strong resemblance both to the two-door Continental and to existing coachbuilt four-door styles on Rolls-Royce and (non-Continental) Bentley chassis.

The Flying Spur body style continued on the V8-engined S2 Continental and was revised to incorporate the S3's four-headlamp front end following the latter's introduction in 1962. To the Continental's existing qualities of pace and elegance, the Flying Spur added four-door practicality, a more spacious interior and generously proportioned boot, making it even more suited to extended touring of far-flung destinations. Chassis number 'BC48CZ' was delivered in December 1961 and first registered to M O Lewis & Co Ltd with the number '179 CYT', which it retains. On 30th August 1963, the Bentley passed to a Mrs Daly of Compton Manor and by 1986 was in the USA in the possession of a Mr Edwards. Late in 1992 the Continental was sold to Formula 1 supremo, Bernie Ecclestone, who kept it until 2007, though during his 15 years of ownership the car covered only some 700 miles. The present owner purchased the Bentley in 2013 via Terence Morley Classic Cars.

Since acquisition, the owner has changed the exterior colour scheme to Tudor Grey and spent around £10,000 on the car over the last two years. Invoices on file total some £40,000, while one issued in 1985 records the mileage at that time as 36,667, pointing to the conclusion that the car has covered fewer than 9,000 miles in the last 30 years (the current odometer reading is 45,394 miles). The two accompanying files of history contain numerous invoices, photographs and other information about 'BC48CZ' together with 18 expired MoT certificates. This rare and beautiful Flying Spur is ready for use and comes with a V5C registration document and MoT to August 2016 (no advisories). **£110,000 - 130,000** 



# THE GORDON WILLEY COLLECTION - PART I

Bonhams is delighted to have been chosen to offer for sale selected fine motor cars from the collection belonging to Lancashire-based enthusiast and connoisseur, Gordon Willey. The collection was painstakingly assembled over a number of years, reflecting Gordon's passion for cars of quality ranging from 1920s 'W O' Bentleys to post-war Aston Martins, though it is apparent that his favourite was the 1930s Derby Bentley in its many and varied forms. All of Gordon's cars were selected as exceptional examples of the model. After many years of taking pleasure from his diverse collection, he now feels that the time has come to afford his fellow enthusiasts the opportunity to own and enjoy these wonderful motor cars. Prospective purchasers should be aware that Gordon's cars have been in long-term storage and all will need re-commissioning, to a greater or lesser extent, before future use.





THE GORDON WILLEY COLLECTION - PART II

To be sold at

**THE DECEMBER SALE** Thursday 10 December 2015 RAF Museum, London

1938 LAGONDA V12 DROPHEAD COUPÉ Coachwork by James Young Estimate: £150,000 - 180,000 1939 BENTLEY 4¼-LITRE DROPHEAD COUPÉ Coachwork by H J Mulliner Estimate: £140,000 - 170,000

1936 BENTLEY 4¼-LITRE OWEN SEDANCA COUPÉ Coachwork by Gurney Nutting & Co. Estimate: £90,000 - 110,000

1958 BENTLEY S1 CONTINENTAL FLYING SPUR Coachwork by H J Mulliner Estimate: £90,000 - 100,000 1938 BENTLEY 4¼-LITRE HIGH VISION COUPÉ Coachwork by H J Mulliner Estimate: £60,000 - 80,000

1935 BENTLEY 3½-LITRE SPORTS SALOON Coachwork by Mann Egerton & Co. Ltd Estimate: £25,000 - 32,000

1939 BENTLEY 4¼-LITRE **'RAZOR EDGE' BROUGHAM** Coachwork by Freestone & Webb Estimate: £35,000 - 40,000

## 004 The ex-Rob Walker **1964 ASTON MARTIN DB5 SPORTS SALOON**

Registration no. 877 EAM Chassis no. DB5/1579/R Engine no. 400/1584

- Matching chassis, engine and registration numbers
- Current ownership since 1993
  Requires re-commissioning
- The most famous of all 'James Bond' Aston Martins







Aston Martin's post-war evolution took a giant step forward in 1958 with the launch of the DB4. Classically proportioned, the Carrozzeria Touring-styled body established an instantly recognisable look that would stand the marque in good stead until 1970 and is still being referenced in today's Aston Martins. At its launch in October 1958, the DB4 marked a major turning point for Aston Martin as it was the first car of the David Brown era which neither used a chassis derived from the experimental Atom of 1939 nor an engine co-designed by W O Bentley. Moreover, it was the first Aston Martin to carry Touring's 'Superleggera' bodywork, in which light alloy panels were fixed to a supporting framework of light-gauge steel tubes.

This method of body construction had been deemed incompatible with the DB2/4-type multi-tubular spaceframe, so engineer Harold Beach drew up an immensely strong platform type chassis. At the front, the DB4's suspension featured unequal-length wishbones instead of the DB2/4's trailing links, while the live rear axle was now located by a Watts linkage instead of the preceding Panhard rod. The Aston Martin DB4 was also the first of the DB models to employ the entirely new engine designed by Tadek Marek, which had first been seen at Le Mans the previous year in the DBR2. An all-alloy, twin-overhead-camshaft six like its predecessor, Marek's new 3,670cc engine featured 'square' bore and stroke dimensions of 92mm and developed its maximum power of 240bhp at 5,500rpm. The David Brown gearbox was a new four-speed all-synchromesh unit.

Five (unofficially designated) series were built as the model gradually metamorphosed into the DB5. Introduced in July 1963, the latter boasted a 4.0-litre engine, this enlarged unit having been seen first in the Lagonda Rapide of 1961. Equipped with three SU carburettors, the '400' engine produced 282bhp at 5,500rpm and was mated to a four-speed/overdrive gearbox, a 'proper' ZF five-speed unit being standardised later.

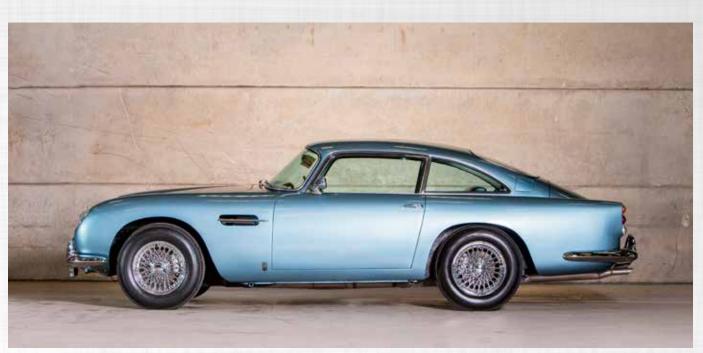


The DB5's distinctive cowled headlamps had first appeared on the DB4GT and the newcomer was the same size as the lengthened, 'Series V' DB4. Outwardly there was little to distinguish the DB5 from the last of the DB4s apart from twin fuel filler caps, though these had already appeared on some cars. Beneath the skin however, there were numerous improvements including alternator electrics, Girling disc brakes instead of Dunlops, Sundym glass, electric windows and an oil pressure gauge as standard equipment.

From September 1964 the 314bhp, triple-Weber Vantage engine became available and was fitted to a total of 95 cars. The DB5 was also offered in convertible form (the 'Volante' name would not be applied to the soft-top Aston until the DB6's arrival) while independent coachbuilder Harold Radford offered a shooting brake conversion. 1,021 DB5s were manufactured between July 1963 and September 1965, a total that included 123 convertibles and 12 shooting brakes.

The DB5 was the first and remains the most famous of all the 'James Bond' Aston Martins, having appeared in no fewer than five movies of the series, beginning with Goldfinger in 1964. Equipped with rocket launchers and sundry other gadgets, 007's DB5 was finished in Silver Birch with red interior, in which specification it was later issued by Corgi Toys.

Chassis number '1579' was retailed via Plough Motors and sold new to R R C Walker of Corsley Garage, Corsley near Warminster, Wiltshire. This first owner was none other than Rob Walker, Johnnie Walker whisky heir and founder of the most successful privateer team in Formula 1 history, whose landmark achievements include the first ever F1 Grand Prix wins for Cooper and Lotus.







Registered '877 EAM', the Aston was originally finished in Caribbean Pearl with dark blue Connolly leather interior, while chrome road wheels is the only item of non-standard equipment listed. Only one additional owner is listed on the copy build sheet: Lt Col Raymond Johnson-Ferguson of Eaglesfield, Dumfries, though the change is undated. The DB5 formed part of Lt Col Ferguson's private collection alongside his Aston Martin Ulster ('BJJ 527') and various David Brown tractors.

'877 EAM' was acquired by Gordon Willey in October 1993. The only maintenance records on file consist of invoices for various works carried out by marque specialists Chris Shenton Engineering of Hanford, Staffordshire during October and November 2001 at 83,835 miles. In addition, there is a solitary MoT certificate on file, issued in May 2005 at 84,109 miles, together with a V5C registration document and further invoices relating to the car's storage at Jonathan Wood's premises from November 2011 onwards. Following its lengthy period out of use, careful re-commissioning will be required before this elegant 'Gentleman's Express' returns to the road.

£400,000 - 450,000 €550,000 - 620,000



# 005 1934 INVICTA 4½-LITRE S-TYPE LOW-CHASSIS TOURER COACHWORK BY CARBODIES

Registration no. DSK 740 Chassis no. S165 Engine no. 8083

- One of an estimated 75 made
- Reputedly delivered new to an Indian prince
- Owned by Gordon Willey since 1999
- One of the most desirable pre-war sports cars









'The low chassis Invicta was probably the best-looking sports car in the vintage tradition ever to be produced in England. I can think of no contemporary unsupercharged motor-car of similar capacity, made here, which could outperform it - and very few built elsewhere...' – J R Buckley, 'The 4½-litre S-Type Invicta', Profile publications, 1966.

In an era when most cars stood tall, Invicta's 41/2-litre S-Type, with its dramatically under-slung chassis, caused a sensation: few sports cars before or since have so looked the part. The origins of the company known as Invicta Cars go back to 1925 when Noel Macklin and Oliver Lyle, both of whom already had motor industry experience, got together to create a car combining American levels of flexibility and performance with European quality and roadholding. Like the contemporary Bentley, the Invicta was designed by men with backgrounds in competition motoring and both were produced to the highest standard. Price was only a secondary consideration, a factor that contributed to both firms' failure to survive the Depression years of the early 1930s. Like Bentley, Invicta struggled against rising costs and falling sales, the final car leaving the factory, appropriately enough, on Friday the 13th of October 1933, though a handful of cars was assembled at the company's service depot in Flood Street, Chelsea between 1934 and 1936. It is estimated that approximately 1,000-or-so Invictas of all types were made.

Apart from three Coventry Climax-engined prototypes built at Macklin's home in Cobham, Surrey, all Invictas were powered by the tireless six-cylinder engines made by Henry Meadows. Invicta cars quickly established a reputation for outstanding durability, bolstered by the award of the RAC's coveted Dewar Trophy in 1926 and 1929, largely for the marque's success in long-distance reliability trials, including a round-the-world trip by sisters Violette and Evelyn Cordery.

Launched at the 1930 Olympia Motor Show, the S-type's 'under-slung' chassis achieved a much lower centre of gravity by positioning the axles above the frame rails instead of below as was normal practice at the time. Just about the only thing the S-type Invicta had in common with its contemporary stablemates was the 4½-litre Meadows engine, which was also used for the 'NLC' and 'A' models. Like most low-speed engines it produced ample torque in the lower and middle speed ranges. Indeed, the Invicta can be throttled down to 6-8mph in top gear - despite its 3.6:1 final drive ratio - and will then accelerate rapidly and without fuss, still in top gear, when the accelerator is depressed. The acceleration figures given by the contemporary motoring press speak for themselves on this subject.







The popular '100mph Invicta' tag notwithstanding, standard cars had a – still impressive – top speed of around 95mph, with more to come in racing trim. However, it must be stressed that the S-type Invicta was primarily a very fast but comfortable high-speed touring car, and though it met with moderate success in racing in the hands of private owners in the early 1930s, its greatest appeal lies in an ability to cover long distances at high average speeds with no strain, either to driver or the machinery. Raymond Mays, writing of the two Invictas he owned in the early 1930s, says that they gave him some of the most exhilarating motoring he ever had, with their ability 'to crest most main-road hills at nearly the century.'

The Cordery sisters having driven a 3-litre Invicta around the world under RAC observation, with no failure apart from an axle half-shaft, it was not considered necessary to prove the S-type by subjecting it to further examinations of that kind. Instead the company concentrated on entering the cars in the most demanding long-distance trials in the motoring calendar, achieving notable successes. The Austrian Alpine Trail was chosen as a suitable test and the S-type duly excelled in this arduous event, Donald Healey twice winning a Coupe des Glaciers for Invicta as well as the 1931 Monte Carlo Rally. Later, the S-type took the International Sports Car Record at Shelsley Walsh hill climb and, by way of variety, the Mountain Circuit lap record at Brooklands in 1931 and again in 1932, courtesy of Raymond Mays. Invictas are about as indestructible in normal use as a car can be. Over 70 years after the last was built, approximately 68 of the estimated 75 S-types built are known to survive and most are in excellent order, testifying to the fact that they have always been regarded as high quality motor cars. Indeed, in pre-war days there was a club dedicated exclusively to the model and members famously christened individual cars with names like 'Scythe', 'Scrapper' and 'Sea Lion'.

The third from last car completed, 'S165' is one of those assembled from parts at the Flood Street, Chelsea depot after the factory had closed. Registered 'GW 7575' in London, the Invicta was exported pre-war to India, reputedly for a maharajah. Many years later a former Invicta employee, Albert Deavin, recalled that the customer, anxious for delivery of his new car, had telephoned Flood Street rather impatiently and been appeased only when a senior engineer had blown the part-constructed vehicle's horn within earshot of the telephone to confirm that it was well on the way to completion!

A brief article in the Invicta Car Club's magazine '100 MPH' ('Overseas Column', 1968) written by German collector, Lars de Jounge, reveals that he had discovered 'S165' in India in May 1965 while it was in the ownership of a trader in car batteries, one Nizzamuddin Valuddin Jillani: 'Before him the car belonged to a fisherman, or anyway someone who had to do with fish.

Before this owner the car was said to have belonged to an Indian prince.' De Jounge drove the Invicta to his home in Poona, had it dismantled and then shipped back to Germany where it was restored. Invicta 'guru' Maurice Leo rebuilt the engine in the UK, replacing the lower crankcase with one taken from a Meadows-engined Lagonda LG6.

In the 1970s the Invicta went to the USA where it was owned by Dr Donald Williams (see *Automobile Quarterly*, Vol. 15, No. 8). While in the USA, 'S165' enjoyed the ultimate accolade of being driven across the Pebble Beach awards ramp. Classic racer and specialist motor dealer Nigel Dawes is the next known owner, purchasing 'S165' at a UK auction in March 1991. The car passed swiftly to Chris Jacques, who acquired the original crankcase from Maurice Leo and retained it with car. In October 1992 the Invicta was offered for sale at Brooks' Olympia auction (Lot 68) and was described as in fine condition, retaining its original bodywork although fitted with a later, and certainly more desirable, Sanction 4 Meadows engine. By this time registered, 'DSK 740', the car had recently undergone refurbishment by marque expert Derek Green.

In 1993 the Invicta passed via Gregor Fisken to a new owner (probably in Germany) but since then the original crankcase has disappeared.

Subsequently owned by celebrated collectors Peter Livanos and Victor Gauntlett, 'S165' was offered for sale again by Brooks at their Olympia auction in April 1999 (Lot 650) where its purchaser was Gordon Willey.

Over the last few years the Invicta has benefited from regular maintenance by Jonathan Wood, as evidenced by the considerable number of invoices in the history file, which also contains the 1999 auction invoice, a V5C registration document and an expired MoT certificate (July 2002).

A well known car listed by the Invicta Car Club's Register, 'S165' carries Carbodies coachwork finished in British Racing Green with contrasting maroon wire wheels and matching leather upholstery. Standard 'Low Chassis' features include the louvred side valances, external exhaust outlets, fold-flat windscreen and radiator stone guard.

Representing thoroughbred motoring at its very best, the 'Low Chassis' Invicta S-Type is now regarded as one of the most desirable pre-war sports cars, sought after by collectors for its exceptional driving abilities, style and sheer presence. A guaranteed entry at the most prestigious rallies, concours and race meetings around the world, the 'Low Chassis' has an enviable reputation amongst connoisseurs, and examples are to be found in some of the most important private collections. £500,000 - 600,000

€690,000 - 830,000

# 006 **1929 BENTLEY 4½-LITRE TOURER COACHWORK BY VANDEN PLAS**

Registration no. DV 1262 Chassis no. MR 3399 Engine no. NX 3451

- One of 665 made
- Matching chassis, engine Matching chassis, engine and registration numbers
  Many years on museum display
  Well documented ownership









W O Bentley proudly debuted the new 3-litre car bearing his name on Stand 126 at the 1919 Olympia Motor Exhibition, the prototype engine having fired up for the first time just a few weeks earlier. In only mildly developed form, this was the model which was to become a legend in motor racing history and which, with its leather-strapped bonnet, classical radiator design and British Racing Green livery has become the archetypal vintage sports car.

Early success in the 1922 Isle of Man Tourist Trophy, when Bentleys finished second, fourth and fifth to take the Team Prize, led to the introduction of the TT Replica (later known as the Speed Model). However, by the middle of the decade the 3-Litre's competitiveness was on the wane and this, together with the fact that too many customers had been tempted to fit unsuitably heavy coachwork to the excellent 3-Litre chassis rather than accept the expense and complexity of Bentley's 6½-litre 'Silent Six', led to the introduction of the '4½'.

The new 4½-Litre model effectively employed the chassis, transmission and brakes of the 3-Litre, combined with an engine that was in essence two-thirds of the six-cylinder 6½-litre unit. Thus the new four-cylinder motor retained the six's 100x140mm bore/stroke and Bentley's familiar four-valves-per-cylinder fixed-'head architecture, but reverted to the frontend vertical camshaft drive of the 3-Litre. Bentley Motors lost no time in race-proving its new car. It is believed that the first prototype engine went into the 3-Litre chassis of the 1927 Le Mans practice car. Subsequently this same engine was fitted to the first production 4½-Litre chassis for that year's Grand Prix d'Endurance at the Sarthe circuit. The original 4½-Litre car, nicknamed by the team 'Old Mother Gun' and driven by Frank Clement and Leslie Callingham, promptly set the fastest race lap of 73.41mph before being eliminated in the infamous 'White House Crash' multiple pile-up.

The 4½-Litre was produced for four years, all but nine of the 665 cars made being built on the 3-Litre's 'Long Standard', 10' 10"-wheelbase chassis. Purchasers of the 4½-Litre model were, in common with those of all vintage-period Bentleys, free to specify their preferences from a very considerable range of mechanical and electrical equipment, in addition to whatever body style and coachbuilder might be required.



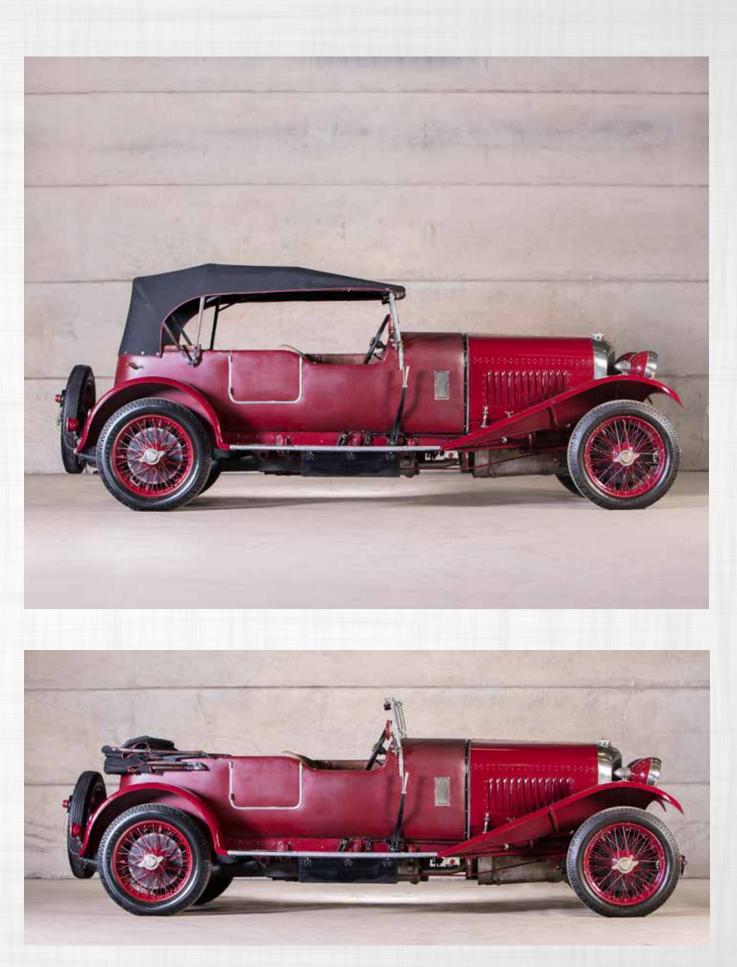




Clare Hay's authoritative work, *Bentley, The Vintage Years*, records that the car offered here - chassis number 'MR3399', fitted with engine number 'NX3451' - was completed in June 1929 fitted with four-seat tourer coachwork by London-based coachbuilder Vanden Plas. The original registration was 'DV 1262'. Vanden Plas had been founded in Belgium in the 19th Century, gaining a British offshoot when Warwick Wright obtained the UK rights to the name in 1913. After an uncertain start and numerous changes of ownership, the British firm went on to forge its not inconsiderable reputation by a most fortuitous alliance with Bentley, bodying some 700-or-so of the latter's chassis during the 1920s, including the Le Mans team cars.

This Bentley's first owner was one W F P Kelly. Copy correspondence on file from the next owner, Henri Girod-Eymery of Uzès, France, states that Kelly, a friend of his, had used the car, with long periods of idleness, up to 1962 before selling it. This letter, dated December 1968, states that Kelly had died 'a few years ago'. Reputedly, the engine had only one valve grinding at around 38,000 miles but nothing else. Girod-Eymery estimates the total mileage covered by that time (1968) as around 70,000. The rest of this correspondence concerns the despatch of major engine components (cylinder block, con-rods, valves, etc) to Messrs Hofmann & Burton of Henley-on-Thames for overhaul. Prior to its sale to Girod-Eymery, the Bentley appears to have been registered to a museum, the Mecanique Ancienne Association de la Locomotion in Uzès, as evidenced by a registration document on file dated 30th August 1960. 'MR 3399' was subsequently loaned by an unnamed private collector to the Musée National de l'Automobile in Mulhouse, formerly the Schlumpf Museum Collection. Museum correspondence on file dated 31st August 1988 remarks that the Bentley is particularly 'noteworthy for its original mechanical condition'.

In February 1996 the car was offered for sale at a UK auction where it was purchased by Gordon Willey, and on 22nd March that year was reregistered with its original number, 'DV 1262'. The principal documentation on file appertaining to Gordon's period of ownership consists of an invoice dated 1st August 2001 from Chris Shenton Enngineering of Hanford, Staffordshire for overhauling the fuel and ignition systems plus various other works. The Bentley was then submitted for MoT testing and a certificate issued on 9th August 2001 at 63,167 miles (on file). More recently the car has been in storage at the premises of marque specialists P&A Wood. Offered with a V5C registration document, 'MR 3399' represents a rare opportunity for collectors to obtain a highly original Cricklewood Bentley that has had relatively few owners and spent much of its life on museum display. £400,000 - 500,000 €550,000 - 690,000



# 007 The ex-Billy Cotton 1938 FRAZER NASH-BMW 328 ROADSTER

Registration no. JHX 339 Chassis no. 85HF 260217 Engine no. 85HF 260217

- One of 426 made
- Restored by Bristol Cars Ltd
- Acquired by Gordon Willey in 1993
- Eligible for the most important historic motor sports events





With his 'Wakey! Wakey!' catch phrase and 'Somebody Stole My Gal' signature tune, bandleader Billy Cotton was one of Britain's most popular radio and television entertainers of the 1950s and 1960s. What most of his audience didn't know was that this multi-talented man was also a boxer, amateur footballer, cricketer, yachtsman, aviator and racing driver. Enlisting underage to fight in WWI, Cotton had learned to fly while serving in the Royal Flying Corps, and like many young men of his generation, turned to motor sports when hostilities ended, no doubt hoping to re-experience some of the thrills enjoyed in combat.

