



Bonhams

1793

Modern British & Irish Art

Tuesday 4 June 2013 at 1pm
Knightsbridge, London



Modern British & Irish Art

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Knightsbridge

Bonhams

Montpelier Street
Knightsbridge
London SW7 1HH
www.bonhams.com

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Sale Number: 20777

Catalogue: £12

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

Please see back of catalogue for important notice to bidders

Illustration

Front cover: Lot 167
Back cover: Lot 19
Inside front: Lot 76
Inside back: Lot 179

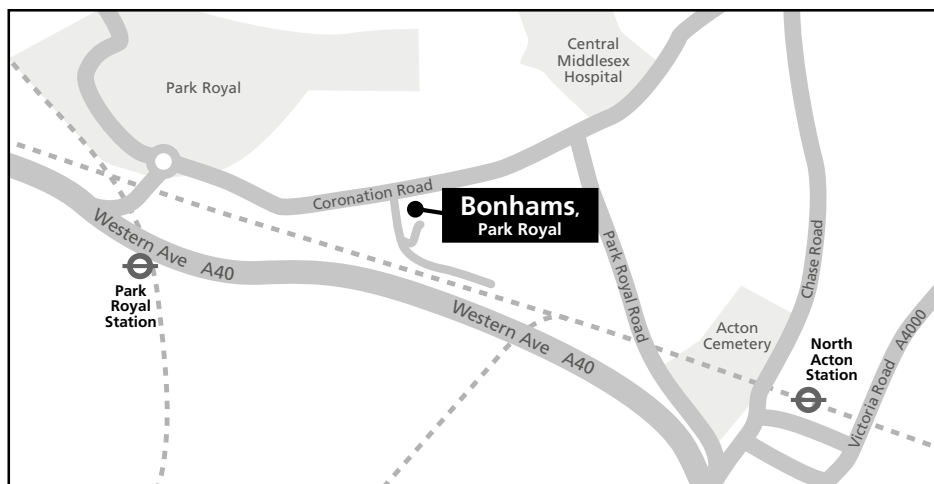


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Collection and Shipment

Sold lots marked with a special
symbol **W** will be only retained
at Bonhams, Knightsbridge until
10am on Wednesday 5 June
2013. Lots not collected by then
will be removed to Bonhams Park
Royal warehouse.

The sold lots marked with a
special symbol **W** will be available
for collection from Bonhams
warehouse as from 9.30am on
Thursday 6 June 2013.

Lots maybe released from
Bonhams warehouse on
production of the collection
order obtained from cashier's
office at Bonhams and a form of
photographic ID. If a third party is
collecting on behalf of the client,
the client must provide Bonhams
with written authority prior to
collection. The third party must
present a photographic form of ID
when collecting.

Lots not market **W** will only be
held free of charge at Bonhams
Knightsbridge until Tuesday 25
June 2013. Storage charges will
commence on Wednesday 26
June 2013.

Please contact the department.

Bonhams Warehouse Address:

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Coronation Road
Park Royal, London NW10 7QP
Tel: +44 (0) 87 0811 3867
Hours of opening
9.30am to 4.30pm
Monday to Friday

Handling and storage charges

Please Note

For sold lots removed to
Bonhams warehouse there
will be no transfer and storage
charges for lots collected between
Thursday 6 June 2013 and close
of business Tuesday 11 June
2013.

Transfer and storage charges
will commence on Wednesday 12
June 2013.

The charges levied by Bonhams
are as follows:

Paintings and Frames marked
with **W**

Transfer per lot	£20.00
Daily storage per lot	£3.40

All other paintings and frames

Transfer per lot	£10.00
Daily storage per lot	£1.70

All the above charges are
exclusive of VAT

Handling and storage payment

All charges due Bonhams must be
paid by the time of collection from
Bonhams' warehouse.

Payment in advance

Tel: +44 (0) 20 7393 3912 / 3913
to ascertain amount due by: cash,
cheque with banker's card, credit
card, bank draft or traveller's
cheque.

Payment at time of collection

By credit card / debit card

Important Notice

A surcharge of 2% is applicable
when using Mastercard, Visa and
overseas debit cards.

The following symbol is used
to denote that VAT is due on
the hammer price and buyer's
premium

† VAT 20% 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

^w These lots will be removed to
Bonhams Park Royal Warehouse
after the sale. Please read the sale
information page for more details.

^y These lots are subject to CITES
regulations, please read the
information in the back of the
catalogue.





1



2



3

1^{AR}

Donald Hamilton Fraser RA (British, 1929-2009)

'Study. Seascape orange sky'
signed 'Fraser' (lower right); bears title and
date '1966' (on board verso),
oil on paper

14 x 18cm (5 1/2 x 7 1/16in).

£1,000 - 1,500

€1,200 - 1,800

EXHIBITED:

London, Gimpel Fils Gallery, Feb-March 1968,
no: 29

2^{AR}

Donald Hamilton Fraser RA (British, 1929-2009)

East Anglian landscape
signed 'Fraser' (lower right); bears title and
date '1956' (on frame verso),
oil on board

36.5 x 46.5cm (14 3/8 x 18 5/16in).

£2,000 - 3,000

€2,400 - 3,500

3^{AR}

Donald Hamilton Fraser RA (British, 1929-2009)

Tuesday morning near Sant Llorenç de Morunys
signed 'Fraser' (lower right) and titled 'Tuesday
morning near Sant Lorenc [sic] de Morunys'
(lower left)

oil on paper

45 x 42.8cm (17 11/16 x 16 7/8in).

£1,000 - 1,500

€1,200 - 1,800

4^{AR}

Frederick Gore C.B.E, R.A (British, 1913-2009)

Orange Groves outside 'C'AN Det
signed 'F Gore' (lower left), oil on canvas
66 x 81.5cm (26 x 32 1/16in).

£4,000 - 6,000

€4,700 - 7,100



4

5^{AR}

Donald McIntyre (British, 1923-2009)

'Little Harbour'

signed 'D McIntyre' (lower right); titled and
signed (on label verso),
oil on card

52 x 62cm (20 1/2 x 24 7/16in).

£3,000 - 5,000

€3,500 - 5,900



5



6

6^{AR}

Fred Cuming (British, born 1930)

View of Fowey harbour

signed (lower left), oil on board

51 x 61cm (20 1/16 x 24in).

£2,500 - 3,500

€3,000 - 4,100



7

7^{AR}

Fred Cuming (British, born 1930)

Heatwave, August Camber

signed 'Cuming' (lower left), oil on board

31 x 61cm (12 3/16 x 24in).

£2,500 - 3,500

€3,000 - 4,100

8^{AR}

Peter Kuhfeld (British, born 1952)

'Venice, late afternoon'

signed 'Kuhfeld' (upper right), oil on canvas

31 x 56cm (12 3/16 x 22 1/16in).