An habitué of Brooklands from its reopening after The Great War, Cotton commenced his motor sports career at the Surrey track aboard a Norton motorcycle. There he got to know the star drivers of the day including Count Zborowski, Sir Malcolm Campbell and Sir Henry Segrave. He borrowed Segrave's Talbot for his first motor race at Southport Sands; drove a Riley in the HRDC 500 Mile Race at Brooklands, competing against the likes of Freddie Dixon, John Cobb and Earl Howe; and fielded an MG Magnette in the Long Handicap event. Encountering engineer W E 'Wilkie' Wilkinson at Donington Park, Cotton asked him to tune the MG and the pair would go on to enjoy a long and fruitful relationship.

One of Cotton's subsequent acquisitions was a Frazer Nash-BMW 328 -'JHX 339', the car offered here - which was first registered to him on 27th July 1938. The Anglo-German marque had been created in late 1934 when AFN Ltd concluded an agreement with BMW for the importation of their cars into the UK where they were sold as Frazer Nash-BMWs, some with coachwork by British firms and others with German-made bodies.

BMW's emergence as a manufacturer of fine sporting motor cars can be traced back to the 1936 running of the annual Eifelrennen event, held at the Nürburgring on 14th June, when Ernst Henne beat a field that included 1½-litre monoposto racing cars driving the prototype of what would become one of the most iconic sports cars of all time: the legendary '328'. The fact that this overwhelming victory had been achieved only eight years after BMW's establishment as an automobile manufacturer is all the more remarkable.







It had been the acquisition of the Dixi works at Eisenach in 1928 that provided BMW, hitherto a manufacturer of aero engines and motorcycles, with a foothold in car manufacturing. Dixi's built-under-license version of the Austin Seven was gradually developed and improved, ending up with swing-axle suspension and overhead valves, and then in 1933 came the first true BMW: the six-cylinder 303. The latter adopted a twin-tube frame and abandoned the rear swing axles in favour of a conventional live axle, while up front there was a superior transverse-leaf IFS and rack-and-pinion steering. These features, along with the four-bearing, overhead-valve engine, would provide the basis for the more powerful and sportingly inclined models to follow.

Lacking the resources of larger and longer established rivals, BMW adopted an evolutionary, 'mix and match' approach to model development. Thus the 328 employed the tubular chassis, transverse-leaf independent front suspension and live rear axle of the 319; the cylinder block and hydraulic brakes of the 326; and a body incorporating stylistic elements of the 319/1 Sport and 329.

With the 328, BMW's Chief Engineer Fritz Fiedler turned accepted chassis design on its head, coming up with a frame that combined lightness and stiffness in equal measure - virtues that permitted the use of relatively soft springing with all its attendant advantages. In short: the 328 was the first truly modern sports car.

The 328's six-cylinder engine featured an ingenious new cylinder head, designed by Rudolf Schleicher, which incorporated hemispherical combustion chambers and inclined valves without recourse to overhead, or twin camshafts. Instead, the Type 326, 1,971cc engine's single, block-mounted camshaft and pushrod valve actuation were retained, thus avoiding an expensive redesign. Two rocker shafts were employed, one situated above each bank of valves, giving the engine an external appearance almost indistinguishable from that of a twin-overhead-cam design. Down-draught inlet ports contributed to the motor's deep breathing, and its tune-ability made it a popular choice for British racing car constructors, most notably Cooper, during the 1950s. The 328 engine produced 80bhp, an exemplary output for a normally aspirated 2.0-litre unit at that time, with more available in race trim.



The two door-less 328 prototypes and the first batch of cars were lightweight racers with aluminium coachwork intended to establish the model's competition credentials before production proper got under way. Available from the late summer of 1936, the production 328s featured doors and a convertible hood, and were well equipped and very comfortable in the manner of the best Grands Routiers. On the racetrack the 328 reigned supreme, winning its class at the Mille Miglia, Le Mans, Spa 24 Hours and Britain's Tourist Trophy. In 1940 an example fitted with special aerodynamic bodywork won the Mille Miglia outright.

Cotton's BMW 328 was tuned and prepared by Wilkie Wilkinson in readiness for the 1938 RAC Tourist Trophy, only for the event to be cancelled due to the Munich crisis. The car's next known owner was Charles Maurice Dunn of South London, who acquired it in July 1947 (see copy old-style logbook on file). 'JHX 339' remained in Mr Dunn's hands until it was purchased by the immediately preceding owner in May 1959. The BMW was totally restored by Bristol Cars Ltd between 1991 and 1992, and in December 1993 was offered for sale at a UK auction where it was purchased by Gordon Willey. While in Gordon's ownership 'JHX 339' has benefited from a 'no expense spared' policy with regard to its further restoration and maintenance, there being a substantial quantity of invoices on file from specialists TT Workshops and Jonathan Wood (close inspection recommended). The history file also contains a V5 registration document, the 1993 auction invoice, an expired MoT certificate (1999) and a photograph of Billy Cotton's son - Sir Bill Cotton - sitting in the car at an exhibition.

The most advanced sports car of its day, the BMW 328 remained competitive for years after the war, a state of affairs that only served to further enhance its reputation, which was out of all proportion to the limited number produced. Between 1936 and 1939 only 426 were made, of which fewer than 200 are believed to exist today. Generally regarded as one of the very few pre-war models that drives like a post-war car, the BMW 328 is eligible for all the most important historic events including the Mille Miglia, Nürburgring Oldtimer GP and Le Mans Historic. £550,000 - 650,000 €760,000 - 900,000

## 800 **1955 FRAZER NASH LE MANS COUPÉ**

Registration no. ROB 888 Chassis no. 421/200/206 Engine no. 100B/2/3285

- One of only eight production models
  Acquired by Gordon Willey in 1993
  Extensively restored

- Eligible for the most important motor sports events



'A production Le Mans Coupe Frazer Nash was quite a smooth looking car for its time. It was evolved from fitting a "hard top" to a Targa Florio body style and took its name from the success of the prototype at Le Mans in 1953.' – Denis Jenkinson, '*From Chain Gang to Turbocharger*'.

According to the Frazer Nash Archives, only nine (one prototype and eight production) Le Mans fixed-head coupés were built between April 1953 and October 1956, this particular car being the penultimate one completed. The Frazer Nash cars of the late 1930s had been re-badged BMWs (parent company AFN Ltd were the official importers) but after WW2 the firm returned to producing the kind of uncompromising, competition-orientated sports car that had forged its reputation in the 'chain gang' era of the 1920s. Frazer Nash had used a variety of different proprietary engines in pre-war days and when production proper resumed in 1948 it was with the 2.0-litre six-cylinder Bristol power unit, a particularly appropriate choice given the latter's BMW origins. By the time production ceased in 1957, Frazer Nash had completed a little over 400 cars in some 33 years yet had acquired a reputation and a fanatical following out of all proportion to the paucity of its output.

Introduced in 1953, complementing the company's successful open sports cars, the Le Mans Coupé was the first closed Frazer Nash to enter production. It used the new parallel-tube chassis frame, around which was wrapped a beautiful full-width alloy body that, with its curvaceous lines and horizontal front grille, hinted at the forthcoming Sebring roadster. The chassis boasted independent front suspension, rack-and-pinion steering, torsion bar rear suspension and twin-leadingshoe brakes, while the engine was, of course, the 1,971cc six-cylinder Bristol. Of the nine cars completed, three would race at Le Mans, the most successful being chassis number '186', which finished 13th overall in 1953 (winning its class) and 11th overall in 1954.

Completed in January 1955, chassis number '421/200/206' was delivered new in Birmingham to one J A C Edwards carrying the registration 'ROB 808'. Its subsequent history is unknown, though the celebrated motoring journalist and Frazer Nash historian Denis Jenkinson once observed that the majority of the Le Mans Coupés were 'used as normal every day touring cars'.



A list of 'Post-War Nash Owners' on file records ownership by someone called Sheppard (1964), Howard (in the USA, 1979-1978) and J Tallis (1979). Proprietor of John Tallis Motors Ltd of Bath, Somerset, the latter purchased the car from well-known classic racer and specialist motor dealer Nigel Dawes (invoice on file).

In February 1993 the Frazer Nash was offered for sale at Brooks' Olympia auction (Lot 124) where it was purchased by Gordon Willey. The catalogue description stated that the 'barn find' Le Mans appeared to have been laid up since it last changed hands in 1979; its survival in remarkably original condition was noted and the car was described as 'an attractive restoration project for the dedicated margue enthusiast.'

Gordon Willey's dedication to the task of restoration is evidenced by the substantial quantity of related invoices on file from specialists including Classic & Performance Cars, Lorenzini Autosports, Bill Roberts, Brian Barlow and Jonathan Wood (close inspection recommended).

The car appears to have been made roadworthy again by February 1995 when one of the two MoT certificates on file was issued; the other expired in November 1999, there being a difference of only 53 miles between the mileage totals recorded. The file also contains the 1993 auction invoice, a selection of restoration photographs and a V5C registration document. It should be noted that a new fuel tank has been installed but is not connected, and thus the car is currently not running.

It could be argued that Frazer Nash's reputation is scarcely justified based on the number of cars built. However, it is greatly to the firm's credit that despite a lack of resources it achieved so much in international competition in the immediately post-war years. This well-documented Le Mans model affords the opportunity for the discerning collector to acquire part of the legend. Additional, it has the most important cachet of being eligible for all the most prestigious motor sports events including the Tour Auto, Mille Miglia, Goodwood Revival and, of course, Le Mans. £380,000 - 420,000 €530,000 - 580,000



### 009

## 1966 MASERATI MISTRAL 3.5-LITRE SPYDER COACHWORK BY CARROZZERIA FRUA

Registration no. HUJ 310D Chassis no. AM109 S 067 Engine no. AM109 S 067

- Believed to be one of the 1966 Turin Motor Show cars
- Rare right-hand drive version
- Fully documented UK ownership
- Well maintained
- Extensive history



'We do not suppose there are many cars whose names conjure up an aura of exotic glamour to the same extent as that of Maserati. Even now, many years after the company has withdrawn from any form of competition, past glories linger on.' - *Sporting Motorist*.

Maserati's survival strategy for the 1960s centred on establishing the company - which hitherto had mainly concentrated on its Grand Prix and sports car racing activities - as a producer of road cars. The Modena marque's new era began in 1957 with the launch at the Geneva Salon of the Touring-bodied 3500GT. A luxury '2+2', the 3500GT drew heavily on Maserati's competition experience, employing a tubular chassis frame and an engine derived from the 350S sports car unit of 1956. Suspension was independent at the front by wishbones and coil springs, while at the back there was a conventional live axle/semi-elliptic arrangement. The 3500GT's designer was none other than Giulio Alfieri, creator of the immortal Tipo 60/61 'Birdcage' sports-racer and the man responsible for developing the 250F into a World Championship winner.

The twin-overhead-camshaft, six-cylinder engine was a close relative of that used in the 250F and developed around 220bhp initially, later examples producing 235bhp on Lucas mechanical fuel injection.

Built initially with drum brakes and four-speed transmission, the 3500GT was progressively updated, gaining five speeds, front disc brakes and, finally, all-disc braking.

Last of these classic six-cylinder Maseratis, the Pietro Frua-styled Mistral commenced production in 1963. The 3.7-litre version of the Bolognese manufacturer's long-stroke engine was fitted to most cars, other options being the 3.5-litre or, from 1966, the 4.0-litre unit. A handsome two-seater on a shortened, square-tube chassis, the Mistral was built in coupé and spyder versions, the former's opening rear window hatch making it an unusually practical car.





A five-speed gearbox, disc brakes and fuel injection were standard equipment; automatic transmission, air conditioning and a limited-slip differential the options. Production ceased in 1970, by which time a total of approximately 828 coupés and 125 spyders had been built.

Believed to be one of the 1966 Turin Motor Show cars, this righthand drive Mistral Spyder was originally sold by the UK Maserati concessionaire to its first owner, Mr Elias Houry, a London-based banker.

It subsequently passed through the hands of four registered keepers, including two well known exotic car dealers, Anthony Rees Thorley and Charles Harris, before ending up in the possession of Thomas Walduck, a well known collector, in 1974. Marque specialists Corley Motors purchased the Maserati from Mr Walduck circa 1993 and extensively restored the car, which passed via dealer Neil Crabb to its next private owner, Sir John Roger, in July 1998.

Sit John appears to have used the Maserati sparingly during his ownership, accompanying bills for maintenance work and expired MoT certificates showing the odometer reading increasing from 75,618 in 1999 to 77,450 in 2005, a total of only 1,832 miles in six years. Purchased by dealer Brain Classic at a UK auction in July 2005, 'HUJ 310D' was sold to its current owner the following month.

The mileage at time of acquisition was 77,451, to which the vendor has added some 11,000 miles, making the current total 88,494. The accompanying and most substantial service history dates back to the car's time at Corley Motors and continues with bills and MoT certificates relating to its time in Sir John Rogers' ownership. Needless to say, all bills and MoT certificates accumulated by the current owner are in the file also, making for a most impressively documented history.





The latter testifies to the vendor's fastidious 'no expense spared' approach to maintenance, with the bulk of the work undertaken being shared between renowned marque specialist Bill McGrath and Classic Restorations of Alyth, Perthshire. In total, some £80,000 has been spent over the course of the last ten years, the most recent significant expenditure relating to a major bodywork restoration and repaint carried out by Vale Cottage Motors in December 2012 at a cost of £40,000. The car will be offered for sale fresh from a service by Bill McGrath Maserati.

Of the relative handful of Mistral Spyders built in right-hand drive configuration, 'HUJ 310D' is believed to be one of only two known to still exist but is the only one fitted with a detachable factory hardtop. Refinished in its original 'Red Arcoveggio' with magnolia hide interior, this beautiful car represents a unique opportunity to acquire one of these delightful, rare, hand-built Spyders possessing impeccable provenance. £400,000 - 500,000 €560,000 - 700,000



## 010 \* N

The ex-Works, H J Aldington, Philip Jucker 1932 FRAZER NASH TT REPLICA COACHWORK BY COMPTON

Registration no. MV 2429 Chassis no. 2050 Engine no. 11034

- Used by the works for competition
- Continuous history
- A starter at the first South African Grand Prix
- Recently restored

Donald Aldrington and Henry Olrog where victorious at Brooklands 1 Hour Speed Trial in May 1932. © Frazer Nash Archive

17;

Ken Hutchison set a highly respectable time at the Bugatti Owners Club Chalfont St Peter Speed Trials in 1933. © Frazer Nash Archive







The Frazer Nash was the direct descendant of the GN cycle car, a twin-cylinder, chain driven vehicle produced until 1922 by the partnership of Captain Archie Frazer-Nash and H R Godfrey. Archie Frazer-Nash then formed a new company and in 1924 the first Frazer Nash appeared. In 1928 Captain Frazer-Nash left the company, which then came under the control of H J and W H Aldington.

Between 1924 and 1954, when production effectively ceased, approximately 450 Frazer Nash cars were produced, of which 350 were pre-war 'Chain Gang' models. Of these, 85 had the most popular TT Replica style of bodywork, which was offered between March 1932 and 1939. The TT Replica was based on the cars that contested the 1931 Tourist Trophy Race, though none of the three cars entered actually finished the event. In 1932 the cars fared better, one finishing 2nd in class. Frazer Nash used a number of different proprietary engines, the TT Replica being fitted with the 1½-litre, four-cylinder, overhead-valve Meadows 4ED engine; the 1,660cc six-cylinder, twin-overheadcamshaft Blackburne engine; and the 1½-litre, four-cylinder, singleoverhead-camshaft Gough engine. However, it should be noted that the factory undertook the manufacture of individual cars to order and various combinations of engine and chassis were produced. Although the chain drive is highly unusual, for a motor car of the period, a chain is more efficient than almost any other form of power transmission and the Frazer Nash system was one of the best.

References at the time to 'smoking or red-hot chains lying on the road' after the rare breakage were mistaken. The reason they were handled with care was because they were dirty, and many chains lasted over 40,000 miles. With their unique form of drive, Frazer Nashes oversteered dramatically under power and it was said at the time that 'Frazer Nashes never go round corners, they merely change direction.'



While the TT Replica was sold as an all-round performer, it did not achieve significant success in major circuit races. The model's record in the International Alpine Trials of 1932, 1933 and 1934 is, however, outstanding and equalled by few makes, no doubt due in part to its ability to negotiate the tight Alpine passes under full power. In the 1932 event two cars were entered and lost no marks, while in 1933 a TT Replica was the only car entered not to lose marks. In 1934, four of the team's six cars were un-penalised.

First registered on 6th May 1932, 'MV 2429' was originally used by the works team and was driven at the Brighton Speed Trials in 1932 by Donald Aldington, the youngest of the three Aldington brothers. The works entry says the car was fitted by the owner with a special Meadows 4ED engine fitted with a Shardlow roller bearing crankshaft. The following year, 'MV 2429' was entered in the first meeting at the new Donington Park circuit by Philip Jucker.

'MV 2429' driven again by Donald Aldington and navigated by Henry Olrog won the 1 Hour speed trial at Brooklands in May 1932. It had considerable success during 1932 and 33, in the hands of Ken Hutchison as well as the Aldingtons. In November 1934 the Frazer Nash went to South Africa where it was one of a mixed bag of cars to start at the first South African Grand Prix on 27th December that year. It was not a good race for either the Frazer Nash (car No.7) or its driver. To quote Brad Bishop from his book, 'South African Grand Prix': 'Only the delightful English driver L G Williamson really got himself in some comic trouble in his Frazer Nash.

Taking the Leaches Bay angled bridge with too much vim, Williamson shot off the track into the valley below. The cleft was well carpeted but mainly with prickly pear bushes. When the ambulance men rushed to rescue Williamson, they could see his car lying 30 feet below in the foliage but they couldn't see him. When they did pluck him out, Williamson looked like a pincushion. For the next two days in Frere Hospital, it took two pretty nurses all their time with tweezers to extract the needles from various parts of Williamson's anatomy. But no bones broken. He just laughed.'







Despite this episode, 'MV 2429' went on to enjoy a long and illustrious racing career. The car stayed in South Africa and was raced in the mid-1930s at the Grand Central Circuit near Johannesburg, presumably by Williamson. In the late 1940s the Frazer Nash was widely campaigned in the Western Cape by Irvine Louw. There are photographs of the car competing in the first Van Riebeeck Trophy at Paarden Eiland in 1948 and later at Gunners Circle. After Irivine Louw left for Canada, Fritz Meisner owned the Nash for a couple of years, entering one or two events.

The car then passed to Bill Penbertly of Mowbray where it stood in a lean-to for many years. Well known to members of the Cape Town Crankhandle Club, it was finally acquired by the current owner in 1966 after only four years of discussions over glasses of amber liquid! 'MV 2429' is a very early TT Replica, much lighter and competition orientated than the later versions. It has the large TT Replica fuel tank at the rear and a basic, two-seater body. Made by Compton, the latter has the traditional ash timber frame with aluminium panelling. The design is similar to the 1931 Boulogne model (Tourist Trophy and 'Double 12' cars), the rounded rear body being designed to enable a spare wheel to be laid flat behind the seats.

Commencing in 1996, many years were spent restoring 'MV 2429' using as many of the original parts as possible. A 1929 Meadows 4ED from a Lea Francis was acquired and fitted to the car, and a new radiator constructed. The engine was rebuilt in 2006 by Steve Stanton and has a new crankshaft, con-rods, cylinder block and head. The car is complete and has its original chassis, axles and chain transmission. The body frame has been replaced but many of the original aluminium panels are retained together with parts of the bonnet. Not offered on the open market for years, this delightful 'Chain Gang' Frazer Nash is, quite simply, a real gem. Please note this lot will be subject to the reduced import tax of 5% on the hammer price should it remain in the EU. £250,000 - 300,000







John Young is a veteran motor trader, racing and rally driver and car connoisseur who was virtually born into a fourwheeled commercial world. His father co-founded Rose & Young in 1918, initially selling First World War-surplus in Streatham, London, then progressing to car sales.

Young John learned to drive in a Talbot – learned about the motor trade at his father's knee and became firm friends with such post-World War 2 Warren Street traders as Roy Salvadori, who was also then a budding racing driver. An early experience of really high speed came as passenger with Salvadori in his Frazer Nash Le Mans Replica at Abridge aerodrome in Essex. John began racing his own MG TC, followed by a Healey Silverstone, an ex-Ecurie Ecosse Jaguar C-Type, and then the Connaught 'AL10' single-seater.

He was asked to co-drive the works Connaught sports car with fast-rising young star Bill Smith in the 1955 TT at Dundrod. They tossed a coin to decide who would take the opening stint, young Smith won, and was killed in a ghastly accident on the second lap. John raced for some ten years, including experience of practicing a Jaguar D-Type at Le Mans, and sadly it was another fatality to a close friend – Bill Whitehouse – at Reims in 1957 that persuaded him to retire.

John Young became one of a prominent circle of motor racing motor dealers who had done it all, seen it all, and who thoroughly enjoyed scoring dealing points off one another over many years to follow. Young, Salvadori, John Coombs and Bernie Ecclestone – now so well-known for different though plainly associated reasons – would swap stories about one another's successes, perceived shortcomings and failures which are side-splittingly hilarious to all regaled with them.

Of Bernie Ecclestone John Young has recalled: "He had a set-up at Bexley Heath called Compton & Ecclestone and we used to do lots of deals, but he would run rings round me – a genius. I can quite see how he has reached the top. In the end I had to say 'Let's pack up doing business, but we'll remain friends' and that's what happened..."

In the Spring of 1956 John became involved with filming the landmark Mille Miglia-based motor racing feature film 'Checkpoint' on location in Italy. While his personal taste in fine cars extended to Hispano-Suiza, Rolls-Royce and Bentley, he also became a rally driver competing in three Monte Carlo Rallies during the 1950s, initially sharing a Ford Prefect then a Ford Anglia and finally a Riley 1.5. His illustrious co-drivers included Roy Salvadori, John Coombs and future double-World Champion Graham Hill.

As a confirmed car collector and connoisseur and as a most respected elder statesman member of the British Racing Drivers' Club, John Young has been an integral member of the British motor racing and motoring fraternity for more decades now than perhaps he cares to remember. And any fine motor car with John Young in its ownership provenance is one to be most highly regarded, indeed...



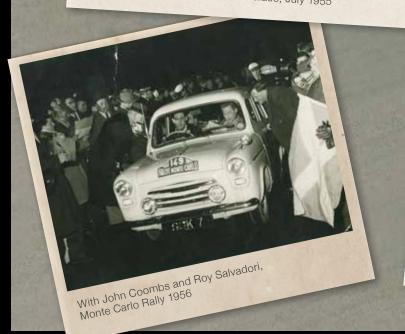




Racing in shirt sleeves, Crystal Palace, July 1955



Hustling his C-Type Jaguar, Stapleford Airfield, October 1954





Leading his class with John Coombs Lotus, Third International Nine Hour Race, Goodwood, 1955

## 011 1955 MERCEDES-BENZ 300 SL 'GULLWING' COUPÉ

Registration no. RYN 9 Chassis no. 198.040-55 00810 Engine no. 198.980-55 00831 Body no. 198.040-55 00787

- Iconic model
- Delivered new to the UK
- Connoisseur ownership for circa 45 years
- Outstandingly original



John Young behind the wheel of his much loved 'RYN 9'



'When it was first announced by Mercedes-Benz, the production 300 SL Coupé was a startling car built to the German concern's customarily startling standards, but above all what left the general public most open-mouthed about the new car was its upward-opening Gullwing doors...!' - *Motors*, 1963.

Mercedes-Benz returned to post-war competition in 1952, fielding two of its new 300 SL (W194) sports cars in the Mille Miglia. The pair finishing a creditable 2nd and 4th overall in this most difficult of events and this promising start was followed up by a win in the challenging Carrera Panamericana. The works first raced the 300 SL (Sport Leicht) in open form, but for the Le Mans 24-Hour Race in June a trio of 'Gullwing'-doored coupés was entered. High sills were a feature of the multi-tubular spaceframe chassis, and while access was not a problem of the open car, the coupé bodywork required innovative thinking - hence the Gullwing doors. Karl Kling and Hans Klenk duly brought their 'Silver Arrow' home in first place and the 300 SL was on its way to becoming part of motor sporting legend. Launched in 1954, the production 300 SL retained the spaceframe chassis and lightweight aluminium-alloy bodywork of the W194 racer while its mechanical underpinnings, like the latter's, owed much to the contemporary Mercedes-Benz 300 luxury saloon. A 2,996cc overhead-camshaft inline six, the 300 SL's engine was canted at 45 degrees to achieve a low bonnet line and produced 215bhp (DIN) at 5,800rpm using Bosch mechanical fuel injection. A four-speed, all-synchromesh manual gearbox transmitted power to the hypoid bevel rear axle. Suspension was independent all round: by wishbones and coil springs at the front, with swing axles and coil springs at the rear.

A production 300 SL (W198) was tested by *Road & Track* magazine in 1955, accelerating from 0-60mph in 7.4 seconds on its way to a top speed of 140mph. Half expecting the long-awaited 300 SL to provide an anti-climax, R&T were delighted to find the new car, 'far beyond our wildest expectations. In fact, we can state unequivocally that in our opinion the 300SL coupé is the ultimate in an all-round sportscar.



It combines more desirable features in one streamlined package than we ever imagined or hoped would be possible. Performance? It accelerates from a dead start to 100mph in just over 17 seconds. Dual purpose? A production model 300 SL can make a very acceptable showing in any type of sportscar competition. Yet the car is extremely tractable and easy to drive in traffic. Comfort? The fully enclosed 300 SL is the most comfortable (and safe) high-speed 'cross-country' car built today.'

A 300 SL roadster featuring conventional doors was first exhibited at the Geneva Salon in May 1957 and, although built in greater numbers, has never matched the immortal Gullwing for desirability. Its racing parentage notwithstanding, the 300 SL remains a thoroughly practical car, as civilised in city traffic as it is exhilarating on the autostrada. By the time 300 SL Coupé production ceased in 1957, some 1,400 examples had found customers. Today the model is both rare and most sought after by connoisseurs of fine automobiles.

The bulk of 300 SL production was delivered new to the USA, and European or UK specification cars, such as that offered here, are relatively rare. This magnificent Mercedes-Benz 300 SL Gullwing was first owned by Dennis Ziani de Ferranti, son of engineer and inventor Dr Sebastian Ziani de Ferranti, who had founded the eponymous electrical engineering and (later) electronics company in 1882. It was in its post-WW2 role as a major defence contractor that Ferranti rose to public prominence, supplying radar and targeting systems for Royal Air Force jets such as the Harrier and Tornado. In the 1970s, Ferranti was taken over by GEC, only to be bankrupted and broken up in 1993 following the acquisition of a US company that was subsequently revealed to be fraudulent. The Ferrantis were noted connoisseurs of fine automobiles and at one time owned the only right-hand drive Ferrari 250 GT SWB California Spyder ever built.

Chassis number '00810' was completed in October 1955 and shipped to Mercedes-Benz (Great Britain) Ltd that same month. The car was delivered finished in silver-grey metallic (DB180) with blue leather interior, and was equipped with the optional Rudge-Whitworth centre-lock steel wheels, a Becker Mexico radio and fitted luggage to match the upholstery. A copy of the factory build sheet (in German) comes with the car.

'RYN 9' was first registered to Ferranti Farms and it was not until 1967 that it was registered in Dennis de Ferranti's name. The car was subsequently owned in short order by A&B Cars, Mr G. Dunn, J H Sarginson and Hugh K Edgley in August/September 1968. Its next owner was the current vendor, John Young, former racing driver and managing director of Mercedes-Benz dealers Rose & Young Ltd. Based in Caterham, Surrey, Rose & Young was one of the biggest Mercedes-Benz dealerships in the South of England and as such handled dozens of 300 SLs over the years.







John bought the Gullwing from Hugh Edgely as part of a package deal together with a 300 SL Roadster. The Gullwing has been registered to John personally since 1973 and has been kept purely because it is the most original and unspoilt example he has ever come across.

Interviewed for a forthcoming article in *Motor Sport* magazine, John said: 'I can't remember exactly how many I've owned but there have been umpteen. Our business was one of the very first Mercedes agents and for a while I drove Gullwings almost every day. I really liked them.' Of this car he says: 'It's very original and has done fewer than 50,000 miles from new. I remember at one time that we had about five Gullwings lined up for sale at the dealership. They cost a few thousand quid each, which was a lot of money at the time...'

Dark grey when purchased (John thinks de Ferranti had it repainted) the 300 SL has been returned to Mercedes-Benz dull silver in colour but apart from that has never been restored and has needed little doing to it. Used sparingly by John for the occasional continental tour and local classic car shows, it has covered only some 44,000 miles from new (see MOT certificates on file) and was last serviced by model specialists O'Keefe Restorations in 2011, since when it has covered negligible mileage.

The Young Gullwing is wonderfully original and unmolested; the only 'fly in the ointment' is that John loaned the original fitted luggage to a friend who never gave it back, and he cannot remember who it was so the current luggage set is a replica. 'RYN 9' is featured in Anthony Pritchard's definitive book on the marque, '*Gullwing - the Mercedess Benz 300 SL Coupé*' (Palawan Press), which contains numerous photographs of this original and correct car as an example of how a 300 SL should look.

As a further mark of this car's quality, Mercedes-Benz has frequently borrowed 'RYN 9' to display on its stand at various prestigious classic car shows, and it was chosen as the centrepiece for the famed 'Festival of Speed' sculpture (shown opposite) in 2001, mounted high on a spur in front of Goodwood House. 'I lent it to them and quite a few people asked whether I was at all worried,' John told *Motor Sport*, 'but I was quite happy and thought the whole thing looked very effective. They did attach a lightning conductor, though, just in case...'

Offered with various magazine articles concerning the car, sundry invoices, a current MoT certificate, an old-style logbook and V5C document. This outstandingly original example of, arguably, the most charismatic of all post-war sports cars is presented in quite delightful condition and is worthy of the closest inspection. Please note the BRDC badge affixed to this car will be retained by the vendor. £1,000,000 - 1,300,000 €1,800,000



## 012 N 1961 LOTUS ELITE SERIES 2 SUPER 95 COUPÉ

Registration no. 183 XUC (see text) Chassis no. 1864 Engine no. 8173

- A landmark of sports car design
- One of an estimated 23 Super 95s built
- Matching chassis, engine and gearbox numbers
- Benefiting from recent extensive renovation



'The road manners of the Elite come as near to those of a racing car as the ordinary motorist would ever experience.' - *The Autocar*.

With the Lotus 14 of 1959 - better known as the Elite - Colin Chapman demonstrated that his skills as a racing car designer and constructor could just as easily be applied to production road cars. The Elite was, nevertheless, conceived with competition in mind - Chapman had his sights set on class wins at Le Mans and the Monte Carlo Rally - and incorporated technology developed in Lotus's single seaters. Every bit as innovative as Chapman's outright competition cars, the Elite featured a glassfibre monocoque body tub - the world's first - independent suspension all round, rack-and-pinion steering and four-wheel disc brakes, the rears mounted inboard. Its engine was the lightweight four-cylinder Coventry-Climax FWE, a single-overhead-cam unit of 1,216cc producing 75bhp, while the gearbox, an MGA unit fitted with an alloy casing and modified bell-housing, was sourced from BMC.

The curvaceously styled body - the work of Peter Kirwan-Taylor and aerodynamicist Frank Costin - although possessing an admirably low coefficient of drag (0.29), made few concessions to comfort or noise suppression, not that that is likely to have bothered the Elite's customers, for whom its 112mph top speed and superlative handling were of far greater importance.

Body production was farmed out to Maximar, a boat builder, which supplied around 250 for assembly at the Lotus factory in Edmonton, North London. With demand increasing, the company relocated to a new purpose-built factory in Cheshunt, Hertfordshire in 1960. The body contract for what would become known as the 'Series 2' Elite was given to the Bristol Aircraft Company, and by the time production ceased in 1963 an estimated total of 1,030 cars had been completed. Series 2 developments included an improved design of rear suspension and more civilised interior. Engines in higher states of tune became available and the Elite could be ordered with optional twin Weber carburettors and/ or a ZF all-synchromesh close-ratio gearbox. As its name suggests, the 'Super 95' came with an engine producing 95bhp.

On the racetrack, the Elite proved every bit as successful as Chapman had hoped, scoring its first international class win at the Nürburgring 1,000km race in 1959, and would go on to win its class at Le Mans on five occasions, twice winning the prestigious Index of Thermal Efficiency competition, with best finishes of 8th overall (twice). They were a mainstay of sports and GT racing at national level on both sides of the Atlantic and many are still in action in historic events today.





A Bristol-bodied Series 2 Elite, the car offered here is an original, righthand drive, 'matching numbers' (chassis, engine, gearbox) example of the Super 95 model, of which approximately 23 were built. Finished in yellow with silver-grey roof and grey upholstery, it has the desirable ZF gearbox and twin Weber carburettors. An accompanying letter from Lotus Cars confirms that '1864' is an original Super 95, and the car is registered with Lotus Clubs UK and USA as such. Also with the car are photographs before restoration, which show a red cam cover (a unique Super 95 detail) while the boot badge likewise original.

'1864' was sold in the UK and remained in this country until the mid-1970s it was bought by a American serviceman and taken to the USA. It surfaced again in 1999 when Richard Mandorian bought it as a restoration project (photographs on file). Richard Mandorian died circa 2005 and the immediately preceding owner bought the restored Elite from his widow, sight unseen, and in 2006/2007 brought it back to the UK. He drove the Lotus for some 7,000 miles, which included two trips to Le Mans and many in the UK, and not once did the car let him down. Mike Ostrov, Secretary for Club Elite, has confirmed that the car's details, as set out by the preceding owner, are correct.

The current vendor purchased the Elite in the UK in 2013. During his ownership, all safety critical elements were checked and replaced as necessary, including suspension, brake and steering components.

New universal joints were fitted as well as five new wheels and periodcorrect Pirelli Cinturato tyres. In addition, a dynamo-style alternator was fitted, a new wiring loom and master switch installed, and a plug was fitted under the dashboard for a GPS connection or similar. The windscreen and rear window were replaced and the car has a complete new exhaust system and new Weber carburettors (a spare pair of SU carburettors plus manifold is supplied). All the related invoices, issued in 2013 by Tolman Motorsport and totalling over £15,000, are in the substantial history file that comes with the car.

The vendor has covered close to 6,000 miles in '1864' and describes the Elite as 'such an addictive car to drive' and a 'pure joy to use'. We are advised that it has not been raced or seen any track-day use and has never let him down; there have been no concerns with the oil pressure or water temperature, while oil consumption has been minimal (no topping up was required following a drive from the South of France to Brussels). Always in love with the Elite, the owner decided to look for one as a temporary 'gap filler' while another of his cars was away being restored. The restoration has now been completed and so the Elite is for sale to make room in his garage. '1864' is currently registered in Monaco and until 2014 was registered in the UK as '183 XUC'. Offered with a fresh FIVA passport, it will have been driven to the sale. **275,000 - 90,000**  $\notin$ 100,000 +120,000

013 **NO LOT** 



# THE ARTHUR CARTER COLLECTION





### 014 'ONX 113' - the ex-Donald Healey **1953 AUSTIN-HEALEY 100/'100S' COUPE**

Chassis no. BN1 142615

- Donald Healey's personal car, two private owners from new
- Unique motor car with 100S mechanicals
- From the Arthur Carter Collection, owned since 1972
- Arguably the most desirable Austin-Healey ever produced

Offered here is one of the most historically significant Austin-Healeys, a prototype and one of just two 100s built in Coupe form by the newly formed partnership between Austin Motor Co. and the Donald Healey Motor Co. On its completion this coupe was to become the personal and preferred transport of Donald Healey. Importantly, his car was included in the Special Test Car development program acquiring Dunlop disc brakes, 100S mechanicals and other innovative modifications, of which many ultimately found their way into production Austin-Healeys.

### **Donald Healey**

Donald Mitchell Healey was born in 1898, apprenticed with Sopwith and served in WW1 as a pilot in the Royal Flying Corps. After the war he set up his own garage business in Cornwall and early successful forays in rallying led to a role with Riley. His methodical approach to rallying produced consistent results including a win in the gruelling 1931 Monte Carlo Rally with an Invicta S-Type Low Chassis Tourer, an example of which is also offered in today's sale. In 1933 his career took off with a move to Triumph as Development Engineer and later Technical Director. Stints with Claudel-Hobson and Humber during WW2 helped him decide his future and post-war he took the bold step to become a sporting car designer and manufacturer and ultimately achieving international success with circuit and road racing, as well as rallying. Moreover, the car's that carried his name achieved multiple titles as a speed and endurance record breaker. Any one of these achievements guarantee 'legendary' status, however, despite a CV few could equal, Donald Healey is best known for conceiving the much loved and admired range of sports cars known as the Austin-Healey.



Wonderful period photos: First blood - the 100S entries for the 1954 PanAmerican Road Race, the model's competition debut.

1

Famous Healeys attending a speed test day courtesy of the USAF at Brize Norton Airfield. Lance Macklin settles into NOJ 393, his PanAm mount, Geoff Healey standing to the rear. DMH in the Carroll Shelby/Ray Jackson-Moore entry takes an officer for a spin while ONX 113 looks on! © Joe Jarick

2

DMH is seen behind the wheel in the Shelby/ Jackson-Moore 100S with his Coupe parked to the right. While in the midst of an enthusiastic group of officers Bic Healey and Tommy Wisdom look somewhat nonchalant! © Joe Jarick





### Austin-Healey 100

The Healey 100s international debut took place at the 1952 Earls Court Motor Show in London. An overnight sensation, it was intended as a low cost, high performance, limited production sports car primarily aimed at the US market. The Healey 100 sourced its major components from the less than successful Austin A90 Atlantic saloon. It was rebadged as the 'Austin-Healey 100' after Austin boss Leonard Lord negotiated the rights to the design with DMH on the launch day. Low revving and torquey, the Atlantic's 2,660 cc four-cylinder engine produced an unremarkable 90 hp but when installed in the lighter and more streamlined Austin-Healey 100 the result was a genuine 100 mphplus car capable of reaching 60mph in under 11 seconds.

As part of their agreement, Austin supported a development and test program by Donald Healey, a euphemism for motor racing! Future potential was ably demonstrated when two lightly tuned Special Test Cars achieved outright 12th and 14th at the 1953 Le Mans 24 Hour Race. Following on from this success a team of drivers led by Donald Healey and George Eyston set a host of international and national AAA speed records at Utah's Bonneville Salt Flats driving stock and modified versions of the 100. Highlights included a maximum speed of 142.626 mph and 1,000 kilometres at 127.00 mph achieved by the modified 100. Additionally, an AAA selected stock, "off the showroom floor" 100 averaged 104.3 mph over 24 hours.



### Coupe build and body detail

By mid 1953 sufficient Austin-Healeys were rolling off Austin's Longbridge production line to begin to satisfy demand. With production underway, Donald Healey - often referred to by his initials DMH - turned his attention to racing and development, promotion of the 100 while winding down production of the Healey Cars that his company had been producing. It was a very busy year but far from resting on his laurels, he was conscious his business was now focussed on just one model, a sports car instead of a moderately extensive range of Healey cars as before.

In an effort to expand his model range DMH asked Gerry Coker, his designer, to develop suitable concepts. In his book The Austin-Healey, Geoffrey Healey quotes as follows "Gerry Coker styled a number of beautiful fixed head coupes on the basic 100. Two of these were built at Austin in Dick Gallimore's shop. The first built was chassis no. BN1 142615 and was finished in red with a black top. The second was finished in ice blue. The red and black car became DMH's personal car. It later acquired a 100S engine and disc brakes and was used as a support vehicle at races. Stirling Moss drove DMH on a recce of the Mille Miglia course in it. The one-piece top added considerable rigidity to the chassis and improved road holding. This car was used in an attempt to develop the 100S engine as a replacement unit for the 90 bhp 4-cylinder engine."

From the BMIHT Heritage Certificate on file, the coupe offered here, chassis no. BN1 142615 has a build date of 25 August 1953 and carries body no. 'Prototype No. 1'. The chassis strengthening present is particular to Special Test Cars and occurred during the initial build. In all other respects it received Special Test Car upgrades with the exception of alloy panels. However, the alloy sheeting to the engine bay bulkhead reflects a very determined effort to deliver 142615 to that specification. In the build no engine number was recorded, however the body was delivered to DHMCo at Warwick where mechanical work such as the installation of a Le Mans conversion was completed.

As a special build, several components included in 142615 were of an up-rated specification. Items such as the distributor, starter and dynamo. the latter catered for fitted and planned equipment such as spot and fog lights and Becker self seeking radio. Other components specified were well in advance of production line scheduled inclusion, such as up-rated front and rear springs. As part of the build instructions to Jensen for the two chassis was for aluminium 'hard tops' based on drawings supplied by Gerry Coker. From the DHMCo, 142615 was sent to Austin's Longbridge works where the 'hard top' was incorporated into the coupe body shell in Dick Gallimore's experimental workshop. Gerry Coker in his own words 'had very little to do with the coupes' yet he famously styled the 100 body, the coupes 'hard top' and at DMH's request he also chose the colour schemes for both coupes. The colour scheme for 149458 was ice blue with a dark blue roof and for 142615, carmine red with a black roof. Gerry remembers the coupes coming back to Warwick completed and their subsequent role in development. 149458, the 'blue' coupe although numerically 6,843 chassis later received its coupe conversion at Austin and was registered on 3 November 1953 as OAC1.

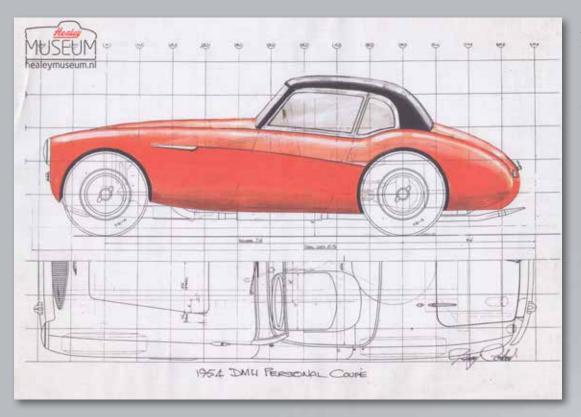






3 & 4 Perranporth, Cornwall, 1950s. Two more studies of the coupe taken on the beach near Donald Healey's home. The contrasting black roof can be seen. © Healey Museum





5 The original Gerry Coker techinical drawing of ONX 113, subsequently hand coloured and annotated by Coker, and now held by the internationally recognised Healey Museum in The Neatherlands.



Chassis number 142615, the red and black coupe, was registered by DHMCo on 3 December 1953 as ONX 113 a full month later than OAC1. ONX 113's original 'buff' logbook is offered with the car and shows and shows "Type of Body" as "Saloon" where all other 100s were described as a 'Sports'. ONX 113's logbook also notes engine number 1B 139174 was fitted. Curiously, the chassis number, incorrectly stamped on the engine bulkhead HEALEY Identification Plate as 1B 2615 instead of the correct number, 1B 142615. (Noting that there is no 190000 series in 100 chassis numbering.) The original chassis plate is present on the top of the driver's side chassis rail and shows 1B 142615. Curiously, the 100S water rail fitted to the 100S engine now installed is numbered 1B 139714 and this matches the engine number stamped on the HEALEY ID Plate. The error in transposing the 1 and 7 is on the logbook.

ONX 113 build card nominates its body no. as 'Prototype No.1' and Geoff Healey may have relied on this when stating that it was the first coupe built. Gerry Coker maintains ONX 113 was in fact built second and there is evidence to support this contention. Key build differences between the two relate to the windscreen mounting method and treatment of the rear bodywork. In relation to ONX 113 Gerry says after OAC1 was completed the decision was made to "lift the rear deck to make the hard top more proportionate". The subsequent rear window treatment allows a more pleasing flow into the rear body contours and rear window placement, shape and size is significantly different as is method of activation, which for ONX 113 is via an over centre latch.

While the interior of OAC1 is essentially standard 100, by comparison ONX 113 became both elegant and sumptuous. What is clear is that DMH and Austin took the opportunity to ratchet both design aesthetics and level of finish up several notches with ONX 113. Quite apart from the registration dates, there is no doubt ONX 113, a styling exercise in the true sense of the words, was completed after OAC1. Although in the original build now almost gone is the production dashboard though still familiar though the retention of the 100 item extremities, fittings, switches and instruments.

The white leatherette covering helps as does a centre console dominated by a then state of the art Becker Mexico self-seeking radio, a feature DMH always fondly remembered. This, together with the balanced placement of Austin A55 heater switches, conveys functionality and overall presentation leans towards being of appeal to the American market. Instrumentation is complemented by the inclusion of a 140 mph speedometer, a Le Mans conversion accessory becoming standard in the 100S. Security was via internally lockable sliding windows and doors while access by a separate unobtrusive push button and key lock. The 'Anti burst' door locks of the type fitted were also not introduced until the 3000 Sports Convertible in March 1962!

ONX 113's trim covered dashboard was to carry through into production. Initially as an option with some 100s thus sold or modified by DHMCo, and they also often featured trim covered dashboards and cockpit surrounds. Appearing first in the 100S then in six cylinder Austin-Healeys trim covering added a touch of elegance over the 100's painted finish. In the same vein ONX 113's useable luggage space behind the seats was later a feature in 3000 Convertibles. The beautiful wood rim aluminium steering wheel was hand-made in the DHMCo Experimental Department and was a type only fitted to the 1953/4 Special Test Cars.

#### Development

Almost immediately after WW2 DMH started the Donald Healey Motor Company to build and market Healey cars. His sons Geoffrey and Brian were to join him later, Geoff as Development Engineer and Brian (Bic) responsible for sales. DMH and Geoff were to work closely on engineering issues, DMH's extensive engineering background at Riley, Triumph, his war experience as Works Manager for Claudel-Hobson and then Humber Car Company helped to make them a formidable team. There was a constant flow of ideas and feedback on issues while DMH was travelling or at races, a significant amount of this correspondence surviving in the Healey Museum and elsewhere. This in turn was formally fed back to Austin by Geoff. DMH was integrally involved with every aspect of his business, confident he could rely on his key managers within his small team at Warwick.



Post-war DMH's focus shifted from rallying to racing primarily and the DHMCo became a regular competitor with Healeys and Austin-Healeys. His DMH's six drives in the Mille Miglia underline his ability to get the best out of his cars, yet perhaps more famously, it was the high speed records and endurance records in 1953, 1954 and 1956 where he achieved the most satisfaction. In 1956 DMH was proud to join the "200 Miles Per Hour Club", at the time a very exclusive group, using a car of his own design, a modified 100-Six with a speed f 203.11 mph.

Late 1953 through 1954 was both a busy and difficult time for the small team at Warwick as Special Test Cars were also being built for the 1954 season and component availability from both Austin and Dunlop were problematic. The relatively small number of components initially available to support both the current and forward racing and development program was tight and it wasn't until 1955 that the 100S components became available for ONX 113.

Turning to the engine and internally this 100S engine specification is similar to that of the four cylinder 100 with a bore of 87.3 mm and stroke of 111.1 mm giving a capacity of 2,660 cc, but that is where the similarity ends. An up-rated block carries a nitride-hardened crankshaft, polished connecting rods with fully floating wrist pin and all running on tri-metal bearings. Assisted by an up-rated camshaft, a carefully assembled Special Test Car engine would develop a little over 140 hp even with a somewhat conservative compression ratio of 8.3:1.

The Westlake designed 'four port', four inlet, four exhaust, aluminium alloy cylinder head used larger silicone chromed steel inlet valves and exhaust valves in 'KE965' steel. Fed by twin 1 3/4 Inch H6 SU carburettors with an integral cold air box receiving fresh air fed directly from the grille. Exhaust is by cast headers into a 'high efficiency' twin pipe system to assist cooling a Tecalemit brand combined oil cooler/ filter was mounted forward of the chassis front cross member.

The 100S engine as fitted to ONX 113 is block no. SPL 226 BN, a mid-1953 block used in the Special Test Car Program for 1953 and 1954 events. Although a 1953 spec. engine, SPL 226 BN was fitted to X191, the 100S displayed at the 1954 Earls Court Motor Show was for the model's public release. The cylinder head fitted carries the no. SPL 228 BN, an ultra-rare aluminium 'angle face' type. This type is pre-production and more reliable as the production items were, unfortunately, cast in softer aluminium. Geoff wrote that "The S engine was seriously considered as a replacement for the 90hp 100 engine..." and while DMH was unsuccessful in this regard, the Westlake design influence did make it into the production 100-Six in October 1957 when the 12 port head, then referred to as a 'six port', was introduced. In the end DMH got his way as it is essentially a 100S head in cast iron plus an extra two cylinders with the troublesome tubular pushrod tubes cast in. An aluminium version for competition was soon to follow thus completing the circle.