£1,000 - 1,500

€1,200 - 1,800



8

9^{AR}

Christopher Richard Wynne
Nevinson A.R.A. (British, 1889-
1946)

Snow in Derbyshire
signed 'C.R.W. Nevinson' (lower
right)
watercolour and gouache
24.4 x 34.4 cm. (9 5/8 x 13 1/2 in.)
£2,500 - 3,000
€3,000 - 3,500

EXHIBITED:
London, Leicester Galleries,
*Watercolours from Nature by CRW
Nevinson*, March 1932, cat no. 73

10^{AR}

Sir Kyffin Williams R.A. (British,
1918-2006)

Landscape
signed with initials 'KW' (lower
right),
pen, ink and wash
41.5 x 74cm (16 5/16 x 29 1/8 in.)
£4,000 - 6,000
€4,700 - 7,100

EXHIBITED:
Exhibited in the National Library
of Wales
Oriel Plas Glyn-y-Weddw
(according to label inscription,
verso)



9



10



11

11^{AR}

Mary Fedden R.A. (British, 1915-2012)

Brittany

signed and dated 'Fedden 1995' (lower left)

oil on board

61 x 50.9 cm. (24 x 20 in.)

£6,000 - 8,000

€7,100 - 9,500

PROVENANCE:

The artist

Purchased from the Royal West of England
Academy exhibition by the present owner

EXHIBITED:

Bristol, Royal West of England Academy, *Mary
Fedden: A Retrospective*, 1996

The present work is a self portrait of the artist
alongside her husband, Julian Trevelyan at their
Brittany home.

12^{AR}

Mary Fedden R.A. (British, 1915-2012)

Man with handkerchief
signed and dated 'Fedden 1990' (lower right),
oil on canvas laid to board
15.5 x 20.5cm (6 1/8 x 8 1/16in).

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

Acquired directly from the artist by the present owner



12

13^{AR}

Mary Fedden R.A. (British, 1915-2012)

Lady on a beach with lighthouse beyond
signed and dated 'Fedden 1993' (lower right),
oil on board
16 x 21cm (6 5/16 x 8 1/4in).

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

Acquired directly from the artist by the present owner



13



14

14^{AR}

Julian Trevelyan R.A. (British, 1910-1988)

House on the Thames
signed and dated 'Trevelyan 40'
(lower left)
oil on canvas
30.8 x 50.8 cm. (12 1/8 x 20 in.)
£4,000 - 6,000
€4,700 - 7,100

The present work depicts Chiswick Eyot and Durham Wharf, where Trevelyan lived with his wife and fellow artist Mary Fedden.



15

15^{AR}

Julian Trevelyan R.A. (British, 1910-1988)

Tuscany
signed and dated 'Trevelyan '59'
(lower right),
oil on canvas
40.5 x 50.5cm (15 15/16 x 19 7/8in).
£4,000 - 6,000
€4,700 - 7,100

PROVENANCE:
Private Collection

16^{AR}

Mary Fedden R.A. (British, 1915-2012)

Julian with a fishing net
signed 'Fedden 1993' (lower left),
oil on board

17 x 18cm (6 11/16 x 7 1/16in).

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

Acquired directly from the artist by the present owner



16

17^{AR}

Mary Fedden R.A. (British, 1915-2012)

The red door
signed and dated 'Fedden 1991' (lower left),
oil on board

30 x 41cm (11 13/16 x 16 1/8in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE:

Acquired directly from the artist by the present owner



17



18

18^{AR W}

Anthony Green RA (British, born 1939)

The Chinese Lantern

signed and dated 'Anthony Green 74' (lower left); further signed, titled and dated (board verso), oil on board

183 x 206cm (72 1/16 x 81 1/8in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE:

Rowan Gallery, London

Gallery K, Washington



19

19★ AR

Beryl Cook (British, 1926-2008)

The commuters

two sided screen with Woman with Red Shoes
(on verso), oil on board (with detachable
glasses)

74 x 53cm (29 1/8 x 20 7/8in). (overall size)

£10,000 - 15,000

€12,000 - 18,000



19



20

20^{AR}

Mary Fedden R.A. (British, 1915-2012)

Sunflower with bees

signed and dated 'Fedden 1973' (lower left),
pencil

76 x 55cm (29 15/16 x 21 5/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Acquired directly from the artist by the present
owner



21

21^{AR}

Simon Albert Bussy (British, 1869-1954)

Tunisie

signed 'Simon Bussy' (lower left), pastel

22.5 x 17.5cm (8 7/8 x 6 7/8in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

Private Collection, UK

22^{AR}

Helen Bradley (British, 1900-1979)

Mrs Carter

signed with fly insignia (lower left); inscribed 'Mrs Carter (who wore pink) was busy telling Mother something very special when Aunt Mary saw Nellie Hope-Ainsworth listening, so she quietly came to Mother and said, "Jane, look who's standing near"'. (upper left), ink on paper,

23 x 26cm (9 1/16 x 10 1/4in).

£1,500 - 2,000

€1,800 - 2,400

23^{AR}

William Russell Flint (Scottish, 1880-1969)

Study of two women

signed 'W Russell Flint' (lower right), red conte and crayon

22.5 x 32cm (8 7/8 x 12 5/8in).

£1,500 - 2,000

€1,800 - 2,400

24^{AR}

Paul Lucien Maze (French, 1887-1979)

Woman in a blue dress

signed and dated 'Paul Maze/1945' (lower right),

pastel

23 x 28cm (9 1/16 x 11in).

£1,000 - 1,500

€1,200 - 1,800



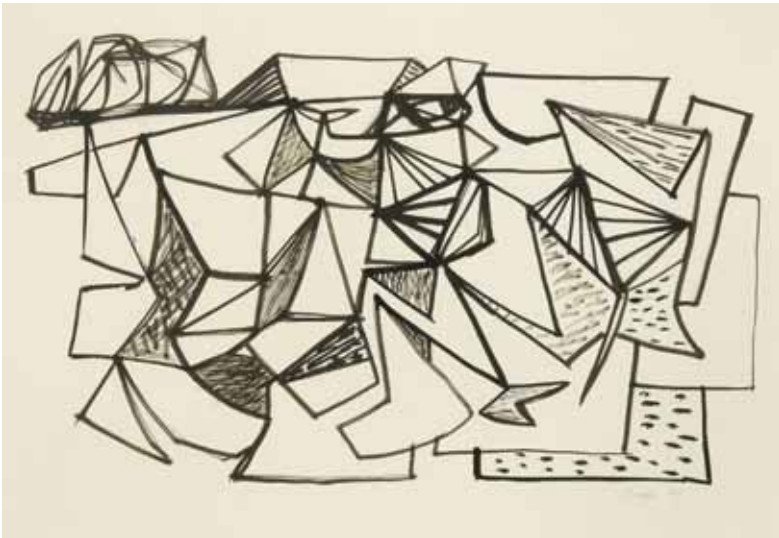
22



23



24



25



26



27

25^{AR}

William Gear (British, 1915-1997)

Abstract

signed and dated 'Gear 48' (lower right), ink
on paper

40 x 57.5cm x 22 5/8in).

£800 - 1,200

€950 - 1,400

PROVENANCE:

With Redfern Gallery where purchased by the
present owner

26^{AR}

Keith Vaughan (British, 1912-1977)

Man with Pole

with studio stamp (lower right),
pencil

11 x 16cm (4 5/16 x 6 5/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Mathon Gallery, Malvern, where
purchased by the father of the present owner,
2 December 1992

Austin/Desmond Fine Art

27^{AR}

Keith Vaughan (British, 1912-1977)

Shore IV

signed with initials 'KV' (lower right),
pen, ink and wash

8.2 x 11cm (3 1/4 x 4 5/16in).

£800 - 1,200

€950 - 1,400

PROVENANCE:

With Julian Lax, London, where acquired by
the family of the present owner 14 November
2000

Thence by descent

28^{AR}

Ken Kiff (British, 1935-2001)

Landscape with figure and fire

egg tempera on gesso

18 x 20cm (7 1/16 x 7 7/8in).

£1,000 - 1,500

€1,200 - 1,800



28

29^{AR}

Michael Wishart (British, 1928-1996)

Lake in Bergen

signed with initials and dated 'MW 56' (lower right),

oil on canvas

49.5 x 99cm (19 1/2 x 39in).

£1,200 - 1,800

€1,400 - 2,100



29

30^{AR}

John Miller (British, 1931-2002)

Untitled (Autumn Landscape)

signed 'John Miller' (lower right), oil on canvas

40 x 90cm (15 3/4 x 35 7/16in).

circa 1970

£1,500 - 2,000

€1,800 - 2,400



30

PROVENANCE:

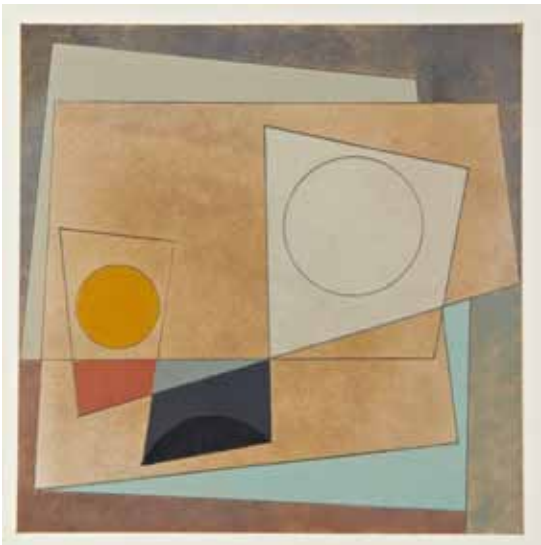
With Belgrave Gallery, St Ives



31



32



33

31^{AR}

Michael Canney (British, 1923-1999)

'Squarefold No.6'

signed, dated and titled 'Michael Canney 87/
Squarefold No.6' (on board verso), oil on board
22.5 x 23cm (8 7/8 x 9 1/16in).

£800 - 1,200

€950 - 1,400

32^{AR}

Michael Canney (British, 1923-1999)

Sequence

titled, dated and signed 'SEQUENCE I 80-81/
Michael Canney' (on board verso), oil on board
29.5 x 29.5cm (11 5/8 x 11 5/8in).

£1,500 - 2,000

€1,800 - 2,400

EXHIBITED:

The Belgrave Gallery, London, Michael Canney,
1990, no: 34

33^{AR}

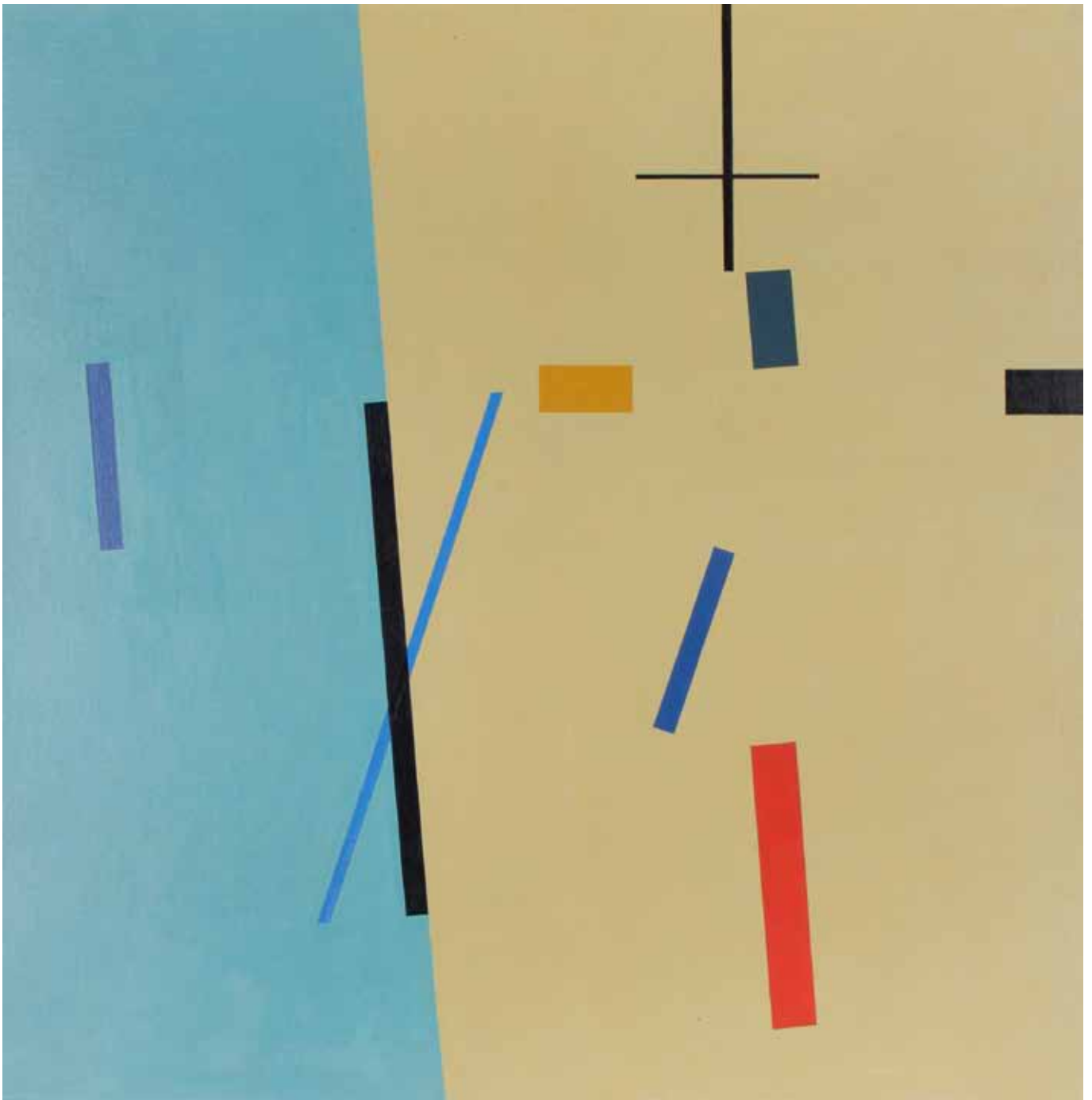
Michael Canney (British, 1923-1999)

'Interlink'

signed, dated and titled 'michael canney 93/
Interlink' (on board verso), gouache and pencil
21.5 x 21.5cm (8 7/16 x 8 7/16in).