Special Test Car chassis no. SPL 227/B ran as the modified 100 at Bonneville in 1953 with engine no. SPL 228 BN fitted, and the actual cylinder head from that car was installed in ONX 113. 1953 Bonneville was the first time out for Harry Westlake's just designed 'four port' aluminium head, and great care was being taken to conceal it. The "RA 104" stamped to the head front face indicates a Westlake test component. In preparation for this Bonneville attempt, Westlakes would have had the engine on test for 24 hours. After this they would have stripped the engine and head completely, checked and rebuilt it, then run the engine up in preparation for the record attempt. Endurance records were attempted on a ten mile circular course usually with a target of at least 24 hours. The modified 100 endurance attempt was curtailed at 17 hours, not due to poor weather as reported but rather engine failure when a connecting rod broke. On the modified 100 return to Warwick the engine block was found to be unable to be repaired and so was buried at DHMCo's Warwick Works. Engine failure aside, results achieved in the modified Healey were outstanding, DMH's outright speed was 142.64 mph for the Mile. On the ten mile endurance course it took records from 122.66 kph to 127 mph. The 'stock' car, a standard 100 in Geoff Healey's words "ran with absolute reliability for 30 hours. By then, we felt we had collected all the records that mattered." and the Austin Publicity Department were to make good use of the records to promote the 100.

While ONX113's 100S engine is very special, the remainder of the power train is of interest with 100S Gearbox no. 1083 being a late "production: 100S unit, in this case unusually fitted with an overdrive. The reason for the overdrive being the rear axle carries a 3.66:1 differential ratio, optional for the 100S and suitable for short circuits and hillclimbs. This combination providing spirited performance with the overdrive extending the Healey's legs quite handily. The rear axle treatment is 'state of the Healey art' for its day. The original production springs increased to the DHMCo preferred 14 leaves with dampening by adjustable Armstrong shock absorbers, from the driver's seat no less. Incredibly, where the rear chassis rails pass under the rear axle they have been modified to drop down, allowing greater suspension travel. This very worthwhile feature did not reach production cars until May 1964! Geoff mentioned the four wheel Dunlop disc brakes were an early modification, which were upgraded to 100-Six type as they became available. Finally, to decrease unsprung weight, beautiful Dunlop 60 spoke aluminium rimmed wire wheels were fitted.

With this specification, ONX 113 would possess excellent performance, handling and braking. Output of Special Test Car engines was often not much more than 140 hp, but the focus was very much on reliability as even from the beginning of the Special Test Car Program relatively few 100S spec spares were available. By the early 1960s these were largely exhausted. Around that time the remaining 100S stock was sold as a lot and the model no longer supported by DHMCo. Subsequent parts enquiries were referred to the third party. DMH kept the coupe until 1962, advertising it in the April 6, 1962 issue of Autosport as illustrated on these pages.

Quite extraordinary, and relevant to today's market values, advertised on the same Autosport page was Aston Martin DBR1/1, at £1,750 for a three year old World Sports Car Championship Winner and value today pretty much priceless....! At the time ONX 113 was almost 10 years old and only half as much? In any event, and even at that asking price, ONX appears to have been advertised only once and snapped up by the first private owner, a Mr Alexander Hamilton registering the car on 19 June, 1962.

As a mid-1953 snapshot, Austin clearly supported the two coupe proposal with 100 production now satisfying the strong demand which was of course the primary focus. Each week an average of 150 were rolling off the line with a seemingly endless USA appetite for them. Timing is everything and perhaps it was simply just too early for a coupe variant. Regardless, Austin felt that "there would not be a market for a coupe" and that was it. Leaving us with just two 1953 100 based coupes, there would be few Healeys or Austin-Healeys attracting the same level of desirability or sheer charisma as DMH's personal 100S Coupe.

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off Arrists Street

#### DONALD HEALEY

## wishes to dispose of his

## Red/Black 100S Fixed Head Coupé.

This car was specially built and has been maintained, regardless of expense, and includes the following equipment.

100S engine with four-speed gearbox and overdrive, Dunlop disc brakes all round, special suspension, 60-spoke wire wheels, Becker California self-seeking radio, wooden steering wheel, safety belts, etc.

This car has recently been reupholstered in White leather with red carpeting.

An opportunity to purchase a unique motor car at the very competitive price of

£850 o.n.o.

DONALD HEALEY MOTOR CO., WARWICK.

Tel.: Warwick 676.

6

Autosport advertisement, 6 April, 1962. A highly rated and valuable car then, as it is today.





Within the classic car movement it is generally regarded as the ultimate Healey to own. The unique Gerry Coker styling many believe takes the original 100 to the next level plus incorporation of the pick of the Special Test Car and development program, with many individual components with a history all of their own..... This is where the appeal of ONX113 transcends Healey and Austin-Healey enthusiasts. By any standard it is a handsome motor car and the addition of its famous owner, Monte Carlo Rally winner, racing driver, sports car manufacturer and WW1 Royal Air Corps aviator, where does it stop? The lack of public awareness of DMH's coupe, seen only on rare occasions, appears to have only added to its mystique.

ONX113 has in the past not always been regarded by some as a 100S, rather as a car upgraded to '100S specification' by add-ons and cast-offs for DMH's personal transport. However, nothing could be further from the truth. Close inspection of it and relevant documentation there is no doubt that ONX 113 became a 100S in an identical way to the 1953 and 1954 Special Test Cars did, through metamorphosis. Identically, each 1953 and 1954 Special Test Car started its life as special build 100s prototype 100M" and then 100S specification emerging in the majority of cases as a 100S. The exception was the Special Test Record Cars where development continued on.

Austin-Healey prototypes most often featured a higher level of finish, innovation and performance. For this reason they were usually sought by and sold to DMH's friends or industry acquaintances. ONX 113 was essentially the first and it set the bar high! DMH kept his coupe for nine years and, considering what other Austin-Healey's were available to him to drive during that period, it is an indication of the great deal of satisfaction he derived from driving ONX 113. Since joining the Arthur Carter collection in 1972 – who acquired the car direct from Mr Hamilton, the first private owner – ONX 113 has had a relatively sheltered life with occasional appearances and work as necessary. Condition is good overall and showing signs of age and patina under closer scrutiny. Bodywork and trim both present well showing little wear and the 1962 Autosport advertisement noting that the trim had been recently replaced appearing to be the case. The engine has also received attention during Arthur's ownership and while underbonnet could benefit from a little detailing, the overall impression is consistent with the car's development role and light use. ONX is fully operational and underbody there is evidence of some light corrosion, with subsequent protective coating.

We at Bonhams have been privileged to have offered some of the most important Austin-Healeys and, to many, ONX is perhaps the most sought after and desirable Austin-Healey of all. Here is an opportunity to put yourself behind the wheel of a time warp and travel down the road of a not just a British, but a true international legend's, beloved 100S Coupe.

Bonhams would like to thank Joe Jarick for his research and cataloguing of ONX 113.

Refer to department



## 015

'SMO 746' - The ex-Works Competitions Department, John Gott

## 1959 AUSTIN-HEALEY 3000 MKI WORKS RALLY/MODSPORTS COUPE

Registration no. SMO 746 Chassis no. H-BN7/1342 Engine no. XSP/18131/9/HC Body Number: 1360

SMO 746, the 1959 Austin-Healey 3000 offered here, is one of a very few sports cars where its fame is equally balanced between carrying the flag for the new 3000 model in International Rallying as a BMC works rally car and its highly successful and much loved club racer in the hands of Police Chief Constable, John Gott.

The Austin-Healey 3000 was announced in March 1959, the new model being based on the previous 100-Six chassis with minor body changes. Importantly it incorporated the new 'C' Type 2.9-litre engine with compression ratio of 9:1, a 10 Inch clutch, with Girling disc brakes up front completing the specification.

Following the potential shown by forays in International Rallying using Austin-Healey 100-Six Rally cars, a further three of the new 3000 BN7 Type, two seater chassis were allocated to the BMC Competitions Department for 1959. Registered SMO 744, SMO 745 and SMO 746, the build card for SMO 746 records it was built between 21-22 May that year; "For Alpine Rally per BMC Competitions". Curiously, SMO 746 was not despatched to the BMC Competitions Department at Abingdon until 20 July 1959, almost a month after the Alpine Rally. This tends to confirm the 3000 Team Cars on their first international event were running in largely standard tune, apart from side exhausts. So it was that SMO 746 received its baptism of fire, with its international event history as follows;

June 1959 - Alpine Rally. Jack Sears and Sam Moore driving SMO 746 retired following an incident on the Vivione Pass. When pushing on Jack Sears hit a gully and the fan holed the radiator. The Team Cars' were competitive though, on the first stage Jack Sears in SMO 746 and John Gott with SMO 745 were two of only three of the 33 entries to achieve the allocated time for the 800 miles from Marseilles to Cortina d'Amprezzo which included three laps of the Monza Circuit.



Original BMC Competitions
 Department Works Rally Car

- Raced, owned and developed by John Gott
- Possibly the most raced and successful Austin-Healey
- From the Arthur Carter Collection owned since 1972



at 15/2 shares at the second





Coupe des Alpes, 1960 – SMO 746 and the rest of the team at a service stop. © LAT

## 2

2 Coupe des Alpes, 1960 – John Gott and Bill Shepherd on their way to 8th overall, 2nd in the Grand Touring category (over 2,000cc), and the Team Prize with Pat Moss/Anne Wisdom and the Morley brothers in sister cars.

3 Coupe des Alpes, 1960 – the archetypal big Healey rally shot on a mountain climb..... chuck it into the hairpin, obligatory oversteer to follow.

#### 4

Coupe des Alpes, 1960 – weather holding good, SMO descends yet another mountain. © LAT

**September 1959 - Liege Rome Liege.** Jack Sears and Peter Garnier driving SMO 746 ran out of time. This year was exceptionally hard event with just 13 survivors of the 97 entries. 3000s were now running with the benefit of some modifications.

**October 1959 - German Rally.** Pat Moss and Ann Wisdom driving SMO 746, their first event in a 3000, achieved second overall, the highest placing by a ladies team. Pat narrowly missed the overall win from Carlsson's SAAB as event rules favoured smaller capacity entries.

**November 1959 - RAC Rally.** Jack Sears and Willy Cave driving SMO 746 in the last round of the 1959 European championship, finished 2nd in class.

**February 1960 - Sestriere Rally.** Pat Moss and Ann Wisdom again destined to drive SMO 746. Unfortunately government authorities cancelled the event only a few hours before the scheduled start due to significant adverse weather throughout the region.

March 1960 - Lyon-Charbonnieres Rally. Pat Moss and Ann Wisdom were to drive SMO 745, but this Healey was damaged prior to the start so SMO 746 was substituted. Pat had crashed heavily during a test at the Solitude Circuit outside Stuttgart.

SMO 746

**June 1960 - Alpine Rally.** John Gott and Bill Shepherd driving SMO 746, now with modified cylinder head, manifolds and three SU carburettors. They managed 8th place overall, with three of the four 3000s entered finishing 1-2-3 in the class and winning all five team and class prizes open to them. Pat and Ann Wisdom were second outright in URX 727.

September 1960 - Liege Rome Liege. John Gott and Reverend Rupert Jones driving SMO 746 in what was a typically tough event with only 13 entries finishing from 81 starters. SMO 746 suffered a puncture on the first stage in Yugoslavia and was unable to make up the time penalties. Unfortunately, these were carried through the event and they finished 10th overall. However, the 3000s again won the team prize and achieved a 1-2-3 in class. Importantly, Pat Moss and Ann Wisdom won the event outright in a Works Rally 3000.

At the end of the 1960 season with new works rally 3000s coming online, SMO 746 was sold to John Gott for his personal use.

In February 1961 Motor road tested SMO 746, "Official flywheel figure for the engige was 180 hp. It was tremendous fun to drive in a way which has almost vanished with the passing of the bigger sports-racing cars of the post-war decade. The exhaust, which has a deep bathplug gurgle at tickover, develops the most powerful hard and hollow ring as the revs start to rise, almost drowning the crescendo howl of the straight-cut gears.....a clutch which is immensely positive..... a gearbox with very close ratios..... all combine to provide the most enjoyable gearchange we have encountered on a large-engined car and one we used far more than necessary just for the fun of it. The steering was remarkably light......"



The evolution of SMO 746

5 Silvertstone, 1961 - John Gott at speed in SMO 746 © National Motor Museum Library

6 Silverstone, 1966 – SMO 746 evolving into the full-blown Modsports guise as presented today. © LAT

7

7 (main) 1966 Silverstone - Gott retired from rally driving in 1960 when he was appointed Chief Constable of Northamptonshire Police. He successfully raced the car in club races, Mod-Sports up until 1972.

## 8

John Gott, now Chief Constable of Northamptonshire Police Force, beside SMO and trophies with a Sergeant. © Northamptonshire Police Museum

## 9

Castle Coombe, 1970 – SMO 746 in pretty much definitive Modsports guise. © Ferret Photographic







SM074

## John Gott

In 1960 John Gott was appointed Chief Constable of Northamptonshire Police Force and, with the season over, he purchased SMO 746 and retired as a Works driver from rallying to concentrate on his Police responsibilities. John was born in 1913 and was to join the Police in his early 20s. Part way through the war he transferred from the Police to Bomber Command as a navigator. It was during his courageous war service he was awarded both a George Medal and an MBE. His interest in motorsport began at an early age by attending Brooklands, but his first event as driver was the 1933 RAC Rally. From there he truly 'got the bug' and participated in rallies, hillclimbs, sprints and trials, finishing every Alpine Rally from 1948 to 1951, and winning a Coupe des Alpes in 1951. From the mid-fifties he was a member of the BMC works rally team, ultimately taking the role of Rally Captain. He took class wins on the Tulip, Liege and Geneva rallies, usually in Austin-Healeys.

In addition to club motor racing in SMO 746, he was also Vice-Chairman of the RAC Competitions Committee and sat on the CSI International Court of Appeal. Being a very active participant with his ex-Works 'OLD SMO' it was natural for John, with his mechanic Jock Thin, to begin to develop the car over a decade or more. The introduction of Modsports racing was the specification in which SMO 746 was to finish its career and is the specification in which it presents today. Of the several Works Rally 3000s that evolved to race in this category, SMO 746 is the only one still in this livery.

John continued to develop SMO 746 into the 1970s and, against increasingly stiff competition, it was becoming difficult to keep the wins coming. However, by that time, SMO 746 with John at the wheel had achieved a start record from 184 competition events of 112 firsts, 42 seconds and 13 thirds. When it raced it almost always achieved a podium and, when on the podium, almost always won. It there a car with a better competition record from nearly 200 starts?

On 3rd September 1972 John entered SMO 746 for a 12 lap race at Lydden Hill, a small Kent circuit between Canterbury and Dover. A Modsports race, John was well placed at three laps and going quite quickly, when the Healey failed to take Devil's Elbow, a tight left hander. John appeared to take no evasive action and the Healey crashed into a grass bank with the impact on the driver's side. After receiving emergency treatment John was rushed to the nearby hospital but sadly passed away shortly after arriving. John's mechanic, Jock Thin subsequently went over the Healey but could not find any evidence of mechanical failure that may have contributed to the accident. It was thought that John may have suffered a heart attack but the Coroner was to make a finding of 'accidental death'.

10 John Gott, Rally Captain – an evocative shot of the great man who was universally respected in both motor racing and law enforcement worlds.



### Disposal

A year after John Gott's death his wife took the decision to sell off his race team assets – including SMO 746 and other motor cars, and spare parts – at a disposal sale. The cars and parts were stored at Wooton Hall, the Northampton Police Headquarters. The full list of cars and spares provided to potential purchasers accompanies the documentation on file. Of John Gott's 'Team 3000' assets, Arthur Carter acquired SMO 746 and one other Works Rally car, both in a damaged state. Arthur was also fortunate to purchase the original Works engine for SMO 746 in the sale, which John had put aside.

### Restoration

Arthur decided to restore SMO 746 back into its final Modsports form as a tribute to celebrate John Gott's life. The subsequent work required straightening the chassis. The other panels were repaired with the exception of the front shroud, wings and guard which were replaced.

At the time of the sale Susan Gott had requested SMO 746 not be raced nor shown within her lifetime and it was a promise that Arthur Carter took seriously and respected. However, as a result of Arthur's silence regarding the restored SMO 746 being in his collection of Healeys and Austin-Healeys, rumours began to circulate that the car no longer existed.





The 2003 biography of John Gott by Roy Ingleton titled "John Gott; A Life in the Fast Lane" suggested that SMO 746 was 'destroyed' although a qualifying footnote on the last page indicates "There is however, a suggestion that the car was later rebuilt, with Susan Gott's approval, provided it was never exhibited, but this has not been confirmed by any reliable source".

As a result of this seemingly ambiguity, SMO 746 has recently undergone the closest of inspections. The car has passed with flying colours with all original and correct 1959 BMC Competitions chassis and engine mounts, body and suspension strengthening, and bracing, evident and in place. Additionally, a number of people were to view the car in the 1970s under strict secrecy. One of these was Joe Jarick – the author of this catalogue description –who, during one of his visits to Arthur, was taken by a mechanic to see SMO 746 in its crashed state in a barn on Arthur's farm. This was mid-1974 shortly after Arthur had acquired the car. In recognition of John's racing achievements with the old war horse, Joe provided Arthur with a works 'Tulip' gearbox towards the restoration, one that had completed three events and this now installed in SMO 746.

On completion of the restoration SMO 746 was viewed by Paul Wood, a Northampton County Police mechanic from 1967 to 1973. From 1968 Paul assisted Jock Thin preparing SMO 746, regularly attending race meetings with John and Jock and at times personally taking the Healey to meetings if Jock was unavailable. Following his inspection of SMO 746, Paul provided an affidavit confirming the Healey's identity as SMO 746 "as there are various markings on the car that only I and Jock would have known". This affidavit is on file.

Additionally, the file with SMO 746 contains recent correspondence between Mike Garton and Jack Sears which confirms SMO 746's authenticity. There is no more ambiguity.

As restored, SMO 746 presents in its Modsports specification smartly finished in works colours, Colorado red with Old English white factory hardtop and correctly set up to carry two spare wheels. The Healey retains its side jacking points, 10 inch Minilites and racing tyres. Fitted with its original engine, works alloy cylinder head and triple 45 DCOE Weber carburettors and extractors in its most effective works setup that every Seventies Austin-Healey owner wished for under their bonnet!

In its present livery SMO 746 is the archetypical muscular "Big Healey" and on the race tracks would have filled out the rear view mirrors of only a few competitors very briefly! With careful recommissioning OLD SMO will give the purchaser enormous pleasure as the ultimate evolution of a Works Rally 3000. Alternatively, SMO 746 provides an opportunity to acquire and convert a genuine BMC Works Rally 3000 back into its original specification. In the pantheon of the Works Rally Healeys, SMO 746, is perhaps the most charismatic and actively raced. They rarely come to market and this is the first time in 43 years that SMO 746 – effectively a two owner car from new – has been offered for sale. **£140,000 - 200,000** 

€200,000 - 280,000



## 016 The Ken Flint, Jack Horton, Dan Margulies 1952-MODEL CONNAUGHT A-TYPE FORMULA 2 RACING SINGLE-SEATER

Chassis no. AX (formerly A2/AX)

- Offered with HTP papers
- Actively raced in the 1960s 80s
- Long-term ownership
- Well presented



Connaught was a wonderfully British – always under-funded (!) – motor racing team, and its products such as this handsome A-Type design are preserved today as quintessentially British, front-engined, singleseat racing cars. This particular A-Type has been known essentially as chassis number 'AX', ever since its initial assembly from mainly original Connaught-made components around the turn of the 1950s into the 1960s. It features the A-Type design's standard 7-feet 1-inch wheelbase length and emerged from the private stable of contemporarily-prominent VSCC racer Jack Horton.

He was already the owner of one of the two long-wheelbase Connaught A-Type cars built, chassis serial 'AL10'. The 'AL' cars had a wheelbase 5-inches longer than the normal A-Type standard at 7ft 6ins in length. We understand that Jack Horton wanted a shorter, lighterweight variant than 'AL10' primarily for use in sprints and hill-climbs. After crashing 'AL10' in the later 1950s, he needed a replacement de Dion tube for its rebuild, and despatched his son John to visit wellknown Alta and Connaught specialist Ken Flint in the Wirral, in search of such a component. Ken Flint had not long acquired an abundance of original ex-works components, bought at the Connaught company's closure Sale, which had taken place over three days, 17th-19th September, 1957. While seeking a replacement de Dion tube, John Horton was shown two standard-specification Connaught A-Type short-wheelbase chassis frames. These had been offered in the closure Sale as auction Lot numbers 718 and 719. The former assembly was brand-new and unused, still wearing its factory primer coat of red oxide paint, while the other frame had been part-converted to accept a probably 2.4-litre Jaguar XK-series 6-cylinder engine.

John Horton negotiated purchase of the first frame from Ken Flint for a reported £125, and we understand that it was around 1959-60 that the Hortons, father and son, then decided to build-up the fresh chassis frame into a complete A-Type tailored to the demands of short-distance British sprint and hill-climb events. Drawing upon their own considerable collection of Connaught components and spares, they were able to complete the assembly process with only the front suspension wishbones requiring fresh manufacture. Initially they considered re-creating a Connaught sports-racing car upon this chassis frame. The engine for the finally single-seat configuration chosen was then built-up from original spares which had been acquired when they had originally bought 'AL10' from celebrated Guildford dealer/racer John 'Noddy' Coombs.





The freshly-assembled Horton car's engine was equipped with twin-choke Weber carburettors instead of the four individual Amal components specified for most A-Types, while a small-capacity sprintevent fuel tank was mounted in the car's tail instead of using the standard Connaught-design pannier fuel tanks each side of the cockpit. The Hortons produced their own design bodywork for the car and subsequently competed in it with considerable minor-league success. The car featured an Armstrong-Siddeley pre-selector gearbox, and John Horton campaigned it in partnership with his long-wheelbase A-Type 'AL10' until he sold the latter car to Alan Cottam – who used it subsequently to become a leading VSCC-event contender. Mr Horton retained this car now offered here until he sold it to Dan Margulies, the high-profile London-based dealer and historic racer.

Dan Margulies then competed in this Connaught from around 1963, ultimately selling it to Alta specialist Hugh Clifford. He then continued the car's competition career in VSCC Historic events before finding a buyer for it in one Dennis Kitchener, who is said to have raced the car only once – at Silverstone in 1969, where the engine failed expensively.

1

An evocative shot of much loved and much missed old school classic car dealer Dan Margulies at speed in the Connaught offered here today. © Ferret Photographic. The car was subsequently sold to Arthur Carter, the current owner who preserved it in storage amongst his extensive, and continually growing, collection until 1983 when he had the car completely restored into definitive 1950s-era Connaught A-Type road racing trim. FIA papers were provided for the car in 1983-84 and it subsequently appeared quite frequently at Historic racing level, being driven by Brian Turner through 1984-86.

In period the chassis serial 'A2' was skipped by Connaught, chassis 'A3' – possibly so-named after the main London-Portsmouth A3 road running past the company's garage-cum-factory base at Send in Surrey – being the first production example following financial backer and occasional driver Ken McAlpine's prototype 'A1'. In 1999 this car's FIA documentation was renewed, and it was raceprepared to appear in the Goodwood Revival Meeting, finishing ninth after starting in last place on the starting grid due to its practice-period having been cut short by magneto failure. Throughout its current ownership this Connaught has been primarily maintained and prepared by leading Lincolnshire-based Historic racing car specialists Hall & Hall. It is now offered here in well-presented condition with the mechanical condition as last raced. We would of course recommend the usual checks and re-commissioning prior to running the car.

Connaught of course claimed tremendous acclaim in October 1955 when the marque became the first British constructor to win a significant Continental Grand Prix with a British driver (Tony Brooks) behind the wheel of one of its products, since Henry Segrave had won the San Sebastian Grand Prix for Sunbeam as long beforehand as 1924!

.Under the direction of company founders Rodney Clarke and Michael Oliver – both ex-RAF officers – Connaught cars had always been ingeniously designed, exquisitely well-engineered, and certainly beautifully made. The A-Type Connaught was built for 2-litre Formula 2 competition from 1950-53 and was based upon a twin-tube chassis frame with torsionbar suspension front and rear. Rodney Clarke even had dedicateddesign magnesium-alloy wheels cast for it, promising to be both stiffer and lighter than contemporary wire-spoked racing wheels. Michael Oliver developed the trusty high-camshaft 4-cylinder Lea-Francis 4-cylinder engine which, with dry-sump lubrication and four Amal carburetors, developed some 130bhp from its initially 1,767cc capacity. This unit was mated to the well-understood and reliable Wilson preselector gearbox. The Lea-Francis-derived engine was enlarged to 1,960cc, developing some 145bhp, and by the end of 1952 six A-Type Connaughts had been completed, and by the end of 1953 nine of them were in service, accumulating no fewer than 21 race wins in addition to 12 second places and ten third-place finishes.

Here we recommend the closest consideration of this single-seat Historic Grand Prix racing car – embodying as it does both the very best of early-1950s 'gentleman racing' with a very considerable record over many years of VSCC success. Above all, these bespoke singleseaters are described as being "great fun" to drive.

The Connaught is offered with FIA MSA Historic Technical Passport; no. GB9486; issued 21st October, 2014; FIA Class F2/1; Period E – 1947 to 1960; and valid to 2024. **£80,000 - 120,000 €110,000 - 170,000** 



and offered direct from the Healey family

# ROLEX. A FINE AND HISTORICALLY INTERESTING TWO COLOUR 9K GOLD MANUAL WIND WRISTWATCH BEARING AN INSCRIPTION FOR DONALD HEALEY, PERRANPORTH

Prince, Movement No.7738, Glasgow Import Mark for 1928 15 jewel manual wind movement adjusted to temperature and 6 positions, two tone silvered dial, eccentric dials for time and constant seconds, black Arabic numerals, blued steel hands, rectangular two tone central case body striped with yellow and white gold, flared white gold sides, snap on back, case, dial and movement signed

23mm x 42mm. £8,000 - 12,000 €11,000 - 17,000 1

Perranporth, Cornwall. A photograph taken by Peter Healey circa 1980, depicting Donald Healey standing beside Peter's own Austin-Healey 100 Roadster. Photo credit: Peter Healey Collection

2

Donald Healey seen here wearing his Rolex Prince in the 1930s whilst working for Triumph



#### **Rolex Prince**

The Prince model was introduced by Rolex in 1929 and continued until 1935. With a relatively short period of production, not many were produced and, as such, they were as exclusive in period as they are today. Each watch was supplied with a rating certificate of Accuracy from the Swiss government Observatory. It was unaffected by position or changes in temperature, problems that plagued lesser watches. Rolex say of the Prince that it was 'limited to a relatively small number as such fine watches cannot be produced quickly or in large quantities'.

This model is distinctive amongst the Prince watches because of its Brancard case, a rectangular case waisted to the centre creating a natural guard for the winding crown and the yellow and white gold striped main body. This was the most expensive Rolex that was produced at the time except for the pure platinum. In contemporary adverts it was introduced as a watch for men of 'outstanding merit and distinction'. Quality did not come cheap and it retailed for £21.00 in 1929, a considerable sum in those days.





# 018 1948 JAGUAR 'MARK IV' 3½-LITRE THREE-POSITION DROPHEAD COUPÉ

Registration no. to be advised Chassis no. 617141

- One of only 184 right-hand drive drophead coupés
- Well documented ownership
- Extensively restored by recognised specialists
- Featured in numerous publications



The name 'Jaguar' was first used by SS Cars Ltd in 1936 to denote its new high-performance sports model, the SS100; company founder William Lyons later recalled: 'I immediately pounced on Jaguar as it had an exciting sound to me.'

'SS' originally stood for the Swallow Sidecar & Coachbuilding Company, which had been founded in Blackpool, England by William Walmsley. The company branched out into motor manufacture in 1926, its first major success being an attractive sports saloon on the Austin Seven chassis, the design being the work of Walmsley's partner, one William Lyons. Relocation to Coventry followed and the Swallow range expanded to include models on Morris Cowley, Wolseley Hornet and Standard Sixteen chassis. Marque status arrived in October 1931 with the launch of the SS1, the chassis of which was supplied exclusively to Swallow by Standard, who also provided the six-cylinder sidevalve engine and four-speed gearbox. Although unspectacular in performance, the SS1 went some way towards establishing the pattern for future Jaguars, combining sporting good looks with a better-than-average specification and all at a bargain price. ('Jaguar' would be adopted as the margue name in March 1945, 'SS' having by then acquired a somewhat tarnished reputation).

When peace came some six months later, the newly renamed Jaguar Cars, like the majority of Britain's motor manufacturers, commenced post-war production with a range of pre-war designs, albeit with some minor improvements.

Essentially stopgap models pending the arrival of an entirely new generation of Jaguars, these comprised the compact 1½-Litre and the 2½/3½-Litre model, retrospectively known as the 'Mark IV', which still enjoyed an enviable reputation for strong performance, good road manners and well appointed interiors.

Built on a generous 120" (3,048mm) wheelbase, the Mark IV retained a separate chassis featuring beam front and live rear axle suspension on semi-elliptic springs, lever-arm dampers, Burman worm-and-nut steering and Girling mechanical brakes. The stylish all-steel coachwork was available in saloon or drophead coupé forms and featured the kind of luxurious and well-appointed interior that would become a Jaguar hallmark. Used by SS Cars since 1934, the engine was Standard's rugged seven-bearing six which in Jaguar specification was fitted with a Weslake overhead-valve cylinder head and coupled to a four-speed manual gearbox; in 3½-litre form capable of propelling the sturdy Mark IV to over 95mph.

Top the Mark IV range was the decidedly voluptuous 3½-Litre Drophead Coupé, a full five seater that boasted an ingenious threeposition hood giving occupants the choice of open, closed or coupé de ville motoring. Utilising the same all-steel body construction as its late 1930s SS Jaguar forebear, the newcomer appeared even more svelte thanks to a revised hypoid bevel rear axle that allowed the floor to be lowered by two inches.





Told by the post-war Attlee government to 'export or die', the British motor industry had responded valiantly, none more so than Jaguar, soon to become the UK's biggest US-dollar earner thanks in no small measure to the success of its XK120 sports car. Jaguar's Mark IV drophead coupé was built for the 1948 season only and almost exclusively for export, the majority being allocated to the USA. Production spanned a seven-month period (February to September 1948) during which only 184 Mark IV 31/2-Litre Drophead Coupés were built in right-hand drive configuration (chassis numbers 617001-617184). In his definitive book on the marque - 'SS & Jaguar Cars', written in association with Jaguar Heritage using their detailed archives - All Crouch states that there are only 46 right-hand drive 3.5-Litre drophead coupés left in the world, making this exclusive variant among the rarest of all Jaguar's post-WW2 production cars.

Manufactured in August 1948, chassis number '617141' was retailed via Henlys, London and first registered, as 'GNM 810', on 1st October '48. It is an original right-hand drive, three position drophead coupé, and was delivered finished in black with Pigskin interior trim and Dark Sand soft top. The first owner is not known. Documentation on file states that the Jaguar was bought circa 1952/53 by Mr Brian Gent of Sherbourne Garage, Idle from Messrs Ebdons (Rootes dealers) of Cheltenham as a one-owner car. Shortly thereafter it was sold to Mr Peter Windle, a chartered surveyor of Appleby Bridge, who used the car for several years before consigning it to storage on his property. It was discovered there in 1975 and subsequently passed into the ownership of Jack Poole. Restoration commenced around 1990, with the car evolving from there onwards while being used on a regular basis. It featured in *Jaguar Quarterly* magazine in 1992 with details of the restoration, including pictures, etc. The body was removed from the chassis, which was stripped to the bare frame with only minor repairs required. All components were crack tested where possible. The engine block was found to be cracked so a replacement was sourced. The flywheel was refaced and a new layshaft found for the gearbox together with bearings, seals, etc. the braking system was overhauled and the front suspension rebuilt with new dampers, kingpins, bushes, etc. Specialists in Bradford and Ripon retrimmed the interior, which was completed with new carpets, re-covered door panels and rebuilt instruments. On completion in 1992, 'GNM 810' was considered to be the 'best in the world'.

In November 1997, Jack Poole sold the restored Jaguar to Mr Howard Seymour of Winchester, who used it extensively on events such as the Jaguar Drivers' Club Rally in the USA and JDC tours of Ireland and mainland Europe. While in the Seymours' ownership, the car featured in *Jaguar Monthly* magazine (December 1999 edition, copy available). By that time, the Seymours had covered some 15,000 miles in the preceding two years; documentation on file shows that considerable further refurbishment was carried out during 1998 while the car was owned by them.







In August 2000, 'GNM 410' was acquired by Peter Clark of Beeston, Nottingham, during whose ownership the car was repainted by Stallion Motors in Nottingham. In addition, the cylinder head converted to unleaded compatibility; the rear axle rebuilt by Eric Battelle (in 2002); and a Getrag five-speed gearbox from M&C Wilkinson fitted, also in 2002. New wire wheels to original specification were fitted in 2003 together with new hubs all round. In 2006 the interior woodwork was refinished by Coopers, while in 2007 a new bespoke carpet set was made by Graham Dean. There was an extensive engine rebuild in 2006, and in 2009 the shock absorbers were stripped and rebuilt. In May 2015 a set of new chrome plated stainless steel wire wheels was fitted, shod with Dunlop Gold Seal tyres. A new mohair hood, with new West of England Cloth interior, was expertly fitted by Kevin Baggs, Poole-based hood specialist, in August 2015. The hood bag in finest Connolly hide matches the red leather seats.

The current vendor acquired the Jaguar in October 2015. The car has recently been the subject of considerable exposure, featuring in the Jaguar Drivers' Club's *Jaguar Driver* magazine in a three-page colour article (August 2015 edition); the October 2015 *Regtransfers* magazine in three-page colour article; and the December 2015 edition of the Jaguar Enthusiasts' Club's magazine in a three-page colour article.

Noteworthy features of this unique car include: 1939 Lucas P100DB 'bull's eye' headlamps with figure-of-eight pattern lenses and vertical fluting;

Lucas PLG40 spotlamps with tri-bars and correct lenses with vertical fluting; Lucas Long Windtone trumpet horns with optional wide mesh fronts; hand operated pillar spotlamps with rear mirrors by Raydot; Desmo oval mirrors; original Lucas wing mirrors; and an original radio aerial. Of particular interest are four rare badges: National Motorists Association, BRDC, BARC and JDC Members Car Club. The car also comes with an original SS tax disc holder containing a copy of the original 1948 tax disc; a complete set of original tools in the original tray, all fully restored; an original factory sales brochure, workshop manual and service book; and an original Art Deco 'Leaping Cat' Jaguar silver-plated bronze mascot by Casimir Brau, signed 'C. Brau' with separate tail and Depose stamping to base. The original four cream-painted wire wheels, hood cover and original 1948 P100L headlamps are included in the sale.

The comprehensive history file contains receipts from dozens of leading UK specialists, who have been exclusively entrusted with the supply of all parts and materials used. Two colour articles in the *Jaguar Quarterly* magazine of July 1992 detail the seven-year painstaking restoration by Jack Poole, while the *Jaguar Monthly* magazine of December 1999 details the two-year restoration by Howard Seymour , who took the car to USA and won many concours awards there. The file also contains records of the meticulous 13-year mechanical restoration by Peter Clark; a Jaguar Heritage Trust Certificate; copies of old V5C registration documents; and an MoT certificate expiring in May 2016 (no longer required). It should be noted that the current, cherished registration '1 RHW' is being retained. **£90,000 - 110,000** 

€120,000 - 150,000

# 019 2005 FERRARI 575 SUPERAMERICA CONVERTIBLE

Par D

Registration no. VX55 WWB Chassis no. ZFFGT61B000145743 Engine no. 101218

- One of only 43 manual transmission cars
- Fiorano GTC Handling Pack
- Delivered new to Italy
- One owner from new
- Serviced only by official Ferrari agents



With the introduction of the 550 Maranello in 1996, Ferrari returned to its tradition of building front-engined V12 sports cars, resurrecting a line that had remained dormant since the demise of the 365 GTB/4 'Daytona' in 1974. *Car* magazine was understandably enthusiastic: 'The Maranello needs no excuses: it is right-minded, a return to traditional values, albeit values and standards that tower high above those set by the Daytona when it shuffled off to extinction a guarter of a century ago.'

The heart of any Ferrari is its engine, and the 550 Maranello's 48-valve, 5.5-litre V12 developed 485bhp at 7,000rpm, some 100-or-so horsepower more than the Daytona's. Ferrari had discovered long ago that providing optimum balance in a front-engined sports car necessitated the use of a rear transaxle, and the Maranello's came with six speeds. The power train was housed in a tubular steel chassis, to which was attached aluminium coachwork, while the all-independent suspension incorporated dual-mode (normal/sports) damping, switch-selectable by the driver, which was complemented by speed-sensitive power-assisted steering.

Styled by Pininfarina like its illustrious 'Daytona' predecessor, the 550 Maranello was similarly proportioned, adopting the classical combination of long bonnet, small cabin and truncated tail. The body's aerodynamics were developed in the wind tunnel where hours of testing ensured that the minimum of drag was combined with constant downforce regardless of set up, an important consideration in a 200mph road car. Styling details such as the bonnet air scoop and hot air outlets behind the front wheelarches recalled the great competizione Ferraris of the past, in particular the immortal 250 GTO, while the tail incorporated Ferrari's characteristic twin circular lights. Featuring a luxuriously appointed leather interior, this new generation Gran Turismo recalled and honoured its iconic forebears with aplomb.

In 2002, the 550 Maranello was extensively refreshed and updated to create the 575M ('Modificata'), which featured subtle styling refinements and a further upgraded interior together with numerous mechanical improvements. For the 575M, engine displacement grew to 5,748cc and maximum power to 515bhp, while transmitting it to the ground was a new six-speed 'paddle shift' semi-automatic gearbox, a technology that Ferrari had developed in Formula 1. The brakes were up-rated as well, together with the suspension, which now featured the adaptive damping developed on the Ferrari Enzo supercar.



In 2004, Ferrari released a limited run of 559 examples of a striking and innovative convertible, the Superamerica. Drawing its name from the iconic Pininfarina designed Lampredi V12-powered GT cars of the 1950s and '60s, the 199mph 575M Superamerica retained the coupé's mechanicals together with its general design while featuring a unique pivoting photo-chromic roof.

The work of Pininfarina's chief stylist Leonardo Fioravanti, creator of the legendary 365 GTB/4 'Daytona', it was the first roof of its kind ever fitted to a production car, and was built using a carbon fibre frame integrated with electro-chromatic glass. The transparency of the glass could be adjusted from within the cabin to transmit varying amounts of light, letting in approximately the same amount of light as a conventional glass sunroof at its lightest setting and only 1% of the sun's rays at its darkest. With the press of a button, the Superamerica can be transformed into a convertible, with the roof rotating back to rest flush with the boot lid in just 10 seconds.

Optional on the Superamerica at the point of order was the 'Handling GTC' upgrade package. Developed for the Ferrari 575 GT Competizione Berlinetta, a model produced specifically for the FIA GT and GrandAm championships, this package is considered to be the most desirable option for the 575 model range as it includes carbon-ceramic brake discs with racing pads and special callipers; 19" wheels; stiffer suspension in 'Sport' mode; a titanium racing exhaust; and 'faster' calibration for the supercar. It is estimated that around 40% of Superamericas were built with this package.

This supremely well specified left-hand drive Superamerica was built by special order after its owner had visited Maranello. Its special features include a black instrument panel back-plate (instead of yellow/red); full carbon boot interior panel (as per the Geneva Show car, later changed for series production to less expensive felt); interior carbon option, but retaining leather side panels; fuel cap in body colour rather than the stock aluminium; Schedoni bespoke luggage set; and several other interior options.



Finished in Grigio Nürburgring with Burgundy interior, the Superamerica was first registered in Italy on 22nd December 2005. It is currently registered in the UK and has been fitted with UK-specification lights and instrument cluster (originals available).

The odometer reading when the unit was changed was circa 13,000 kilometres; the replacement odometer read 9,000 miles at time of installation, to which a further 3,000 has been added since then, making the total distance travelled from new some 17,800 kilometres (circa 11,000 miles). Never crashed or scratched, the car is offered from a well known UK-based collection and comes with current MoT certificate, V5C registration document and an extended warranty for the roof. It has been serviced exclusively by official Ferrari agents: Rosso Corsa (Milan), Kessler (Lugano) and Bob Houghton (UK).

The lady driver states that she enjoys this wonderful car's luxurious and light cabin, afforded by its transparent roof, which always conveys the impression of space and is never claustrophobic. She has particularly enjoyed the sporty feel of the manual gearbox, probably the last one available on an open Ferrari, and the engine's beautiful music - the perfect accompaniment for long journeys.

The 575M Superamerica has become one of the most highly coveted Ferraris of recent times thanks to its rarity, uniquely innovative design, and the exhilarating driving experience that can only be had behind the wheel of one of these modern Ferrari V12 roadsters. It is generally accepted that the Superamerica's semi-automatic transmission did not offer the most satisfying driving experience, which only makes this rare example with its six-speed manual gearbox all the more desirable. £370,000 - 430,000

€510,000 - 600,000

# 020 **1961 ASTON MARTIN DB4 'SERIES II' SPORTS SALOON**

Registration no. 272 BGN Chassis no. DB4/529/R Engine no. 370/626

- First of the Touring Superleggera Aston Martins
  Engine changed by the factory in 1970
- Known ownership history
- Extensively restored in 1999/2000

272 BGN



Launched at the London Motor Show in 1958, the Aston Martin DB4 emphatically demonstrated that a British manufacturer could better the Italians at their own game when it came to constructing the ultimate Gran Turismo. Classically proportioned and instantly recognisable from the moment of its introduction, the Touring-styled DB4 established a look that would survive, with only minor revisions, until 1970. 'Following in the classic tradition of close-coupled sports saloons, the 3.7-litre DB4 Aston Martin carries orthodox modernity to its highest pitch,' reported *The Motor*. 'A luxurious two-seat saloon which can carry four adults when necessary, it recorded almost 140mph as a two-way mean speed over the measured mile. Yet we were able to record acceleration figures from 10mph in the same gear ratio.'

That the DB4 was able to manifest this rare combination of unrestrained high performance and civilised docility was down to its magnificent engine. A new design by Tadek Marek, the DB4's all-alloy, twin-overhead camshaft six featured 'square' bore and stroke dimensions of 92mm for a displacement of 3,670cc and developed its maximum output of 240bhp at 5,500rpm. The David Brown gearbox was a new four-speed all-synchromesh unit. An immensely strong platform-type chassis replaced the DB2/4's multi-tubular spaceframe, the latter being considered incompatible with Touring's *Superleggera* body construction that employed its own lightweight tubular structure to support the aluminium-alloy body panels. The DB2/4's trailing-link independent front suspension gave way to unequal-length wishbones, while at the rear the DB4 sported a live axle located by a Watts linkage instead of its predecessor's Panhard rod.

The DB4's peerless credentials as a Grande Routière were summed up thus by *The Motor*: 'Performance, controllability and comfort have been combined in the Aston Martin DB4 to make it a highly desirable car: one in which long journeys can be completed very quickly indeed with the minimum of risk or discomfort and the maximum of pleasure.'

The accompanying copy order form records that chassis number '529/R' was delivered on 17th January 1961 via the Brooklands dealership to one William Harvey, its first owner, and registered as '272 BGN'. The original colour scheme is recorded as Wedgewood Blue with blue grey Connolly hide interior trim, and the form also notes a change of engine in June 1970 from the original '370/540' to a reconditioned unit, '370/626', which is still in the car today.











We are advised that the Aston remained in the hands of its original owner's family until 1972 and from then onwards was owned by the Fowle family up to 2010. The sales receipt issued upon the change of ownership in 1972 is on file together with a letter dated 9th February 1972 stating that 'DB4/529/R' had engine number '370/626' fitted as a reconditioned unit by Aston Martin Lagonda in June 1970.

Commencing in 1999, the Aston was treated to an 18-month restoration at a cost of £44,000, the works being carried out by The Romance of Rust, London W13 and Aston Service Dorset. The body, engine, chassis components and electrics were all restored, and the interior completely re-trimmed, while Tracker Network (UK) Ltd installed a vehicle tracking device in November 1999. In 2008 various restoration works were undertaken by Alpine Eagle (Rolls-Royce and Bentley restoration specialists) at a cost \$9,000 (details on file).

On 3rd April 2008, the Fowle family sold '272 BGN' to Mr Greg Hollamby of Super Car Club, Broadwell, Gloucestershire. Two years later, in May 2011, the DB4 was offered for sale at Bonhams' auction at Aston Martin Works Service, Newport Pagnell (Lot 339) where it was purchased by the current vendor. Further restoration was carried out during 2013/2014 by SB Race Engineering of Watford, Hertfordshire at a total cost of £13,561. Finished in silver with dark blue leather interior, '529/R' is offered with a VSC document, current MoT certificate and sundry restoration and maintenance invoices.

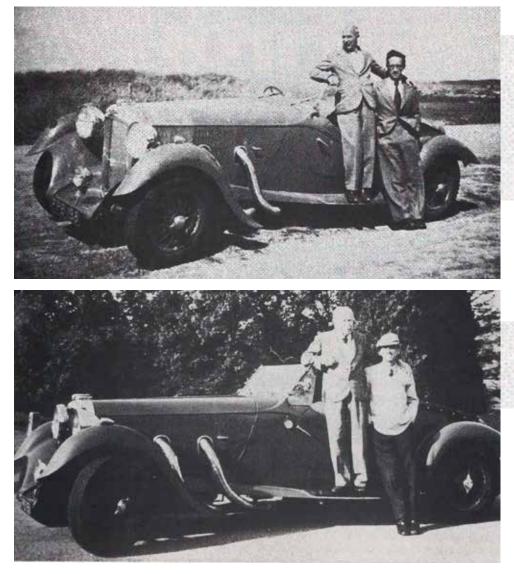
£330,000 - 380,000 €480,000 - 540,000

# 021 Single family ownership from new 1937 LAGONDA 4½-LITRE **LG45 RAPIDE TOURER**

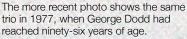
Registration no. FPB 198 Chassis no. 12173/R Engine no. 12173/R

- One of only 25 made
- Purchased directly from the factory in 1937
- Highly originalWell maintained





The accompanying photograph taken in 1937 shows 'FPB 198' together with father and son on the North Shore just outside of the city of Aberdeen. The condition of the car bears witness to the heavily flooded roads in Perthshire which had to be negotiated the previous day on the northbound trip from Uckfield to Aberdeen.



The 4½-Litre Lagonda was one of the most accomplished sports cars of the 1930s, as a succession of high-profile race wins, culminating in victory at Le Mans in 1935, amply demonstrates. Having established its reputation by winning the Moscow - St Petersburg Reliability Trial of 1910 with a 30hp six, Lagonda had concentrated mainly on the production of light cars before reverting to sporting and luxury models in the mid-1920s with the introduction of the 14/60. This four-cylinder, 2-litre model was joined in 1929 by the first of Lagonda's own sixes - the 3-Litre - but by the mid-1930s the Meadows-engined cars were seen as the way forward. Introduced at the 1933 Olympia Show and based on the preceding ZM 3-Litre model, the M45 deployed Meadows' 4½-litre, twinplug six to good effect, saloons being capable of reaching 90mph and tourers the 'ton' under favourable conditions.

Shortly after the M45's introduction, *The Autocar* got its hands on one. 'A short run on one of the first of the 4½-Litre Lagonda models, with an open four-seater body, left a vivid impression not only of brilliant acceleration and sheer performance, but of a car delightfully silent and easy running in a way that can be achieved to the fullest extent only by a big-engined machine working well inside its limits.' A team of three specially prepared short-chassis cars (effectively the soon-to-be-announced M45 Rapide) prepared by Lagonda main agents Fox & Nicholls performed creditably at the 1934 RAC Tourist Trophy at Ards, and the following year one of these TT cars driven by John Hindmarsh and Luis Fontes won the Le Mans 24-Hour endurance classic outright.

Under the technical direction of the great W O Bentley, recently departed from Rolls-Royce, the big Lagonda became more refined, the M45's successor - the LG45 - gaining synchromesh gears, flexible engine mounts and centralised chassis lubrication among many other improvements. Intended as a prestige, upmarket model, the LG45 was aimed squarely at the Bentleys built by W O's erstwhile employer. Endowed with such impeccable pedigree, the 4½-Litre Lagonda quickly established itself as a favourite among the wealthy sporting motorists of its day.





In its road test published on 10th April 1936, *The Autocar* declared: 'The 4½-Litre has always given a fine performance; in its latest form it provides all the performance that anyone can reasonably require, and at the same time has been silenced, smoothed out and made a much more comfortable car, so that in comparison with the earlier versions it is hardly recognisable on first driving it. It can only be said that the appeal of the car has been considerably widened, for the people who today set great store by noise and a harsh suspension are greatly outnumbered by those to whom refinement in a fast car is far more desirable.'