£800 - 1,200

€950 - 1,400



34

34^{AR}

Michael Canney (British, 1923-1999)

Homage to Gorin

titled, signed and dated 'HOMAGE TO GORIN/

Michael Canney/78' (verso), oil on canvas

90 x 91cm (35 7/16 x 35 13/16in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With The Fine Art Society.



35

35^{AR}

Michael Canney (British, 1923-1999)

Untitled composition

oil on canvas

46 x 36cm (18 1/8 x 14 3/16in).unframed

£1,000 - 1,500

€1,200 - 1,800

36^{AR}

Michael Canney (British, 1923-1999)

'Division'

signed, dated and titled 'Michael Canney 64/

Division' (on board verso), oil on board

29 x 24cm (11 7/16 x 9 7/16in).

£1,000 - 1,500

€1,200 - 1,800



36



37

37^{AR W}

Kenneth Armitage (British, 1916-2002)

Table E

oil on aluminum construction

183.6 cm. (72 1/4 in.)(height)

Conceived in 1969

£7,000 - 10,000

€8,300 - 12,000

LITERATURE:

Tamsyn Woollcombe (ed.), *Kenneth Armitage, Life and Work*, Lund Humphries, London, 1997, p.148, cat.no.KA170



38



39



40

38* AR

Sandra Blow R.A. (British, 1925-2006)

Untitled

signed and dated 'Blow 70' (lower right),
mixed media

21 x 18cm (8 1/4 x 7 1/16in).

£600 - 800

€710 - 950

39* AR

Sandra Blow R.A. (British, 1925-2006)

Study for a lithograph

signed and dated 'Blow 68' (lower right), mixed
media on paper

59.5 x 45cm (23 7/16 x 17 11/16in).

£1,200 - 1,800

€1,400 - 2,100

PROVENANCE:

With The New Art Centre

40^{AR}

Sandra Blow R.A. (British, 1925-2006)

Untitled

signed and dated 'Blow 02' (lower right), ink,
crayons and watercolour

21 x 19.5cm (8 1/4 x 7 11/16in).

£800 - 1,200

€950 - 1,400



43

41^{AR}

Trevor Bell (British, born 1930)

Abstract composition
signed and dated 'Bell 1961' (lower left),
gouache

63.5 x 58cm (25 x 22 13/16in).

£1,000 - 1,500

€1,200 - 1,800

42^{AR}

Gillian Ayres O.B.E., R.A. (British, born 1930)

Abstract
signed and dated 'G Ayres 93' (lower right), oil on paper
53.5 x 35.5cm (21 1/16 x 14in).
unframed

£1,200 - 1,800

€1,400 - 2,100

43^{AR}

Ceri Richards (British, 1903-1971)

Study for La Cathédrale Engloutie
signed and dated 'Ceri Richards 62' (lower right); inscribed
'La Cathédrale Engloutie for the piano prelude by Claude
Debussy' and further signed and dated (verso), mixed media
on paper

18.5 x 12.5cm (7 5/16 x 4 15/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

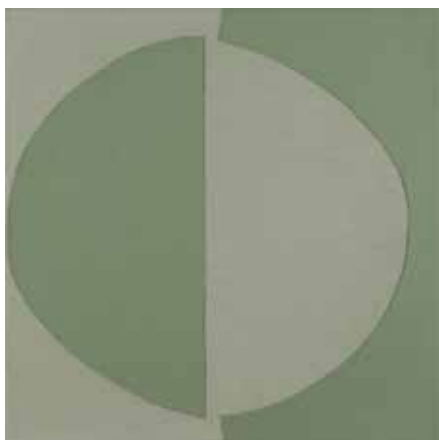
Private Collection, UK



41



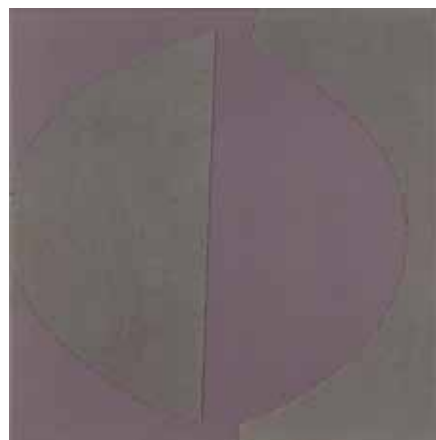
42



44



44



44

44^{AR}

Sir Terry Frost R.A. (British, 1915-2003)

Untitled - Triptych

studio stamp labels (verso), acrylic and collage
on canvas

38 x 38cm (14 15/16 x 14 15/16in).each

(framed individually) (3)

£3,000 - 5,000

€3,500 - 5,900

45^{AR}

Denis Mitchell (British, 1912-1993)

Gurnic

stamped with initials and dated 'DAM 70';
titled, further signed and dated and numbered
4/6 (on base),
polished bronze

28.5cm (11 1/4in) (height, including base)

£3,000 - 5,000

€3,500 - 5,900

46^{AR}

Denis Mitchell (British, 1912-1993)

Poldu, 1980

stamped with initials 'DAM'; titled, further
signed and dated 1980 and numbered 4/7 (on
base),

polished bronze and green patina

18cm (7in) (height, including base)

£2,000 - 3,000

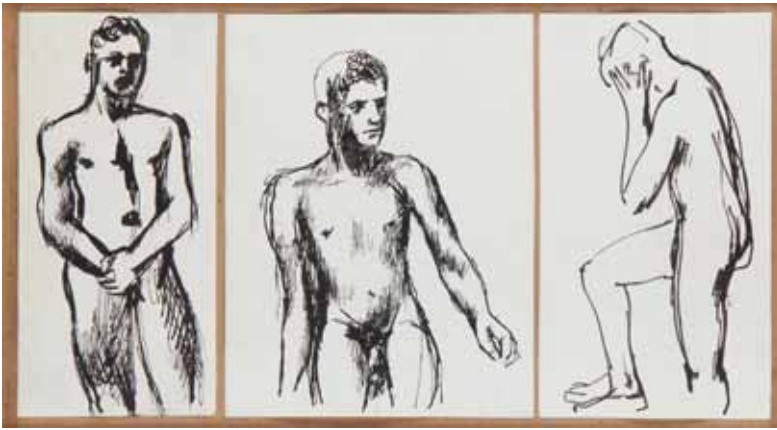
€2,400 - 3,500



45



46



47

47^{AR}

Keith Vaughan (British, 1912-1977)

Three Studies

ink

three works framed as one, with largest piece measuring 19.5 x 15 cm (7 11/16 x 5 7/8 in) together with two further framed works by the same hand (3)

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

With Anthony Hepworth Fine Art.



48

48^{AR}

Keith Vaughan (British, 1912-1977)

Standing figures

ink and wash

two works framed as one, with largest piece measuring 27 x 20 cm (10 5/8 x 7 7/8 in) together with one further framed work by the same hand (2)

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

With Anthony Hepworth Fine Art



49

49

Keith Vaughan (British, 1912-1977)

Three figure Studies

ink and wash

three works framed as one, with largest piece measuring 19.5 x 14 cm (7 11/16 x 7 7/8 in) together with two further framed work by the same hand (3)

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

With Anthony Hepworth Fine Art

50^{AR}

Mary Potter (British, 1900-1981)

Brighton Promenade

watercolour

11.5 x 16.5cm (4 1/2 x 6 1/2in).