For some though, this more refined 4½-Litre had moved too far away from the original sporting image of the marque, among them being Lagonda company director and former racing driver Dick Watney, previously with Rootes. It was the perfectionist Watney who conceived the Rapide, considering that the big Lagonda had grown too sober; the 4½-Litre's obviously fine performance notwithstanding. Stylist Frank Feeley, whose fruitful post-war career with Aston Martin would commence with the DB2 and included the design of the DB3S, was briefed to create an eye-catching, four-seater sports car on the production LG45 chassis without either shortening the frame or employing too many special components.







Announced in September 1936, less than six months after the company's takeover by Alan Good and Dick Watney, the result was the lightened Rapide, powered by a 'Sanction 3' engine. The latter incorporated the previous 'Sanctions' (improvements), adding a redesigned cylinder head and revised carburettor/induction arrangements to the package. For Rapide version of the 'Sanction 3' the compression ratio was raised from 6.68:1 to 7:1, or 7.5:1 for any owner willing to prepare his own high-octane fuel! There was also an improved exhaust system based on the Fox and Nicholl racing design.

Lagonda's own coachwork was among the most handsome offered by any manufacturer, and for the lightweight LG45 Rapide a 'no frills' open tourer body adorned with helmet wings was the only type specified. The most eye-catching British sports car of its day, the Lagonda Rapide went every bit as fast as its sensational looks suggested.

'The whole appearance of the car was flamboyant and extrovert, so much so there was some muttering about it being a car for a "Promenade Percy"... This was dispelled forever when the top speed reached on road test was published... 133.5bhp at 3,400 rpm... 108.2 mph... rest to 50mph in 9.4 seconds and to 60 mph in 13.2... a eulogistic test...' - *Davey & May, 'Lagonda'*.

One of only 25 manufactured, chassis number '12173/R' is from the second batch of LG45 Rapide Tourers made at the Staines factory. The Lagonda was purchased new by George Dodd in 1937 via the factory, finished in Grey with blue trim, and fitted with the right-hand change G9-type gearbox. In 1960, George Dodd, then in his 80th year, purchased an AC Ace-Bristol and passed on the Rapide to his son Barclay, by which time it had recorded some 67,000 miles. Barclay, who passed away in February of this year at the age of 100, enjoyed a very busy and active life including a test driver for Aston Martin in the 1930s.

Barclay Dodd first encountered the Lagonda Rapide in 1937 while he was working for Aston Martin at its Hanworth Aerodrome works. Impressed by the factory demonstrator's performance on the new Chertsey Bypass, he recommended the Rapide to his father, who duly took delivery of 'FPB 198' on 23rd March 1937. The car was delivered straight from the Staines factory by a Mr Fenn to its owner's home in Uckfield, Sussex, replacing a 4½-Litre Bentley the family had owned from new.





Writing in the Lagonda Club's magazine in 1985, Barclay Dodd described 'FPB 198', by then with over 92,000 miles recorded, as 'still sound in wind and limb, maintaining the same performance with which the green demonstrator so thrilled me 48 years ago and providing still that customary day by day transportation in comfort.'

Well known locally in East Sussex as 'ton-up Barclay', he used the Rapide as regular transport well into his 90s, often being stopped by the local constabulary for speeding. A Mercedes-Benz 500SL was purchased as a replacement daily driver in the early 1990s but Barclay found it too slow and wanted an SL55 AMG instead! The Lagonda's fame is not confined to East Sussex, as it has appeared in the film '*Nanny McPhee and The Big Bang'* (2010) and an episode of the Miss Marple television series: '*The Blue Geranium*.'

There appear to be only a few minor modifications from original, including the separate switches for the twin fuel pumps, while the "Luvax" hydraulic front shock absorbers were changed for telescopic units after emergency high speed braking, following a dice on the Great North Road with a Rolls-Royce Phantom III before the War, revealed a certain amount of axle tramp. The hood and frame are more recent replacements, as Barclay's father insisted a convertible had no need for a hood and threw the originals away. The replacement frame was fabricated using another Rapide's frame as a template.

The original engine has been rebuilt in recent times and some light damage to the body has been professionally repaired. The car has been regularly serviced and MoT'd over the last 25-plus years. With the exception of the driver's seat squab, the majority of the interior is believed to be original. The history file contains sundry maintenance and servicing bills; a V5C registration document; original instruction book, copy of the aforementioned Lagonda magazine article; and photographs of the Lagonda with its owners: father and son.

One of few 1930s automobiles capable of comfortably exceeding 100mph, the Lagonda LG45 Rapide was one of the most exciting and elegant British sports cars of the period and a true supercar of its day, more than capable of holding its own against the very best cars produced by the company's competitors. With so few made, '12173' is almost certainly the the last Rapide still owned by its original family, and therefore represents a possibly once-in-a-generation opportunity to acquire an original example of one these fabulous cars. £500,000 - 700,000 €700,000 - 980,000



# 022 1964 SUNBEAM TIGER LE MANS COUPÉ

Registration no. 7734 KV Chassis no. B9499999

- One of only three constructed
- The works development car code named 'Thunderbolt'
- 1964 Le Mans test car
- Well documented history
- Eligible for the Classic Le Mans

Jack Alderson, Snetterton, May 1966 © Ferret Photographic

The historic prototype offered here is one of only three fastback coupés constructed by the Rootes Group's Competition Department specifically for the 1964 Le Mans 24-Hour Race. The first of the three cars built, '7734 KV' served as the project's development 'mule', paving the way for the two actual race cars, 'ADU 179B' and 'ADU 180B'. Rootes already had experience of running the four-cylinder Sunbeam Alpine at Le Mans, winning the coveted 'Index of Thermal Efficiency' in 1961, and it was thought that the Alpine-based V8-engined Tiger might be capable of even greater things.

Inspired by Carroll Shelby's success in shoehorning a Ford V8 into the AC Ace to create the Cobra, Rootes had asked Shelby to perform the same trick with its Sunbeam Alpine sports car. The project was instigated by the company's West Coast, USA distributor, Rootes American Motors Inc, which was located not far from Shelby American. Ford's 260ci (4.2-litre) 'Windsor' V8 was chosen, and even though this had 'only' 164bhp on tap it was approaching double the output of the contemporary Alpine's 1.6-litre four. The transplant radically transformed the character of the car. Code-named 'Thunderbolt', the Tiger was developed without the knowledge of Lord Rootes, who was said to be 'very grumpy' when he found out. Nevertheless, he had the good sense to get a prototype shipped to Coventry and was deeply impressed with the car when he drove it.

Assembled by Jensen Motors and introduced in 1964, the Tiger kept the Alpine's basic layout but featured a stronger gearbox and rear axle plus rack-and-pinion steering. Vastly superior to its Alpine progenitor in performance terms, the Tiger stormed to 60mph in under ten seconds and peaked at around 120mph. Tigers would go on to enjoy success in both racing and rallying over the years.

The Tiger was introduced in April 1964 with initial production allocated to the USA, UK deliveries not commencing until the spring of 1965. Ahead of the launch, the factory had embarked on a programme of developing the Tiger for racing and rallying, thereby generating much valuable publicity for this important new model.



One of the events targeted was the Le Mans 24-Hour Race, with work on the project commencing during the winter of 1963/64. The racer's attractive coupé body was the work of Ron Wisdom, one of Rootes stylists. Up to the 'A' post the body was essentially the same as the production car's, while the raked windscreen created a lower roofline leading to the fastback rear section with its abruptly truncated Kamm tail.

Extensive wind tunnel testing of a ¼-scale model resulted in refinements to the basic shape to ensure high-speed stability - the Le Mans Tiger's projected top speed of 170mph was well above the takeoff speed of some light aircraft - the principal alteration being the addition of a rear spoiler. Once the shape had been finalised, Williams & Pritchard were commissioned to make the aluminium bodies.

Construction of the Le Mans Tigers was contracted to Brian Lister, a man with a wealth of experience in building large-engined sportsracers. '7734 KV' had already served as one of the prototypes for the forthcoming Tiger road car, known as 'Project 870' or 'AF1' (Alpine Ford 1), and was despatched to the Lister workshops for use as the Le Mans project's development 'mule'. 'Tiger' had yet to be adopted as the model name, and so '7734 KV' was still badged as an Alpine when the work commenced. Supplied by Carroll Shelby, the 4.2-litre racing engines were tuned to produced 275bhp, some 111 horsepower more than the production car's but well short of the theoretical maximum in the interests of maintaining reliability over a 24-hour race. Power was transmitted via an aluminium Borg Warner T10 close-ratio gearbox.

Ensuring sufficient engine cooling had been a major headache during development of the production car, and for the racer Lister's project engineer Ken Hazlewood fitted an oil cooler and a larger radiator. Keeping the standard Alpine/Tiger 13" wheels would have seriously overstressed the tyres, so 15" Dunlop magnesium wheels were adopted, a move that also enabled the accommodation of larger diameter brakes.

1 and 2 Mike Parkes, Le Mans Test day, 1964 © Ferret Photographic

3 Eccles, Prescott, June 1969 © Ferret Photographic





On 15th April 1964, '7734 KV' was given its first shakedown test at Mallory park, driven by Keith Ballisat, which indicated that there was still a lot to do before the suspension settings could be considered satisfactory. Unfortunately, there had been no time to address these issues before the Tiger was flown to France a couple of days later for the Le Mans test session.

According to the factory's press release (copy on file): 'The lessons learned during these high speed endurance tests will be incorporated in the development programme for the new Tiger, which will go on sale in North American markets within the next four or five months.' In the course of the tests, works drivers Ballisat and Peter Procter both reported handling shortcomings, overheating brakes and low oil pressure in slower corners, findings that were confirmed when the car was tried by former Rootes employee Mike Parkes, present at the test in his capacity as one of Ferrari's works drivers. Returning to the UK, the development team made extensive changes to the suspension of '7734 KV' prior to the next scheduled test at Snetterton. As a result, further changes were made to the spring rates and anti-roll bars, and in this form the Le Mans prototype was tested at Silverstone on 14th May by Keith Ballisat and Bernard Unett, another long-term Rootes driver. The handling was deemed to have been significantly improved and the stage was set for completion of the two race cars, which were flown to France from Hurn Airport on Monday 15th June.

In the race, 'ADU 179B' (competitor number '8') was driven by Keith Ballisat and Claude Dubois while 'ADU 180B' (competitor number '9') was entrusted to Peter Procter and Jimmy Blumer. The cars' hasty development, in particular the lack of time to carry out any serious long-distance testing, would prove their undoing as both succumbed to engine problems, 'ADU 179B' going out after three hours with piston failure and 'ADU 180B' after nine hours with a broken crankshaft.



During the race 'ADU 180B' had run as high as 18th place and been clocked at 162.2mph on the Mulsanne straight, but in truth the Le Mans Tigers, running in the prototype class against much more powerful opposition, were never in the hunt for overall victory.

In early 1965, '7734 KV' and 'ADU 179B' were sold on while 'ADU 180B' was purchased by the works supported Alan Frazer Racing Team, for whom it was driven by Bernard Unett with considerable success in club racing over the next few seasons. The story of '7734 KV' and its sister cars is covered in depth in the chapter on Rootes' 1964 Le Mans programme in Graham Rood's '*The Works Tigers 1964 to 1966*' (Mercian Manuals, 2007).

'7734 KV' was disposed of via dealer Andre Baldet of The Sports Car Centre, Northampton, its likely purchaser being Alan Eccles. In April 1965, Roger Eccles (Alan's son) was reported by *Autosport* magazine as driving a Sunbeam Tiger Le Mans - 'last year's practice car' - at a BRSCC Mallory Park sprint. The Eccles last raced '7734 KV', which by now had been fitted with a 289ci (4,727cc) engine, at Brands Hatch on 28th November 1965, this being the only known occasion that all three Le Mans Tigers competed in the same race.

The ownership trail immediately post-Eccles in unclear, as the car was not registered to a new owner until it was purchased by Peter Wynn Jones in April 1968. In the intervening period, '7734 KV' is believed to have been raced by Gerry Marshall and in June 1966 was advertised for sale in *Autosport* by racer/dealer Jack Alderson as 'Sunbeam Tiger Le Mans. 4.7 Cobra engine.







Suspension fully modified as advised by Alan Frazer, bringing this car to the same specification as the current "Unett" Tiger.' In a letter on file dated August 1970, Peter Wynn Jones states that he had 'purchased the car from John Scott Davies, who in turn had taken it in part-exchange from a customer in South Wales.' Peter Wynn Jones did not race the Le Mans Tiger but did compete with success in sprints and hill climbs, setting a couple of class records.

The accompanying original logbook records the next owner as Richard Norman Wright of Gedney Marsh, Spalding, Lincolnshire, who registered the car on 26th February 1970. This logbook, which shows that '7734 KV' was first registered to Humber Limited, also records changes of colour scheme from the original green to red and then to purple.

The last owner recorded therein is Ron Kambourian, who purchased the Tiger from Richard Wright in July 1970. A New Yorker living in London and working in the advertising industry, Ron Kambourian despatched the Le Mans Tiger to coachbuilders Wood & Pickett for a full interior and exterior refurbishment, while Richard S D Miles Engineering attended to the mechanical side of the restoration.

A couple of years later he advertised the car for sale in *Road & Track* and *Autoweek*, and by April 1973 '7734 KV' had found a new owner in San Diego, California: well known Tiger aficionado, the late Dick Barker.

Its custodian until 2003, Dick Barker thoroughly researched 'The Mule', as it has become known, and carried out a remarkably accurate restoration to original specification, an exhaustive process that was not completed until 1997 when the car made its first public appearance in the USA. The occasion was that year's 'Tigers United' event in Eureka, California where '7734 KV' appeared alongside the two Le Mans cars, 'ADU 179B' and 'ADU 180B'.

In 2003, '7734 KV' was sold to Chris Gruys of Healdsburg, California, who the following year brought the car back to Le Mans where it was codriven in the Le Mans Classic race by Claude Dubois, one of the original works drivers from 1964.



The Tiger also competed in the Goodwood Revival Meeting's RAC Tourist Trophy and the Spa 6 Hours in Belgium before being placed on display for six months at the Gaydon Motor Museum. For the 50th anniversary of the works Tigers' appearance at Le Mans, Chris and Lorraine Gruys brought 'The Mule' back to the Circuit de la Sarthe where it successfully completed the Classic event driven by Julian Balme, Gordon England and Rich Wall. Sold to the current vendor shortly after the 2014 Le Mans Classic, '7734 KV' was raced by him at the recent Monterrey Historics meeting and won 'Best in Class' and 'Best in Show' at this past Road America Concours d'Elegance in Elkhart Lake, Wisconsin.

The Tiger is fitted with the correct 260ci Ford V8 engine, just rebuilt by Cobra Automotive in the USA, and will have fresh FIA papers by time of sale making it eligible for the best events worldwide. The car also comes with an extensive history file of documents and photographs. 'On the button' and ready to be enjoyed, '7734 KV' represents a possibly once-in-a-lifetime opportunity to acquire one of these exceptionally rare Sunbeam Tiger Le Mans works prototypes.

£300,000 - 400,000 €420,000 - 550,000



## 023 1962 FERRARI 250 GT SERIES II CABRIOLET COACHWORK BY PININFARINA

Registration no. KFO 458 Chassis no. 250GT E3803 Engine no. 546/62E (internal)

- Historically significant Ferrari model
- Delivered new in Italy
- Left-hand drive
- Engine rebuilt December 2014
- Matching chassis and engine numbers

KFO 458



By the early 1960s, road car production had ceased to be a sideline for Ferrari and was seen as vitally important to the company's future stability. Thus the 250, Ferrari's first volume-produced model, can be seen as critically important, though production of the first of the line the 250 Europa, built from 1953 to '54 - amounted to fewer than 20. Before the advent of the Europa, Ferrari had built road-going coupés and convertibles in small numbers, usually to special customer order using a sports-racing chassis as the basis. Ghia and Vignale of Turin and Touring of Milan were responsible for bodying many of these but there was no attempt at standardisation for series production and no two cars were alike.

The introduction of the 250 Europa heralded a significant change in Ferrari's preferred coachbuilder; whereas previously Vignale had been the most popular *carrozzeria* among Maranello's customers, from now on Pinin Farina (later 'Pininfarina') would be Ferrari's number one choice, bodying no fewer than 48 out of the 53 Europa/Europa GTs built. Pinin Farina's experiments eventually crystallised in a new Ferrari 250 GT road car that was first displayed publicly at the Geneva Salon in March 1956. However, the Torinese *Carrozzeria* was not yet in a position to cope with the increased workload, resulting in production being entrusted to *Carrozzeria* Boano after Pinin Farina had completed a handful of prototypes.

The 250 GT featured the lighter and more compact Colombo-designed 3.0-litre V12 in place of its predecessor's bulkier Lampredi unit. Power output of the single-overhead-camshaft all-aluminium engine was 220bhp at 7,000rpm. Shorter in the wheelbase (by 200mm) than that of the Europa, the 250 GT chassis followed Ferrari's established practice, being a multi-tubular frame tied together by oval main tubes, though the independent front suspension now employed coil springs instead of the previous transverse leaf type. A four-speed all-synchromesh gearbox transmitted power to the live rear axle, while braking was looked after by hydraulic drums all round.

True series production began with the arrival of Pininfarina's 'notch back' Coupé on the 250 GT chassis, some 353 of which were built between 1958 and 1960 within the sequence '0841' to '2081'. However, the relatively small scale of production meant that cars could still be ordered with subtle variations according to customer choice, as well as enabling a handful of show cars and 'specials' to be constructed on the 250 GT chassis.

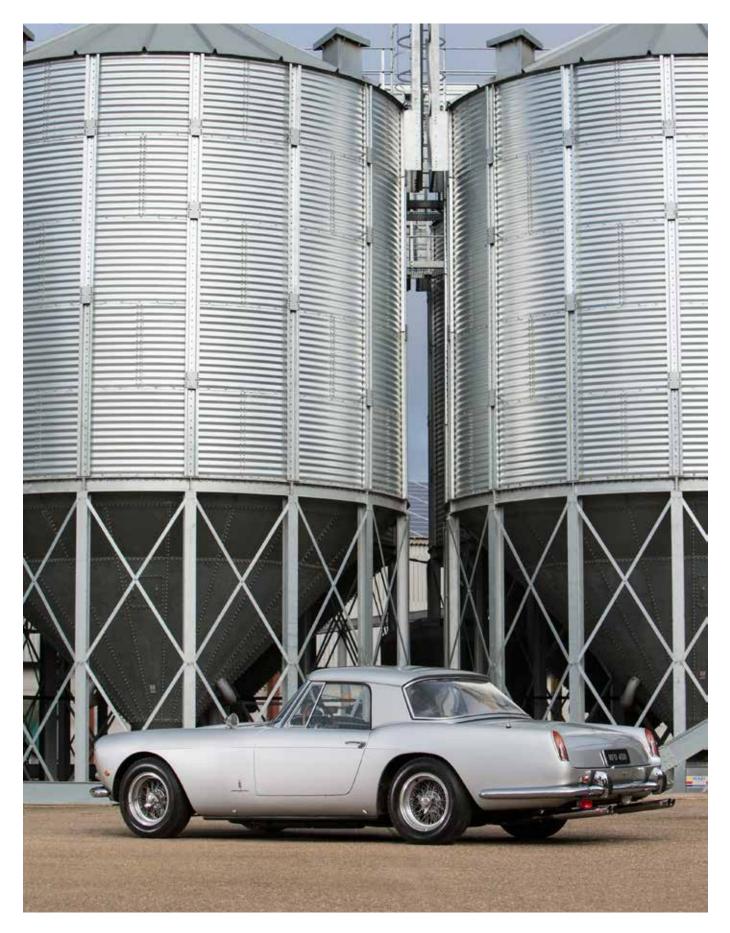


A number of prominent European coachbuilders offered a variety of body styles on the 250GT chassis, with Scaglietti and Pininfarina producing elegant open-top spyder and cabriolet models. Exhibited at the 1957 Geneva Salon, the latter's first 250 GT Cabriolet, which, unusually, featured a Vintage-style cut-down driver's door, was snapped up by Ferrari works driver Peter Collins, who later had the car converted to disc brakes. After a handful of alternative versions had been built, series production began in July 1957, around 40 Series I Pininfarina Cabriolets being completed before the introduction of the Series II in 1959. Effectively an open-top version of the Pininfarina-built 250 GT Coupé, whose chassis and mechanics it shared, the Cabriolet was built alongside its closed cousin until 1962. Overall design followed that of the Coupé, with short nose and long rear overhang, while a more-vertical windscreen provided greater headroom in the generously sized cockpit. As well as the aforementioned improvements to brakes and transmission, the Series II cars benefited from the latest, 240bhp V12 with outside sparkplugs, coil valve springs and twelve-port cylinder heads. The 250 GT was the most successful Ferrari of its time, production of all types exceeding 900 units, of which 200 were Series II Cabriolets like that offered here.

A number of important developments occurred during 250 GT production: the original 128C 3.0-litre engine being superseded by the twin-distributor 128D, which in turn was supplanted in 1960 by the outside-plug 128F engine which did away with its predecessor's Siamesed inlets in favour of six separate ports. On the chassis side, four-wheel disc brakes arrived late in 1959 and a four-speeds-plus-overdrive gearbox the following year, the former at last providing the 250 GT with stopping power to match its speed. More refined and practical than any previous road-going Ferrari, yet retaining the sporting heritage of its predecessors, the 250 GT is a landmark model of immense historical significance.

The penultimate 250 GT Series II cabriolet produced, chassis number '3803' was despatched from Ferrari's Maranello factory on 1st June 1962 to Pininfarina's works at Grugliasco where it was completed on 10th October of that year. Its original colour scheme was Bianco Salchi with blue hide interior. After completion, the Ferrari was delivered to the dealer Autorimessa Crivellari in Venice, Italy and sold to one Amadeo Dalle Molle of Padova, Italy in February 1963. The car's subsequent history is unknown prior to its being advertised in 1990 in the Ferneh magazine 'Autos Internationales' by an individual living in Belgium.







In the mid-1990s the Ferrari was owned by collector Tom Walduck in the UK, the engine having been rebuilt at around this time (October 1995) by Paul Doumer Autos, a garage in Beausoleil, South of France (bill on file). It was first registered in this country, as 'KFO 458', in March 1996. In 2001, '3803' was advertised for sale by Paradise Garage (Paradise Racing Ltd) of London SW4, from whom it was purchased in July of that year by the current vendor, a member of the Ferrari Owners' Club and past custodian of a 360 Modena and 355 GTS. A copy of the Paradise Garage advertisement is on file, showing the car in its present colour scheme of silver with black interior.

Since acquisition, '3803' has been well cared for and wanted for nothing, as evidenced by the substantial quantity of service and maintenance bills on file, mostly issued by Lorenzini Autosports and R&D Automotive, including one for £12,563 for an engine rebuild in December 2014. Additional accompanying documentation includes a quantity of expired MoT certificates and tax discs, assorted Tracker (UK) Ltd paperwork, current MoT and old/current V5/V5C registration documents. A wonderful opportunity for the discerning collector to acquire a fine example of this most important Ferrari model. £1,000,000 - 1,200,000 €1,400,000 - 1,700,000



024 Works restored 1963 ASTON MARTIN LAGONDA RAPIDE 4.2-LITRE SPORTS SALOON

Registration no. to be advised Chassis no. LR/146/R Engine no. 400/146

- One of only 55 made
- Known ownership history
- Factory-fitted ZF five-speed manual gearbox
- Offered fresh from restoration

449



Aston Martin revived a famous Lagonda name in 1961 with a luxurious four-door sports saloon that took its appellation from one of the marque's most exalted models of the late 1930s: the Rapide. This new car was very much David Brown's personal project. The Rapide's sales brochure, which, unusually, was signed by him personally, stated: 'It has long been my ambition to build a car which would be equally suitable to drive or be driven in...'

Beneath the Rapide's *Superleggera* aluminium coachwork (by Touring of Milan, the *carrozzeria* responsible for the Aston Martin DB4 sports car) was a lengthened (by 16") DB4 platform-type chassis re-engineered to accept De Dion rear suspension, the adoption of which allowed rear compartment space to be maximised. Powered by a 4.0-litre (236bhp) version of the Aston Martin DB4's twin-cam 'six' that would later power the DB5, the Rapide certainly lived up to its name with brisk acceleration and a 130mph-plus top speed. Dual circuit, servo assisted disc brakes restrained this excellent performance while fittings to the traditional 'gentlemen's club' interior included electric windows, picnic tables to the rear, filler cap remote opener and a radio as standard. The Rapide's price when new was £5,000, some 25% higher than that of the Aston Martin DB4, which itself was not exactly a cheap automobile. A mere 55 units, almost all of which were equipped with Borg Warner three-speed automatic transmission, were built before production ceased in 1964.

This example was bought directly from its first owner by the immediately preceding owner's father in 1967, at which time the recorded mileage stood at circa 29,000. The car was driven extensively during the 1970s by its then owner, including trips abroad and the AMOC sprint at Goodwood. Its entry in the AMOC Register records previous registration marks '6 CYE' (original), 'APA 789A' and '73 MV', together with the fact that it was first owned by one P R Jeanty, a director of coachbuilders Hooper & Co. The Rapide underwent a bare-metal re-spray in Mason's Black in 1974, while in 1970 Aston Martin fitted this car's ZF five-speed gearbox (invoice available). New door bottoms and a stainless-steel exhaust system were fitted by Aston Workshops in 1998.











In May 2006 the Rapide was offered for sale at Bonhams' auction at Aston Martin Works Service, Newport Pagnell (Lot 134). The recorded mileage of 104,948 at that time was warranted as genuine and verified by expired MoTs going back 23 years together with numerous invoices and other paperwork dating back to 1970.

The Lagonda's purchaser in May 2006 was none other than Aston Martin Lagonda Ltd, and since acquisition the car has been treated to a 'last nut and bolt' complete restoration, including an engine conversion to 4.2 litres capacity by renowned marque specialist R S Williams, for which there are bills totalling some £260,000 in the most substantial history file. Offered fresh from its no-expense-spared rebuild by the factory, 'LR/146/R' has to be the best example of its type currently available and is worthy of the closest inspection. **£350,000 - 400,000** 

€490,000 - 560,000





#### 025 1967 FERRARI 330 GTC *BERLINETTA* COACHWORK BY PININFARINA

Registration no. YTA 501E Chassis no. 11089 Engine no. 11089

- Iconic Ferrari Gran Turismo
- Sublime Pininfarina styling
- Delivered new in Italy
- Left-hand drive
- Extensively restored in 2011









'At the top - at the absolute top - in the automotive enthusiasts' hierarchy of the cars of the world, there is only one. Ferrari. Is there really any question?' Thirty-plus years after *Car & Driver* magazine voiced that rhetorical enquiry the answer, of course, remains the same. And the car that prompted that eulogy? The Ferrari 330 GTC.

Intended to fill a gap in Ferrari's line-up between the four-seat 330 GT 2+2 and the racer-on-the-road 275 GTB, the two-seat 330 GTC debuted at the Geneva Motor Show in March 1966 and was essentially a closed version of the 275 GTS. Pininfarina's understated coachwork combined elements of the latter at the rear with touches of the 500 Superfast at the front. Few would disagree with *Car & Driver's* opinion that the result was most agreeable. 'The GTC is a tasteful blend of the mean-and-low look of Ferrari competition GT cars, with the elegance of super-luxury street Ferraris of the past. Detail work, finish, panel fit, every aspect is superlative.'

Beneath the 330 GTC's bonnet resided the 4.0-litre, 300bhp version of Ferrari's familiar, two-cam, 60-degree V12, as used in the 330 GT 2+2. Broadly similar to that of the concurrently produced 275 GTB, the short (2,400mm wheelbase) chassis followed Ferrari's established practice of tying together sturdy oval-section main tubes in a steel spaceframe, while the suspension was independent all round by wishbones and coil springs. First introduced on a road-going Ferrari (the 275 GTB) in 1964, the rear suspension incorporated the five-speed gearbox in a transaxle, an arrangement that created a better-balanced car and one that gave its driver, 'the wonderful sense of knowing just exactly what's going on between one's posterior and the pavé.' The adoption of smart new alloy wheels, replacing the traditional wire-spoked Borranis, marked the start of a trend in Ferrari road cars.

Much development work had concentrated on the reduction of noise levels in the cabin, which with its slim pillars and generous glass area, afforded the occupants excellent visibility and a sense of spaciousness. Needless to say, the 330 GTC was luxuriously equipped in the best Gran Turismo manner: leather seats, electric windows and heated rear screen were standard; radio, air conditioning and Borrani wire wheels the options. With a top speed in excess of 150mph, excellent ride comfort and sure-footed handling, Ferrari could justifiably claim the 330 GTC to be the finest of high-speed conveyances for two people and their luggage. Total production of the 330 GTC amounted to some 600 cars between 1966 and 1968.









This left-hand drive Ferrari 330GTC, chassis number '11089', was despatched from the factory in December 1967 for bodying at Pininfarina's Grugliasco works in Turin and was completed in March 1968. It is an original and matching-numbers (chassis, engine and transaxle) example, as confirmed by the copy build sheets on file. '11089' was delivered new to the official Ferrari agent Crepaddi in Milan, Italy and sold to its first owner in that same city. In the early 1970s the car was owned by a Swissair pilot, Rolf Schneeberger, who may well have been the first owner. Mr Schneeberger kept the Ferrari until 1977 before selling it to a US citizen, Nobil Kassataly, who was residing in Switzerland at the time.

Mr Kassataly took the car with him when he returned home to the USA's East Coast in 1978, and brought it with him when he came to live in Glasgow in 1987. The history file contains a copy of the UK registration document, an original MoT certificate and numerous bills documenting the Ferrari's maintenance during this period. After 29 years of ownership, Mr Kassataly sold the Ferrari in 2006 to a German motor dealer, Axel Urban of Parsdorf near Munich, who sold it on to the next owner, Andreas Kunicki, a doctor living in Neuss, Germany in 2007.

In 2011 Dr Kunicki commissioned an meticulous restoration of the mechanicals and bodywork, which was photographed and documented, while leaving the patinated black leather interior un-restored and original. After seven years in Dr Kunicki's ownership, '11089' was acquired in 2014 by its current owner, an English classic-car enthusiast, who is only selling it following the purchase of an older vehicle.

The Ferrari is presented in a condition commensurate with its having had so few owners, and comes with an extensive history file containing the original registration papers, current UK V5C document, itemised bills, MoT certificates, correspondence documenting its care and maintenance, and a detailed photographic record of its restoration in 2011. Also included are the aforementioned copies of the factory build sheets confirming the car's original colour - Argento (silver) - and specification.

Delivering a supreme level of comfort together with Ferrari and Pininfarina's unsurpassed style, this highly desirable, limited production Gran Turismo wants for nothing except a new owner. £450,000 - 550,000 €630,000 - 780,000

## 026 1960 JAGUAR XK150 3.8-LITRE DROPHEAD COUPÉ

Registration no. 206 YUF Chassis no. S838656DN Engine no. VA1518-8

- One of 264 3.8-litre drophead coupés built with overdrive
- Delivered new to the USA
- Left-hand drive
- Restored to concours standard





'The Jaguar XK150 is undeniably one of the world's fastest and safest cars. It is quiet and exceptionally refined mechanically, docile and comfortable... we do not know of any more outstanding example of value for money.' - *The Autocar*.

What would turn out to be the final glorious incarnation of Jaguar's fabulous 'XK' series of sports cars arrived in 1957. As its nomenclature suggests, the XK150 was a progressive development of the XK120 and XK140, retaining the same basic chassis, 3.4-litre engine and four-speed Moss transmission of its predecessors while benefiting from a new, wider body that provided increased interior space and improved visibility courtesy of a single-piece wrap-around windscreen, replacing the XK140's divided screen. Cleverly, the new body used many XK120/140 pressings, the increased width being achieved by means of a 4"-wide central fillet.



A higher front wing line and broader radiator grille were other obvious differences, but the new model's main talking point was its Dunlop disc brakes. Fade following repeated stops from high speed had been a problem of the earlier, drum-braked cars, but now the XK had stopping power to match its prodigious straight-line speed.

Introduced in the spring of 1957, the XK150 was available at first only in fixed and drophead coupé forms, the open roadster version not appearing until the following year. At 190bhp, the engine's maximum power output was identical to that of the XK140 so performance was little changed. 'Special Equipment' and 'S' versions came with 210 and 250bhp respectively, the latter delivering an astonishing 0-60mph time of 7.3 seconds and a top speed of 136mph. This was achieved by the introduction of the Weslake-developed 'straight-port' cylinder head, high-compression pistons, triple 2" SU carburettors and twin electric fuel pumps.

Overdrive and a Borg-Warner automatic gearbox were the transmission options, the latter becoming an increasingly popular choice, while a Thornton Powr-Lok limited-slip differential was available for the XK150S. Steel wheels remained the standard fitting, though XK150s so equipped are a great rarity, as most were sold in SE (Special Equipment) specification with centre-lock wire wheels. The much-admired chromed Jaguar mascot was made available as an optional extra on an XK for the first time.

In the autumn of 1959 the XK150 became available with the 3.8-litre engine first seen in the Mark IX saloon. 'Standard' (220bhp) or 'S' (265bhp) states of tune were offered (the latter featuring overdrive as standard) and in either form the XK150's increased weight was more than offset by the power of the larger engine, the car regularly recording in excess of 130mph in magazine road tests.



Representing the XK150 in its ultimate configuration, with the 3.8-litre engine and overdrive gearbox, this left-hand drive drophead coupé was manufactured in January 1960 and supplied directly to the Jaguar main dealership in New York, USA. Its first owner was a Mr J M Boscoe of Sacramento, California. Subsequently sold to a new owner in Nevada, the XK remained there until it was discovered, completely intact, having being well stored for a number of years after completing only 40,000 miles from new.

In 2009, the vendor brought the Jaguar back to the UK where a thorough examination revealed that it was completely original, from the matching numbers of all components through to the bodywork, which exhibited few signs of corrosion having been preserved by Nevada's dry atmosphere.

The car has since undergone a complete, 'body off', bare metal restoration plus an engine strip down and rebuild. These works were carried out by MRC Restoration (winner of the 2014 NEC Classic Car Show 'Best of Show' award with another XK150, a sister car to this example) while the interior was re-trimmed by the world class Suffolk and Turley of Coventry.

Offered with the associated restoration invoices and a V5C document, '206 YUF' has since won several concours events and may be considered a truly 'best in class' example. £100,000 - 150,000

€140,000 - 210,000











#### 027

#### The DK Engineering-modified

#### 1958-STYLE FERRARI 250 TESTA ROSSA SPORTS-RACING TWO-SEATER BASED UPON 250 GT 'ELLENA COUPE' CHASSIS

Registration no. 503 YUG Chassis no. 0803 GT Engine no. 0945 GT

- Exquisite facsimile of one of the most iconic 1950s Sports-Racing cars
- Road registered
- Formerly the property of Chris Evans
- Stunning condition









Between 1994 and 1996 David and Kate Cottingham's internationallyrenowned Ferrari-specialist restoration company, DK Engineering Ltd, was undertaking complete restoration of a genuine 1958 Ferrari 250 Testa Rossa sports-racing car. David Cottingham himself was a great fan of the FIA Sports Car World Championship-winning 250TR design, and he began a parallel project to create a look-alike Testa Rossa of his own, intended to match the genuine car in every technical and aesthetic detail. Here we are delighted to offer this DK Engineering tribute to the legendary 'pontoon-fender' Ferrari 250 Testa Rossa design.

This gorgeous car is based upon a genuine Ferrari 250 GT chassis – serial number '0803 GT' – that had been completed originally in 1958-59 with two-door Gran Turismo Berlinetta bodywork styled by Carrozzeria Ellena. At that time Pinin Farina had established itself as Ferrari's most favoured design house and production program partner. However, while the Torinese styling house and coachbuilder was expanding rapidly, it could not yet meet burgeoning demand for Ferrari production. Therefore, body-building for a proportion of the first series-built Ferrari GT models was contracted-out to Mario Boano's Carrozzeria Boano, which would complete 82 250 GT production Coupés for the Maranello marque.

Late in 1957, Mario Boano was offered, and accepted, an attractive post to establish a dedicated styling department at Fiat. His son-in-law, Ezio Ellena, then took over the family's original Boano coachbuilding company, together with former partner, Luciano Pollo. The enterprise was renamed Carrozzeria Ellena and it produced a further batch of some fifty 250 GTs, which have become popularly known as the 'Ellena Coupés'.

The particular chassis now underpinning the beautifully-presented, handcrafted 250 Testa Rossa tribute now offered here originated as one of this 'Ellena Coupe' frames. The original car passed into long-term American ownership, fell into a state of disrepair and in the late 1980s is recorded as having been offered for sale for \$50,000 by Walt McCune in California.

In the mid-1990s this became the car used as a donor vehicle by David Cottingham in this DK Engineering 250 Testa Rossa project. It provided the great majority of the running gear, plus basic 3-litre V12-cylinder engine, suspension, drum brakes and many ancillary items – all of which were correctly-specified, or simply convertible to, in-period Ferrari 250 Testa Rossa configuration.



Overall, this car has been expertly built to create as close a copy as possible to an original customer 250 TR in customer configuration with right-hand drive controls.

DK Engineering's extensive experience of several original Ferrari 250TR and associated-model cars had endowed the British company with available access to tooling for many parts related to a chassis jig, body jig and numerous critical components.

As completed and as offered here, '0803 GT' embodies many original 250 Testa Rossa components. The 3-litre V12-cylinder engine has a genuine Tipo 128 LM crankcase and 1958 Testa Rossa-specification cylinder heads – of course topped by the definitive red crackle-finished 'red head' cam covers.

Today such rebodied tribute cars are perfectly acceptable for Historic competition and '0803 GT' offered here was indeed raced four times in 1996, before being sold to an Italian collector in 1997. We understand that the car was hardly used at all during that ownership before it was eventually returned to the UK in 2005.

During 2007 the complete car benefited from what is described as "a complete freshen-up" with its V12 engine being rebuilt and carefully prepared for use in European events. It was eventually sold to new owner Chris Evans – the very prominent and popular British radio DJ and TV celebrity, who is also a great and confirmed fine-car enthusiast and collector - in 2009. For him it was completely repainted in its present American racing colours livery of white with twin parallel centerline blue stripes, and we can only confirm that in the metal it really does look "a million dollars!".

The car is offered with UK V5 registration document and expired FIA HTP papers that were issued in 2006. It is accepted for competition by both the Historic Grand Prix Car Association and by the British Vintage Sports Car Club, and it is eligible for such competitions as the British Racing Drivers' Club and VSCC '50s sports car series, plus the sometime Ferrari Classic series.

Back in period, International FIA Sports Car World Championship racing had seen a high-tide of technical development, power and speed reached during the 1957 season.



Sadly high-profile accidents had panicked the governing body that reacted by slapping a blanket 3-litre capacity limit to sports-prototype cars for the 1958-59 World Championship seasons. Ferrari had two paths forward that had both been under development through 1957 – one a 'Dino'-lettered V6-cylinder design and the other a smaller-capacity version of the big 4.1-litre 4-cam V12. With one eye upon producing a saleable sports-racing car that would be both affordable and practical for private customer use, Ferrari opted instead for a single-overhead-camshaft per cylinder bank 3-litre V12 engine, readily adaptable from its tremendously successful Tour de France-dominating 250 Gran Turismo Berlinetta line.

The new 250 Testa Rossa sports-prototype racing model was launched by Mr Ferrari at his pre-1958 season press conference of November 1957. The variant intended for series-production was aimed squarely at independent owner-drivers who competed in America's SCCA racing as well as for those whose ambitions embraced the Sports Car World Championship. A more sophisticated 250 Testa Rossa variant – with rearmounted transaxle transmission in place of the private owners variant's gearbox in unit with the engine up front – was only to compete at major level, leaving the field clear for private entrants to contest lower-level SCCA and European events. Above all the new 250 Testa Rossa was offered as a thoroughly well-proven essentially 'bullet-proof' racing design tailor-made to survive races of six, twelve and even 24 hours duration without weakening. The customer cars featured a live rear-axle chassis specification similar to that of the 2-litre Ferrari 500 Testa Rossa. Most notable, and much commented upon throughout the model's long life, has been its entirely distinctive 'pontoon' bodywork designed essentially by Ferrari body specialist Sergio Scaglietti's associate Giancarlo Guerra. This featured a cutaway nose configuration intended to clear extra cooling airflow to the front brake drums.

During 1958, works-team drivers Mike Hawthorn, Phil Hill, Peter Collins, Oliver Gendebien, Luigi Musso, 'Taffy' Von Trips and Wolfgang Seidel excelled in their new 250 TR cars at premier level, winning the Buenos Aires 1,000Kms, Sebring 12-Hours, the Targa Florio and the vitally-important Le Mans 24-Hours, plus the Sports Car World Championship title.

Factory production of the Ferrari 250 Testa Rossa totaled 19 cars plus the prototypes. Here '0308 GT' combines the looks, the performance and the charismatic allure of the genuine 250 Testa Rossa customer cars with absolutely genuine, in-period Ferrari underpinnings, from that 250GT Ellena Coupe base. It is widely useable, raceable and – perhaps above all, considering the multi-million values now commanded by surviving original 250 TR cars – immensely affordable. £500,000 - 600,000 €700.000 - 840.000

#### 028 The London Motor Show 1974 ASTON MARTIN LAGONDA SERIES 1 7.0-LITRE SALOON

Registration no. LWB 400 Chassis no. L/12003/RCAC Engine no. V/540/2003



The Lagonda brand had been moribund for a decade when Aston Martin revived it in 1974 as the model name for a new four-door saloon based on the existing two-door V8. A prototype ('MP/230/1') had been used by AML chairman David Brown in 1969 but the project would not come to fruition until after his departure and Aston Martin's acquisition by Company Developments. Launched at the London Motor Show in October 1974, the new Lagonda was 305mm (12") longer in the wheelbase than the two-door V8 whose engine and running gear it shared and to which it bore an understandably strong resemblance. Priced at  $\pounds14,040$ , including Purchase Tax, at the time of its launch, the Lagonda cost 24% more than the contemporary V8 and thus was one very expensive motor car. The first example completed was for Aston Martin's then chairman, William Wilson. Unfortunately, the ongoing Middle East 'oil crisis' and other economic woes meant that the market for a 160-mph luxury saloon had declined sharply.

An exclusive model even by Aston Martin standards, the Lagonda was catalogued until June 1976, by which time only seven had been made. Chassis numbers ranged from '12001' to '12007', while a further example - chassis '12008' - was sanctioned at a later date. Of the seven cars built in period, five were completed with automatic transmission (like this example) and only two with the ZF five-speed manual gearbox.

'12003' was displayed at the 1974 Earls Court Motor Show where it received the Society of Motor Manufacturers and Traders' Gold Medal for bodywork, and also features in '*Aston Martin - The Complete Car*' by Messrs Archer, Cutting, Murray and Williams. Already a powerful car, the Lagonda has been endowed with even greater urge courtesy of an R S Williams 7.0-litre conversion, commissioned by a previous owner, which enables it to more than hold its own when pitted against modern rivals. The Williams conversion places particular emphasis on torque, producing a substantial 550lb/ft and useful 480bhp against the estimated 350lb/ft and 320bhp of the 5.3-litre original.







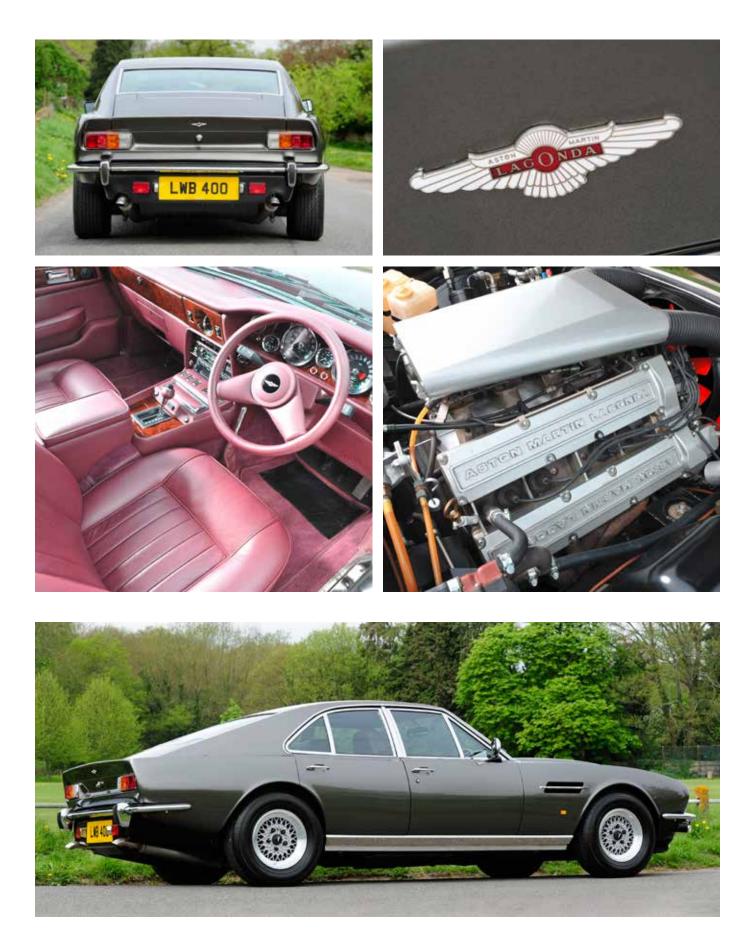
Testing an RSW-converted 7.0-litre Lagonda for *Octane* magazine, motoring writer Paul Chudecki found that its truck-like torque was immediately apparent, the car feeling effortless and capable. 'The 7-litre V8 pulls strongly from around 1,500-1,800rpm and from then on it is relentless. Acceleration is not electrifying given the Lagonda's weight - a guess would put the 0-60mph time in the mid five-second bracket with 100mph coming up around ten seconds later - but it is nonetheless impressive all the way up to 145mph, as fast as we could go given the limits of the test track; there is no reason to doubt the car could pull its 6,500rpm limit in top and reach 170mph given the chance.'

In 2002, '12003' was sent to Spray Tec Restorations where it underwent a major refurbishment programme, benefiting from a visit to Bodylines Specialist Panel Beaters who fabricated new 'Oscar India' style wings and boot lid, as well as a later-style bonnet. Any corrosion or rot was dealt with and once this work was complete the car returned to Spray Tec where it received a bare metal re-spray and a complete interior re-trim. The Lagonda was finished to what can only be described as concours standard and since then has been looked after by Works Service, where a major mechanical overhaul was undertaken in 2004. In total, some £175,000 was spent on the Lagonda by the immediately preceding owner. '12003' is finished in Cumberland Grey with Rolls-Royce Wildberry hide upholstery and burr walnut veneers, while other noteworthy features include a Becker navigation system; up-rated audio system; CD 6-disc auto-changer; heated front seats; remote central locking; reading lights and seat belts to the rear; and a concealed Motorola GSM telephone, complete with handset to the rear centre armrest for the use of rear passengers.

In May 2010, '12003' was offered for sale at Bonhams' auction at Aston Martin Works Service, Newport Pagnell (Lot 332). Its purchaser at that sale was none other than Aston Martin Lagonda Ltd, whose intention it was to display the car alongside its proposed new fourdoor Lagonda model. In the event, this ambitious project would be cancelled, and '12003' has spent the last five years in professional storage, covering fewer than ten miles in that period. (The current odometer reading is 39,275 miles).

The car will have been gently re-commissioned and MoT'd by Aston Martin Works ready for the sale, and will be displayed for a fortnight at the RAC's headquarters in London's Pall Mall prior to the auction. Presented in wonderful condition, this ultra-rare Lagonda is offered with sundry bills from Richard Williams, Spray Tec, Bodylines and Ian Mason; an original instruction book; various AML service vouchers from the 1980s; a quantity of expired MoT certificates; copies of original registration documents; current MoT; V5C registration document; and a copy of *Supercar Classics* magazine (November 1990 edition) featuring the car. £400,000 - 500,000

€560,000 - 700,000



### 029 2002 FERRARI 550 BARCHETTA COACHWORK BY PININFARINA

Registration no. VF02 OVT Chassis no. ZFFZR52B000124120 Engine no. 62354

- One of only 448 built
- Delivered new to France
- Left-hand drive

4

- 15,900 kilometres from new
- Freshly serviced and MoT'd



'The 550 Barchetta Pininfarina was designed to recall the glories of successful road racers of the past, such as the 166MM, and thoroughbred front-engined 12-cylinder Ferrari roadsters of the calibre of the 250GT California and 365GTS/4 Daytona. Ferrari has always created very special runs of cars, and the 550 Barchetta Pininfarina was developed with the aim of being a unique Ferrari - one that deliberately seeks to be more provocative and less rational than the rest of the range.' - Ferrari.