£800 - 1,200

€950 - 1,400

EXHIBITED:

London, The Leicester Galleries, Works by Mary Potter, November 1951, no:9

51^{AR}

Paul Nash (British, 1889-1946)

'Well at Tamaris'

inscribed 'For/Richard/from Paul' (lower left),

pencil, coloured crayon and watercolour

22 x 29cm (8 11/16 x 11 7/16in).

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

Arthur Tooth & Sons

Sale, Sotheby's London, 9 July 1969, Lot 38

Hamet Gallery

EXHIBITED:

London, Redfern Gallery, Paul Nash

Retrospective Exhibition, April 1961, no:57

52^{AR}

Edward Burra (British, 1905-1976)

Pylons

signed 'E J Burra' (lower left)

pencil

34.5 x 49cm (13 9/16 x 19 5/16in).

£2,500 - 3,500

€3,000 - 4,100



50



51



52



53

53^{AR}

Graham Sutherland O.M. (British, 1903-1980)

Organic study
dated '5.11.68' (lower right)
pencil, gouache, pen and ink
19.7 x 34.7 (7 3/4 x 13 5/8 in.)

£4,000 - 6,000

€4,700 - 7,100

54^{AR}

Graham Sutherland O.M. (British, 1903-1980)

Study of trees
numbered '96' (upper right)
pencil and gouache
22.5 x 17.5 cm. (8 7/8 x 6 7/8 in.)

£3,000 - 5,000

€3,500 - 5,900



54

55^{AR}

Arthur Armstrong R.H.A. (Irish, 1924-1996)

Landscape in Blues & Greens

signed 'ARMSTRONG' (lower right)

oil on board

120 x 90 cm. (47 1/4 x 35 1/2 in.)

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

With The David Hendricks Gallery, Dublin



55

56^{★ AR}

Peter Kinley (British, 1926-1988)

Interior with easel

signed 'Kinley' (lower right),

oil on board

28 x 20.5cm (11 x 8 1/16in).

£2,000 - 3,000

€2,400 - 3,500



56



57

57^{AR}

Ruskin Spear R.A. (British, 1911-1990)

Girl with cat

signed 'Ruskin Spear' (lower right), oil on board
61 x 51cm (24 x 20 1/16in).

£2,500 - 3,500

€3,000 - 4,100

58^{AR}

Doris Clare Zinkeisen (British, 1898-1991)

Her Ladyship's groom

signed 'Doris Zinkeisen' (lower right), oil on
canvas

63.5 x 76.5cm (25 x 30 1/8in).

£1,200 - 1,800

€1,400 - 2,100

PROVENANCE:

With The Fine Art Society



58

59^{AR}

John Bellany CBE RA HRSA LLD(Lon)
(British, born 1942)

Geisha Girl

signed 'Bellany' (upper right), watercolour
74 x 54cm (29 1/8 x 21 1/4in).

£1,000 - 1,500

€1,200 - 1,800



59

60^{AR}

John Bratby R.A. (British, 1928-1992)

Guy the gorilla

signed 'BRATBY' (lower left), oil on canvas
76 x 51cm (29 15/16 x 20 1/16in).

£1,200 - 1,800

€1,400 - 2,100



60

LITERATURE:

Peter Davies, Bratby, Old Bakehouse
Publications, 2002, illus. page 80



61

61^{AR}

Elliot Seabrooke (British, 1886-1950)

Silver birches

titled and dated 1946 (on stretcher verso), oil on canvas

50.5 x 61.5cm (19 7/8 x 24 3/16in).

with Still Life (on canvas verso)

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Collection of Eardley Knollys

Thence by descent



62

62^{AR}

Elliot Seabrooke (British, 1886-1950)

Autumn in Hyde Park

signed and dated 'Elliott Seabrooke/1945' (on canvas verso), oil on canvas

51 x 61.5cm (20 1/16 x 24 3/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Collection of Eardley Knollys

Thence by descent



63

63^{AR}

Ronald Ossory Dunlop NEA, ARA, RBA (British, 1894-1973)

Figures by a lake

signed 'Dunlop' (lower left), oil on canvas

50.5 x 61cm (19 7/8 x 24in).

£1,000 - 1,500

€1,200 - 1,800

64^{AR}

John Minton (British, 1917-1957)

Landscape

signed 'John Minton' (upper right),

pen and ink

25 x 35cm (9 13/16 x 13 3/4in).

£1,000 - 2,000

€1,200 - 2,400

PROVENANCE:

With The Piccadilly Gallery

Private Collection

65^{AR}

Harry Kernoff R.H.A. (Irish, 1900-1974)

Views on Hampstead Heath

each signed and dated 'KERNOFF 34',

watercolour

each 24.5 x 31cm (9 3/4 x 12 1/4in) (2)

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Acquired directly from the artist by the father
of the present owner

66^{AR}

Fred Uhlman (British, 1901-1985)

Connemara

signed 'Uhlman' and titled (verso), oil on

canvas

61 x 91cm (24 x 35 13/16in).

£1,200 - 1,800

€1,400 - 2,100



64



65



66



67



69



68

67^{AR}

Simon Palmer (British, born 1956)

'The village Medium'

signed 'Simon Palmer' (lower right),
watercolour

47.5 x 31 (18 7/8 in x 12 3/16 in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Brandler Gallery

68^{AR}

Simon Palmer (British, born 1956)

'Hunting for Ceps'

signed twice 'Simon Palmer' (lower right) and
titled (lower left), watercolour

47 x 32.5cm (18 1/2 x 12 13/16 in).

£1,500 - 2,000

€1,800 - 2,400

69^{AR}

Susan Ryder (British, 1944)

Interior scene

signed 'Ryder' (lower left),

oil on canvas,

91 x 76cm (35 13/16 x 29 15/16 in).

£1,000 - 1,500

€1,200 - 1,800



70

70^{AR}

Clifford Hall (British, 1904-1973)
 Seated female nude with green shoes
 oil on board
 37.5 x 42.5cm (14 3/4 x 16 3/4in).
 £800 - 1,200
 €950 - 1,400



71

71^{AR}

Robert Buhler, R.A. (British, 1916-1989)
 Soldier reading
 signed 'Buhler' (lower right), oil on board
 40 x 50.5cm (15 3/4 x 19 7/8in).
 £1,500 - 2,000
 €1,800 - 2,400

PROVENANCE:
 With J.Leger & Son

72^{AR}

Bernard Dunstan, R.A. (British, born 1920)
 Richmond Hill
 signed with initials 'BD' (lower left),
 oil on canvas
 75 x 94cm (29 1/2 x 37in).
 Painted circa 1949
 £1,500 - 2,000
 €1,800 - 2,400



72



73



75



74

Works from a private collection

73

Louis William Wain (British, 1860-1939)

First prize for good behaviour
signed 'Louis Wain' (lower left), ink and
bodycolour

29 x 21.5cm (11 7/16 x 8 7/16in). together with
two further dog sketches by the same hand (3)

all unframed

£800 - 1,200

€950 - 1,400

74

Louis William Wain (British, 1860-1939)

Couple in the garden

signed 'Louis Wain' (lower right), watercolour
and bodycolour

37.5 x 25.5cm (14 3/4 x 10 1/16in).

unframed

£800 - 1,200

€950 - 1,400

75

Louis William Wain (British, 1860-1939)

'Misty'

signed 'Louis Wain' (lower left) and titled
(centre right), pen and ink

28.5 x 22.5cm (11 1/4 x 8 7/8in). together with
two further works by the same hand (3)

all unframed

£1,000 - 1,500

€1,200 - 1,800



76

76

Louis William Wain (British, 1860-1939)

Black cat in a garden
signed 'Louis Wain' (lower right), watercolour
and bodycolour

22.5 x 17.5cm (8 7/8 x 6 7/8in).unframed

£1,500 - 2,000

€1,800 - 2,400

77

Louis William Wain (British, 1860-1939)

A romantic gesture
signed 'Louis Wain' (lower left), watercolour
and bodycolour

17.5 x 22.5cm (6 7/8 x 8 7/8in).unframed

£1,000 - 1,500

€1,200 - 1,800



77



78



79

78

Louis William Wain (British, 1860-1939)

Mother with kitten

signed 'Louis Wain' (lower left); extensively inscribed (verso), watercolour and bodycolour
17.5 x 22.5cm (6 7/8 x 8 7/8in).

£1,500 - 2,000

€1,800 - 2,400

79

Louis William Wain (British, 1860-1939)

'Missed'

signed 'Louis Wain' (lower left and lower right); titled (verso), watercolour and bodycolour
17.5 x 23cm (6 7/8 x 9 1/16in).unframed

£1,000 - 1,500

€1,200 - 1,800



82



80

80

Louis William Wain (British, 1860-1939)
 'L'enfant terrible'
 signed 'Louis Wain' (lower right), pen and ink
 37.5 x 28cm (14 3/4 x 11in). together with
 another work by the same hand (2)
 both unframed
 £800 - 1,200
 €950 - 1,400

81

Louis William Wain (British, 1860-1939)
 Cat amongst the flowers
 signed 'Louis Wain' (lower left), watercolour
 and bodycolour
 29 x 22.5cm (11 7/16 x 8 7/8in). unframed
 £1,000 - 1,500
 €1,200 - 1,800



81

82

Louis William Wain (British, 1860-1939)
 'You go first'
 signed 'Louis Wain' (lower left) and inscribed
 with title (lower centre); inscribed 'Did
 her father settle anything on you. Yes, his
 daughter' (verso), pen and ink
 15 x 23.5cm (5 7/8 x 9 1/4in). together with
 two further works by the same hand (3)
 all unframed
 £1,000 - 1,500
 €1,200 - 1,800



83

83
Louis William Wain (British, 1860-1939)
 Family in the garden
 signed 'Louis Wain' (lower left); inscribed
 (verso), watercolour and bodycolour
 17.5 x 23cm (6 7/8 x 9 1/16in).unframed
 £1,500 - 2,000
 €1,800 - 2,400



84

84
Louis William Wain (British, 1860-1939)
 Cats tea party
 signed 'Louis Wain' (lower left), watercolour
 and bodycolour
 17.5 x 23cm (6 7/8 x 9 1/16in).unframed
 £1,500 - 2,000
 €1,800 - 2,400



85

Other properties

85^{AR}

John Bellany CBE RA HRSA LLD(Lon)
(British, born 1942)

Village Belle in harbour
signed 'Bellany' (lower left), watercolour
54 x 74cm (21 1/4 x 29 1/8in).

£1,000 - 1,500

€1,200 - 1,800

86^{AR}

Fred Yates (British, 1922-2008)

View from the clifftop
signed 'YATES' (lower right), oil on board
52.5 x 68.5cm (20 11/16 x 26 15/16in).

£1,000 - 1,500

€1,200 - 1,800



86

87^{AR}

Fred Yates (British, 1922-2008)

Sutton Park
signed 'FRED YATES' (lower right),
oil on board
32 x 38cm (12 5/8 x 14 15/16in).

£800 - 1,200

€950 - 1,400



87



88

88

William Walcot, RA (British, 1874-1943)
View of the Doge's Palace, Venice, from the Grand Canal
indistinctly signed and dated '1942' (lower right)
pencil, watercolour and gouache
60 x 87cm (23 5/8 x 34 1/4in).
£2,000 - 3,000
€2,400 - 3,500

89^{AR}

Sir Frank Brangwyn, R.A. (British, 1867-1956)

Ruins of War, Arras
signed 'Frank Brangwyn' (lower right),
watercolour and pencil
65 x 87.5cm (25 9/16 x 34 7/16in).
£2,000 - 3,000
€2,400 - 3,500

LITERATURE:

Roger Alford and Libby Horner (Eds), *Brangwyn in His Studio : The Diary of his assistant Frank Alford*, Guildford: Roger Alford, 2004



89

Although Brangwyn was not an official war artist he did produce a quantity of works during the First World War. His poster designs were used by newspapers for patriotic purposes and included recruiting posters and designs for war bond stamps sold in aid of the Red Cross.

The present lot is a watercolour version of a lithographic poster of the same title, one of a series of six lithographs showing sites where Canadian soldiers fought. Proceeds from the sale of these posters went to the Canadian War Memorial fund set up by Lord Beaverbrook.

90^{AR}

Charles Cundall R.A. (British, 1890-1971)
Sketch for the Coronation of King George VI
inscribed 'Sketch for 'Coronation of King
George VI' (on the canvas overlap)
oil on canvas
50.5 x 61 cm. (20 x 24 in.)
£4,000 - 6,000
€4,700 - 7,100

PROVENANCE:
Mr. Jepson, London
Thence by family descent

The present work is most probably a sketch made by Cundall for his larger painting *The Coronation Procession of King George VI, 12 May 1937* (The Royal Collection, no. 405966), exhibited at the Royal Academy in 1938 (no.163), where acquired by Queen Mary on behalf of the Royal Collection. As in the larger work, this example depicts a view from the top of Admiralty Arch looking down onto the Coronation Procession with the Golden State Coach at its head entering Trafalgar Square, looking towards the National Gallery and St. Martin-in-the-Fields.

A signed letter by Cundall to Mr. Jepson discussing the picture and dated 27 September 1971 accompanies the lot.



90

91^{AR}

Frank Brangwyn (British, 1867-1956)
Draughts
oil on canvas
48.9 x 69.2 cm. (19 1/4 x 27 1/4 in.)
£5,000 - 7,000
€5,900 - 8,300

PROVENANCE:
M.B. Walker
Mrs. J.H. Scott-Mason
With The Fine Art Society, London, where
purchased by the family of the present owner
in 1974

EXHIBITED:
London, The Fine Art Society, October 1952,
cat.no.26

LITERATURE:
Vincent Galloway, *The Oils and Murals of Sir
Frank Brangwyn R.A. 1867-1956*, F. Lewis,
Leigh-on-Sea, 1962, cat.no.191, p.29



91



92



94



93

92^{AR}

Ronald Ossory Dunlop NEA, ARA, RBA
(British, 1894-1973)

Interior, St Pauls
signed 'Dunlop' (lower left), oil on board
45.5 x 32.5cm (17 15/16 x 12 13/16in).