The long association between Ferrari and Pininfarina has been responsible for the creation of some of the most sublime fusions of art and automotive technology, and to mark the world renowned *Carrozzeria*'s 70th Anniversary in 2000, Ferrari supremo Luca di Montezemolo invited Sergio Pininfarina to submit designs for a front-engined roadster embodying the spirit of past Maranello classics. Choosing the 550 Maranello coupé as the basis, the maestro proposed a return to the traditional barchetta style. In Ferrari's own words: 'Functional and unadorned with a simple manual soft-top, the barchetta-style solution has enabled Ferrari's engineers to offset the additional weight gained by reinforcing the chassis and fitting rear roll bars. Consequently the 550 Barchetta Pininfarina weighs no more than the 500 Maranello.'

The heart of any Ferrari is its engine, and the Barchetta Pininfarina's 48-valve, 5.5-litre V12 is the same as that of the 550 Maranello, developing 485bhp at 7,000rpm. All main engine castings of this state-of-the-art power unit are in light alloy, the aluminium wet liners are Nikasil coated and the connecting rods are titanium alloy. The design of the inlet and exhaust systems is derived directly from that of Ferrari's Formula 1 engines, providing the optimum balance between volumetric and combustion efficiency.





Variable intake geometry helps increase both torque and maximum power as its manufacturer explains: 'Ferrari's patented system incorporates a third plenum in the intake manifold which varies the fluid dynamic characteristics. Air is taken in via 12 electro-pneumatic throttle valves which are governed by the engine's CPU. This control ensures optimum performance at all engine speeds, guaranteeing excellent torque delivery throughout the rev range.' One expects nothing less from Ferrari.

Standard equipment included electric windows and door mirrors, air conditioning, remote alarm and central locking, and split-rim alloy wheels. The production run was limited to 448 cars, each individually numbered and carrying a plaque inside with its own serial number and Sergio Pininfarina's signature. The result was an instant classic, with production reserved for a handful of faithful Ferraristi.



This left-hand drive example, number '142', was supplied new by Ferrari France (Charles Pozzi) and has covered only some 15,900 Kilometres (approximately 9,900 miles) from new. The car was first registered in the UK on 22nd August 2012 and in October 2014 was serviced by Carrs Ferrari in Marsh Barton, Exeter, while earlier this year the cam belts were changed by Dick Lovett Ferrari (bill on file).

The car is finished in Argento Nürburgring with black leather interior, and in addition to the standard equipment listed above is equipped with the following options: Scuderia Shields to front wings, aluminium brake callipers, fire extinguisher in foot well, and steering wheel in charcoal colour. This particular car also has the Michalak Design hood upgrade, which allows it to be driven at higher speeds than with the standard hood (included in the sale). Accompanying documentation consists of the aforementioned service bill, Ferrari Certificate of Origin, UK V5C registration document and the original stamped service booklet recording services in 2002, 2006, 2008, 2012, 2013 and 2014. The car will be offered for sale MoT'd and freshly serviced by an authorised Ferrari dealer. Presented in beautiful condition, this most exclusive modern Ferrari would be a credit to any private collection. £240,000 - 280,000



#### 030 Ω N 2012 MCLAREN MP4-12C COUPÉ

Registration no. not UK registered Chassis no. SBM11AAB9CW000465 Engine no. 38JBAA110555

Having astonished the world with its debut supercar of 1992 the iconic, Le Mans-winning F1 - McLaren re-established itself at the head of the exclusive '200mph' club with the MP4-12C. Publicly unveiled in September 2009, the mid-engined MP4-12C commenced manufacture at McLaren's new state-of-theart factory at Woking in mid-2011, just after production of the Mercedes-Benz SLR McLaren model had ceased. Its stylist was Frank Stephenson, who had been recruited from Alfa Romeo Centro Stile following spells with Ferrari and FIAT.

Like its F1 and SLR predecessors, the MP4-12C used a carbonfibre 'MonoCell' body tub, albeit one that now took considerably less time to produce thanks to advances in composites manufacturing technology.

- Delivered new via McLaren Jeddah
- 200mph-plus performance
- Full McLaren service history
- McLaren Extended Warranty

This time the occupants' two seats were arranged conventionally side by side, unlike the F1's unusual three-abreast layout, which placed the driver in the centre, though the use of dihedral doors maintained a familial link with the F1.

BMW and Mercedes-Benz respectively had supplied engines for the F1 and SLR, but for the MP4-12C, McLaren decided to develop its own. The rights to an Indy Car V8 racing engine were acquired from Tom Walkinshaw Racing, and with assistance of Ricardo this was transformed into a 3.8-litre twin-turbocharged unit suitable for a road car.









Manufactured by Ricardo at its Shoreham-by-Sea factory, the M838T engine produced 592bhp initially (more following upgrades) with 80% of its maximum torque available as low as 2,000 revs. Power was transmitted via a dual-clutch 'seamless shift' seven-speed semi-automatic gearbox - technology developed in Formula 1 - that permitted pre-selection of the next gear. Another Formula 1 spin-off was the 'brake steer' technology, which applies the inside rear wheel's brake during hard cornering to counter the effects of understeer.

All modern supercars are designed with racetrack performance as a priority, but with the MP4-12C McLaren pulled off the difficult trick of endowing it with a ride quality approaching that of an luxury saloon. As *Autocar* observed: 'The 12C's suspension is remarkable for its ability to absorb bumps and maintain an eerie freedom from pitch and roll, regardless of whether you're on a motorway or a mountain pass. To reach the outer limits of the McLaren 12C's ability you'll need a circuit.' And a circuit would certainly be needed to exploit its manufacturer's claimed top speed of 207mph (333km/h), though it is worth mentioning that *Sport Auto* magazine achieved an indicated 346km/h (215mph) in 'their' car...

The original coupé was followed by the inevitable spider convertible, various higher-specification limited edition versions and a GT3 category racer before production ceased at the end of 2013, by which time the car's name had been shorted to just '12C'.

In 2012 the McLaren MP4-12C was voted 'Best Supercar' and overall 'Car of the Year' at the Middle East Motor Awards so it is not surprising that many found delighted owners in that part of the world, the example offered here being one such. Left-hand drive chassis number '465' was delivered new via McLaren Jeddah in Saudi Arabia.

In 2012 the McLaren MP4-12C was voted 'Best Supercar' and overall 'Car of the Year' at the Middle East Motor Awards so it is not surprising that many found delighted owners in that part of the world, the example offered here being one such. Left-hand drive chassis number '465' was delivered new via McLaren Jeddah in Saudi Arabia. Finished in Graphite Grey, its specification includes the sport exhaust; Alcantara and Carbon Black interior with carbon fibre upgrade; electrically adjustable and heated seat; parking sensors; tyre pressure monitoring; lithium-ion battery charger; fire extinguisher; car cover; ashtray; and branded floor mat set. In addition, this car also has the optional upgrades of carbon ceramic brakes; carbon fibre splitter and diffuser; lightweight forged wheels; Stealth Pack (gunmetal finish to the exhaust and air brake); and the important IRIS upgrade to the infotainment system. Possessing full McLaren service history, this MP4-12C has covered circa 15,000 kilometres from new and comes with a Dubai title document and its manufacturer's extended warranty valid until 2nd March 2017. It should be noted that the car will require Single Vehicle Type Approval to be registered in the UK. £90,000 - 120,000 €130,000 - 170,000

MOTOR CARS | 141

## THE DEFENDER 2,000,000 SALE

Wednesday 16 December 2015 New Bond Street, London

#### THE LAND ROVER DEFENDER

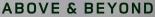
Land Rover have selected Bonhams to join them in celebrating 67 years of iconic Land Rover production by auctioning a unique vehicle that was built to commemorate the UK production of the two-millionth Series Land Rover and Defender.

#### To be sold without reserve

VIEWING 15 - 16 December 2015 Bonhams, 101 New Bond Street

**ENQUIRIES** +44 (0) 20 7468 5801 ukcars@bonhams.com







# Bonhams

#### LONDON

bonhams.com/cars

**ENQUIRIES** 

+1 (415) 391 4000, West Coast +1 (212) 461 6514, East Coast motors.us@bonhams.com

## SCOTTSDALE Auction

Thursday 28 January The Westin Kierland Resort & Spa Scottsdale, Arizona

#### **CONSIGNMENTS NOW INVITED**

## Bonhams

bonhams.com/scottsdale

#### IMPORTANT COLLECTORS' MOTOR CARS, MOTORCYCLES AND AUTOMOBILIA

Thursday 4 February 2016 Paris, France

Following the spectacular auction at the Grand Palais in 2015, Bonhams is delighted to announce its return to this magical venue steeped in automotive history. Bonhams will be holding a sale of exceptional motor cars, motorcycles and automobilia.

Selected entries are now invited for what promises to be a truly memorable event. **Europe** +32 (0) 476 879 471 eurocars@bonhams.com

UK +44 (0) 20 7468 5801 ukcars@bonhams.com

Matching numbers, long nose and torque tube example **1966 FERRARI 275 GTB** Chassis no. 8973 Engine no. 8973 €2,500,000 - 3,500,000 To be offered without reserve

## Bonhams

LES GRANDES MARQUES

**DU MONDE** 

• AU =

GRAND PALAIS From the Collection of Willem van Huystee The Ex-Sommer, Fagioli, Nuvolari, Biondetti, Lt. Harry Torin, mechanically prepared by Chris Leydon and D.L. George Coachworks 1933 MASERATI 8C 3000 BIPOSTO

#### ENQUIRIES

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# AMELIA ISLAND

#### AUCTION

Thursday 10 March Fernandina Beach Golf Club Fernandina Beach, Florida

#### **CONSIGNMENTS NOW INVITED**

## Bonhams

**NEW YORK** 

bonhams.com/amelia

#### MODERN SPORTING GUNS, RIFLES AND VINTAGE FIREARMS

Wednesday 2 December 2015 Knightsbridge, London A FINE PAIR OF 12-BORE SINGLE-TRIGGER EASY-OPENING SIDELOCK EJECTOR GUNS BY BOSS & CO., NO. 6673/4 £30,000 - 40,000 ENQUIRIES + 44 (0) 20 7393 3815 patrick.hawes@bonhams.com



## Bonhams

bonhams.com/guns

### FINE WATCHES AND WRISTWATCHES

Thursday 3 December Bonhams Hong Kong Gallery Suite 2001, One Pacific Place Admiralty, Hong Kong

#### ROLEX.

65,11,60

70.

100

110 1

75.

80 -

85

UNITS PER

400

300

240

200

160

150

120 130 140

A rare and unusual stainless steel automatic chronograph bracelet watch presented to the Daytona 24 hour winner Michael Lauer with box and patch, Circa 2002 HK\$320,000 - 550,000 US\$41,000 - 71,000 PREVIEW

1 - 3 December

#### ENQUIRIES

+852 2918 4321 watches.hk@bonhams.com

Bonhams

#### HONG KONG

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#### NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the Sale may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given out orally before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

#### 1. OUR ROLE

In its role as Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams' job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for Buyers or Bidders in this role and does not give advice to Buvers or Bidders. When it or its staff make statements about a Lot or, if Bonhams provides a Condition Report on a Lot it is doing that on behalf of the Seller of the Lot. Bidders and Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them. The Seller has authorised Bonhams to sell the Lot as its agent on its behalf and, save where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation we make in respect of a Lot is made on the Seller's behalf and, unless Bonhams sells a Lot as principal, not on our behalf and any Contract for Sale is between the Buver and the Seller and not with us. If Bonhams sells a Lot as principal this will either be stated in the Catalogue or an announcement to that effect will be made by the Auctioneer, or it will be stated in a notice at the Sale or an insert in the Catalogue.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams'* relationship with the *Buyer*.

#### 2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot. including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items. designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a gualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller to the Buyer of the Lot as corresponding only with that part of the Entry which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the Lot in the Catalogue. The remainder of the Entry, which is not printed in bold letters, represents Bonhams' opinion (given on behalf of the Seller) about the Lot only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller.

#### Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any *VAT* or *Buyer's Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as

an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

#### **Condition Reports**

In respect of most Lots, you may ask for a Condition Report on its physical condition from Bonhams. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. Nor does the Seller owe or agree to owe you as a Bidder any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you. However, any written Description of the physical condition of the Lot contained in a Condition Report will form part of the Contractual Description of the Lot under which it is sold to any Buyer.

#### The Seller's responsibility to you

The Seller does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

#### Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams*' behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on Bonhams' behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer's Agreement.

#### Alterations

Descriptions and Estimates may be amended at Bonhams' discretion from time to time by notice given orally or in writing before or during a Sale.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

#### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid. to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again. Auction speeds can exceed 100 / ots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, iewellerv Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

#### 5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder* Registration Form, Absentee *Bidding Form* or Telephone *Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

#### **Bidding in person**

You should come to our Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

#### **Bidding by telephone**

If you wish to bid at the Sale by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *LOts*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

#### Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interests to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. New Bidders must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

#### Bidding via the internet

Please visit our Website at http://www.bonhams.com for details of how to bid via the internet.

#### Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

#### 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a Contract for Sale of the I of will be entered into between the Seller and the Buver on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/ or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

#### 7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer's Agreement. All the sums payable to us by the Buyer are subject to VAT. For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:

(a) Motor Cars and Motorcycles 15% on the first £50,000 of the *Hammer Price* 12% from £50,001 of the *Hammer Price* 

#### (b) Automobilia

25% up to £50,000 of the *Hammer Price* 20% from £50,001 to £1,000,000 of the *Hammer Price* 12% from £1,000,001 of the *Hammer Price* 

The Buyer's premium is payable for the services to be provided by Bonhams in the Buyer's Agreement which is contained in the Catalogue for this Sale and for the opportunity to bid for the Lot at the Sale.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price of €1000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists ReSale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

Hammer Price	Percentage amount
	0
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

#### 8. VAT

The prevailing rate of *VAT* at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols are used to denote that VAT is due on the Hammer Price and Buyer's Premium:

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer
   Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the Hammer Price, but VAT at the prevailing rate will be added to Buyer's Premium which will be invoiced on a VAT inclusive basis.

#### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Cash: you may pay for *Lots* purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009 Sort Code: 56-00-27 IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and MasterCard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

#### 10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

#### 11. SHIPPING

Please refer all enquiries to our shipping department on: Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805 Email: shipping@bonhams.com

#### 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/ what-we-do/supporting-museums/cultural-property/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

#### 13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-en/imports-exports/cites/ or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's

rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

#### 15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 10 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to *VAT* on the *Buyer's Premium*.

#### 16. CLOCKS AND WATCHES

All Lots are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, Bonhams makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Bidders should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Bidders should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

#### 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

#### **Guns Sold as Parts**

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

#### **Condition of Firearms**

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the <sup>°</sup> of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

#### Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

#### Licensing Requirements Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

#### **Taxidermy and Related Items**

As a Seller of these articles, Bonhams undertakes to comply fully with Cites and DEFRA regulations. Buyers are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

#### **18. FURNITURE**

#### **Upholstered Furniture**

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

#### 19. JEWELLERY

#### ≈ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale. Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

#### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates obtained by Buyers on any Lots subsequent to the Sale.

#### **Estimated Weights**

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with reqard to this information as to its accuracy.

#### Signatures

#### 1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

#### 2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams*' opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

#### 3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams*' opinion, but using stones or designs supplied by the client.

#### 20. PHOTOGRAPHS

#### **Explanation of Catalogue Terms**

- · "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/ or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

#### 21. PICTURES

#### Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale:* 

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction:
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil:
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date:
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

#### 22. PORCELAIN AND GLASS

#### Damage and Restoration

For your guidance, in our Catalogues we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable Descriptions of damage cannot be definitive, and in providing Condition Reports, we cannot Guarantee that there are no other defects present which have not been mentioned. Bidders should satisfy themselves by inspection, as to the condition of each Lot. Please see the Contract for Sale printed in this Catalogue. Because of the difficulty in determining whether an item of glass has been repolished, in our Catalogues reference is only made to visible chips and cracks. No mention is made of repolishing, severe or ot therwise.

#### 23. VEHICLES

#### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

#### 24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

#### Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

#### **Corks and Ullages**

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm 15 to 30 years old – top shoulder (ts) or up to 5cm Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

#### Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

#### Wines in Bond

Wines lying in Bond are marked  $\Delta$  and *VAT* is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance *VAT* and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

#### **Bottling Details and Case Terms**

The following terms used in the *Catalogue* have the following meanings:

- CB Château bottled
- DB Domaine bottled
- EstB Estate bottled
- BB Bordeaux bottled
- BE Belgian bottled
- FB French bottled
- GB German bottled
- OB Oporto bottled
- UK United Kingdom bottled
- owc- original wooden case
- iwc individual wooden case oc – original carton

#### SYMBOLS

#### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

#### •, †, \*, G, Ω, α see clause 8, VAT, for details.

#### DATA PROTECTION - USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www. bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

#### APPENDIX 1

#### CONTRACT FOR SALE

**IMPORTANT:** These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the Seller's liability in respect of the quality of the Lot, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

#### 1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
- 1.4 The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

#### 2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

#### 3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.
- 3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

#### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose. 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

#### RISK, PROPERTY AND TITLE

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- Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.

#### PAYMENT

- Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- Time will be of the essence in relation to payment of the Purchase Price and all other sums pavable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

#### COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.
- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

#### 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to Bonhams in order to obtain the release of the *Lot*) incurred by the Seller (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his

behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

#### THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or or ally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

#### MISCELLANEOUS

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10.1 You may not assign either the benefit or burden of the *Contract for Sale.* 

- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 11 GOVERNING LAW

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

#### **APPENDIX 2**

#### **BUYER'S AGREEMENT**

**IMPORTANT:** These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description or Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in

writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Saller.

#### PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

#### PAYMENT

2

3

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the Lot is marked [<sup>AR</sup>], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

#### 4 COLLECTION OF THE LOT

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office. You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice* to *Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.2

4.3

- For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

#### 5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3. and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

#### 6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

#### 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

#### 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

#### FORGERIES

9

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and

- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

#### 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort. breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

#### 11 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

- 11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 12 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

#### DATA PROTECTION - USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www. bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

#### **APPENDIX 3**

#### DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

#### LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale). "Auctioneer" the representative of Bonhams conducting the Sale.

"Bidder" a person who has completed a *Bidding Form.* "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

**"Book"** a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession. "Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "vour".

"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue). "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession. "Contract Form" the *Contract Form*, or vehicle *Entry* form, as

applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the Lot and its Lot number which may contain a *Description* and illustration(s) relating to the Lot.

**"Estimate"** a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer. "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles. "New Bond Street" means *Bonhams*' saleroom at 101 New Bond Street. London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *I* of.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold

(whether at auction or by private treaty). **"Sale**" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising. "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate). "Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams*' normal business bank account. "VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

#### GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted. "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordinaly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the Lot to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged,

destroyed, stolen, or deteriorate in condition or value. **"title":** the legal and equitable right to the ownership of a *Lot.*  **"tort":** a legal wrong done to someone to whom the wrong doer has a duty of care.

#### SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- In a contract of sale, other than one to which subsection
   (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

#### **Registration and Bidding Form**

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

#### Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

#### Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

#### **Credit and Debit Card Payments**

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

#### Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

#### If successful

Telephone or

Absentee (T / A)

FOR WINE SALES ONLY

Your signature:

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Lot no.

Please leave lots "available under bond" in bond

	Sale no. 22729	Sale venue: New Bond Street		
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	City	County / State		
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card statement vide a copy of their				
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de this may result in her value lots you	By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
eference.	I am registering to bid as a private buyer	I am registering to bid as a trade buyer		
ote	If registered for VAT in the EU please enter your registration here:	Please tick if you have registered with us before		
	Please note that all telephone calls are recorded.			
Brief description		MAX bid in GBP (excluding premium & VAT) Covering bid*		

Sale title: THE BOND STREET SALE

## Bonhams

6 December 2015

Sale date:

\* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form. Please email or fax the completed Auction Registration form and requested information to:

Date:

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

I will collect from Park Royal or bonded warehouse

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

Please include delivery charges (minimum charge of £20 + VAT)

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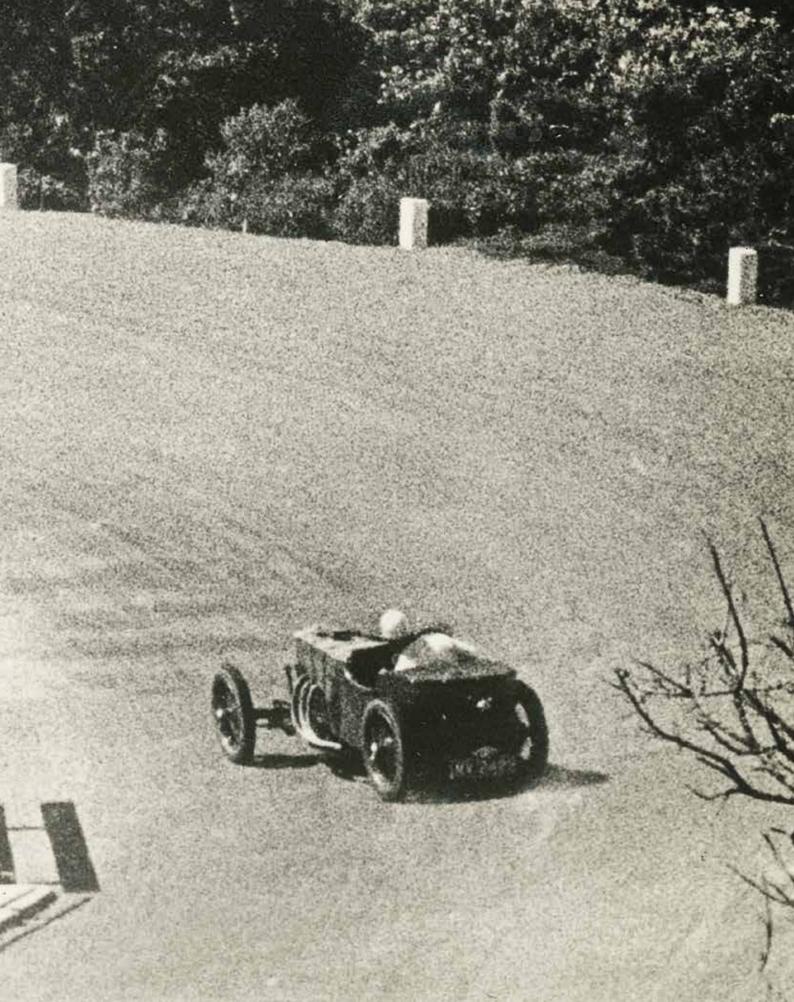
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#### **MOTOR CAR INDEX**

Lot No	Year	Model
2	1962	AC Cobra Roadster
20	1961	Aston Martin DB4 'Series II' Sports Saloon
24	1963	Aston Martin Lagonda Rapide Sports Saloon
4	1964	Aston Martin DB5 Sports Saloon
28	1974	Aston Martin Lagonda Series 1 7.0-Litre Saloon
14	1953	Austin-Healey 100/'100S' Coupé
15	1959	Austin-Healey 3000 MKI Works Rally Coupé
6	1929	Bentley 4½-Litre Tourer
21	1961	Bentley S2 Continental Flying Spur Sports Saloon
16	1952-model	Connaught A-Type Formula 2 Racing Single-Seate
27	1958-Style	Ferrari 250 Testa Rossa Sports-Racing Two-Seate
23	1962	Ferrari 250 GT Series II Cabriolet
25	1967	Ferrari 330 GTC Berlinetta
29	2002	Ferrari 550 Barchetta Pininfarina
19	2005	Ferrari 575 Superamerica Convertible
10	1932	Frazer Nash TT Replica
7	1938	Frazer Nash-BMW 328 Roadster
8	1955	Frazer Nash Le Mans Coupé
5	1934	Invicta 4½-Litre S-Type Low-chassis Tourer
18	1948	Jaguar 'Mark IV' 3½-Litre Drophead Coupé
26	1960	Jaguar XK150 3.8-Litre Drophead Coupé
3	1937	Lagonda LG45 Rapide
12	1961	Lotus Elite Series 2 Super 95 Coupé
9	1966	Maserati Mistral 3.5-Litre Spyder
30	2012	McLaren MP4-12C Coupé
11	1955	Mercedes-Benz 300 SL 'Gullwing' Coupé
1		Registration Number: 'R6'
17	1928	Rolex Watch
22	1964	Sunbeam Tiger Le Mans Coupé





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