£800 - 1,200

€950 - 1,400

93^{AR}

John Miller (British, 1931-2002)

St Marks Interior
signed 'John Miller' (lower right); titled (on
canvas verso), oil on canvas
93 x 76.5cm (36 5/8 x 30 1/8in).

£800 - 1,200

€950 - 1,400

94^{AR}

Hector McDonnell (Irish, born 1947)

House in Lyndhurst Way
oil on canvas
46 x 35.3cm (18 1/8 x 13 7/8in).

Painted in 1978

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Fischer Fine Art, London, where
purchased by Sir Robert Adeane
Thence by descent



95

95^{AR}

Sir Peter Scott (British, 1909-1989)
 Pintails piling in
 signed and dated 'Peter Scott/1957' (lower
 left), oil on board
 76 x 62cm (29 15/16 x 24 7/16in.).
 £5,000 - 7,000
 €5,900 - 8,300

PROVENANCE:
 With Arthur Ackermann & Son Ltd

96^{AR}

Paul Feiler (British, born 1918)
 The Cottage, Dundry
 signed with monogram and dated '48' (lower
 right)
 oil on canvas
 44 x 59.5 cm. (17 3/8 x 23 3/8 in.)
 £4,000 - 6,000
 €4,700 - 7,100



96



97



99



98

97^{AR}

Hector McDonnell (Irish, born 1947)

Goragan Monastery, Tibet

signed with monogram and dated '09' (lower right); further

signed and titled (verso), oil on canvas laid to panel

45.5 x 30.5cm (17 15/16 x 12in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With James Wray Gallery, Belfast

98^{AR}

Hector McDonnell (Irish, born 1947)

Pilgrims at the Potala, Lhasa

signed, dated and titled 'Hector McDonnell/2007' (label on

verso), oil on board

25 x 20.5cm (9 13/16 x 8 1/16in).

£800 - 1,200

€950 - 1,400

PROVENANCE:

With James Wray Gallery, Belfast

99^{AR}

Hector McDonnell (Irish, born 1947)

Prayer Flags at a Pass, West Tibet

signed and dated 'H McDonnell 2011' (board verso), oil on panel

30 x 19.5cm (11 13/16 x 7 11/16in).

together with another work by the same hand entitled 'Monk in

Ladakh' (2)

£1,000 - 1,500

€1,200 - 1,800

100^{AR}

Hector McDonnell (Irish, born 1947)

Kailas, North Face, West Tibet

signed with monogram and dated '2011'

(lower right); further titled, signed and dated (verso), oil on canvas

91 x 61cm (35 13/16 x 24in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With James Wray Gallery, Belfast

101^{AR}

Hector McDonnell (Irish, born 1947)

Pilgrims walking up to the Dolma La Pass

signed 'McDonnell' (lower right); further

signed, titled and dated (canvas verso), oil on canvas

76 x 102cm (29 15/16 x 40 3/16in).

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

With James Wray Gallery, Belfast



100



101



102

102^{AR}

Edward Seago R.W.S. (British, 1910-1974)

Desk top still life

signed and dated 'Edward Seago 51' (lower left), oil on board

30.5 x 40.5cm (12 x 15 15/16in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE:

Thomas Gibson Fine Art

Spink



103

103^{AR}

Edward Seago R.W.S. (British, 1910-1974)

Cactus and Catalogues

signed and dated 'Edward Seago 51' (lower left), oil on board

30.5 x 40.5cm (12 x 15 15/16in).

£6,000 - 8,000

€7,100 - 9,500

PROVENANCE:

Thomas Gibson Fine Art

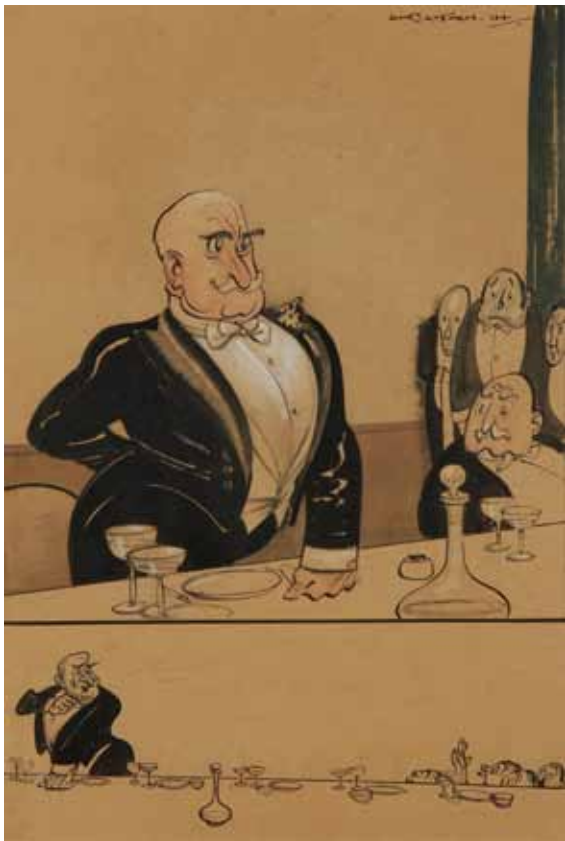
Spink



104



106



105

104^{AR}

Henry Mayo Bateman (British, 1887-1970)
Inoculating a Pessimist with a Merry Christmas Vaccine

signed and dated 'H.M. BATEMAN/1915' (lower left), ink and watercolour

29.5 x 22cm (11 5/8 x 8 11/16in).

£1,000 - 1,500

€1,200 - 1,800

105^{AR}

Henry Mayo Bateman (British, 1887-1970)
The After Dinner Speaker

signed and dated 'H.M. BATEMAN 14' (upper right), watercolour, ink and chalk

34 x 23cm (13 3/8 x 9 1/16in).

£1,000 - 1,500

€1,200 - 1,800

106^{AR}

Henry Mayo Bateman (British, 1887-1970)

The Kaiser meets Thomas Atkins

signed and dated 'H.M. BATEMAN/16' (lower right), ink and watercolour

35.5 x 24.5cm (14 x 9 5/8in).

£1,000 - 1,500

€1,200 - 1,800

EXHIBITED:

London, Leicester Galleries, Caricatures of H.M. Bateman, 28 February - 10 April 1974



109

107^{AR}

Henry Mayo Bateman (British, 1887-1970)

Caricature of Mr Derwent Wood
inscribed 'To Derwent Wood' and signed and dated 'H.M. BATEMAN/1918'
(lower right), pencil, ink and watercolour
34.5 x 30.5cm (13 9/16 x 12in).

£600 - 800

€710 - 950

Henry Mayo Bateman and Derwent Wood were both members of the Chelsea Arts Club. Famed for his caricatures, Bateman loved sketching his fellow artists and many of the Arts Clubs members and theatrical personalities of the day featured in his first exhibition at the Brook Street Gallery.

108^{AR}

Sir Max Beerbohm (British, 1872-1956)

Everyman
signed and dated 'Max/09' and inscribed 'Everyman' (centre right), pen and ink

31.5 x 19.5cm (12 3/8 x 7 11/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Spink

Sir Geoffrey Keynes

109^{AR}

Sir Alfred James Munnings P.R.A., R.W.S. (British, 1878-1959)

Sketch portrait of Rowland Berkeley seated at a table at the Garrick Club
signed and dated 'A.J. Munnings/1925' (lower right), charcoal

32.5 x 20cm (12 13/16 x 7 7/8in).

£2,000 - 4,000

€2,400 - 4,700



107



108



110

110^{AR}

Graham Sutherland O.M. (British, 1903-1980)

Portrait study of Sir Winston Churchill signed with initials 'G.S.' (lower right), charcoal and watercolour on brown paper (squared for transfer),

23.5 x 19cm (9 1/4 x 7 1/2in). (irregular)

£3,000 - 5,000

€3,500 - 5,900

This is a study for the oil portrait of Churchill, subsequently destroyed, that Sutherland executed in 1954. According to Roger Berthoud 'Graham made about twelve pencil or charcoal studies, six oil sketches and numerous drawings of details of the hands, eyes, nose, mouth, shoes and so on'.



111

111^{AR}

John Spencer Churchill (British, 1909-1992)
Study of Winston Churchill painting in his study at Chartwell

signed 'John S Churchill' (upper left); inscribed with title and signed (on handwritten label verso), oil on canvas laid to board

37.5 x 52.5cm (14 3/4 x 20 11/16in).

£2,000 - 3,000

€2,400 - 3,500



112

112^{AR}

Sir Herbert James Gunn RA PRP RSW
(British, 1893-1964)

Portrait of a lady
signed and dated 'James Gunn 47' (lower left)

oil on canvas
91.4 x 71.2 cm.(36 x 28 in.)

£6,000 - 8,000

€7,100 - 9,500



113

113^{AR}

Sir William Russell Flint R.A., P.R.W.S.
(British, 1880-1969)

Models resting
signed 'W.RUSSELL FLINT' (lower right),
watercolour

66 x 50cm (26 x 19 11/16in).

£6,000 - 8,000

€7,100 - 9,500

PROVENANCE:
With Ian MacNicol, Glasgow.

Acquired by the present owners family in 1968.

114* AR

Sir William Russell Flint R.A., P.R.W.S.
(British, 1880-1969)

A Quiet Beach at Reiff, Ross-Shire
signed 'W. RUSSELL FLINT' (lower right); further
signed, inscribed and dated 'To my dear friend
Henry Philip/with affectionate good wishes/W
Russell Flint Nov.1947/'A Quiet Beach at Reiff,
Ross-shire'/W Russell Flint' (verso)

watercolour

24 x 33 cm. (9 1/2 x 13 in.)

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

Private Collection, South Africa

115* AR

Sir William Russell Flint R.A., P.R.W.S.
(British, 1880-1969)

Tale Bearers

signed 'W. RUSSELL FLINT' (lower right)

watercolour

48.3 x 67 cm. (19 x 26 1/3 in.)

£7,000 - 10,000

€8,300 - 12,000

PROVENANCE:

With Pieter Wenning Gallery, Johannesburg,
South Africa, where acquired by the family of
the present owner



114



115



116

116^{AR}

William Russell Flint (Scottish, 1880-1969)

Cornelia

signed 'W Russell Flint' (lower right), crayon and chalk

51 x 37cm (20 1/16 x 14 9/16in).

£2,000 - 3,000

€2,400 - 3,500

117^{★ AR}

William Russell Flint (Scottish, 1880-1969)

Reclining female nude

signed 'W Russell Flint' (lower right); together with a signed note from the artist dated May 11.1951 (verso), coloured chalks

19 x 29cm (7 1/2 x 11 7/16in).

£3,000 - 5,000

€3,500 - 5,900



117

118^{AR}

Dame Laura Knight R.A., R.W.S. (British, 1877-1970)

Behind the scenes, the ballet
signed and dated 'Laura Knight/1922' (lower
right), ink and watercolour
32 x 24cm (12 5/8 x 9 7/16in).

£3,000 - 5,000

€3,500 - 5,900

119^{AR}

Edmund Blampied (British, 1886-1966)

Jersey Milkmaid
signed 'Blampied' (lower right),
oil on board
47 x 44cm (18 1/2 x 17 5/16in).

£2,000 - 3,000

€2,400 - 3,500



118



119



120

120^{AR}

Gerald A. Cooper (British, 1899-1975)

Still life of hollyhocks, irises, petunias and lilies
signed 'Gerald Cooper' (lower right), oil on
board

50.5 x 40.5cm (19 7/8 x 15 15/16in).

£1,000 - 1,500

€1,200 - 1,800



121

121^{AR}

Gerald A. Cooper (British, 1899-1975)

Still life with fuschias and geraniums
signed 'Gerald Cooper' (lower right), oil on
board

51 x 40.5cm (20 1/16 x 15 15/16in).

£1,000 - 1,500

€1,200 - 1,800

122^{AR}

Cecil Kennedy (British, 1905-1997)

Pink roses

signed 'Cecil Kennedy' (lower right), oil on canvas

35.5 x 25.5cm (14 x 10 1/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

With The Fine Art Society



122

123^{AR}

Cecil Kennedy (British, 1905-1997)

Summer

signed 'Cecil Kennedy' (lower right)

oil on canvas

25.5 x 20.5cm (10 1/16 x 8 1/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

With The Fine Art Society, London, December 1967, where purchased by the present owner



123



124



125



126

124^{AR}

George Campbell R.H.A. (Irish, 1917-1979)
 Farms, Red Evening
 signed 'Campbell' (lower left); further signed,
 titled and dated (verso), oil on board
 29 x 79cm (11 7/16 x 31 1/8in).
 £3,000 - 5,000
 €3,500 - 5,900

PROVENANCE:
 With James Wray Gallery, Belfast

125^{AR}

George Campbell R.H.A. (Irish, 1917-1979)
 'Flowers by the Studio Window'
 mixed media
 48 x 23.5cm (18 7/8 x 9 1/4in).
 £800 - 1,200
 €950 - 1,400

PROVENANCE:
 With The Bell Gallery, Belfast

126^{AR}

Cecil Maguire (Irish, born 1930)
 'Winter, Salt Lake, Clifden'
 signed and dated 'MAGUIRE 81' (lower right);
 signed and titled (on board verso), oil on board
 61 x 91.5cm (24 x 36in).
 £3,000 - 5,000
 €3,500 - 5,900

PROVENANCE:
 With The Bell Gallery, Belfast



127

127^{AR}

Kenneth Webb (Irish, born 1927)

The city of Cork

signed 'Kenneth Webb' (lower right), oil on canvas

40.5 x 101cm (15 15/16 x 39 3/4in).

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

With The Bell Gallery, Belfast



128

128^{AR}

Charles Vincent Lamb R.H.A., R.U.A. (Irish, 1893-1964)

Cottages at Carra Roe

signed 'LAMB' (lower left), oil on board

25.5 x 34cm (10 1/16 x 13 3/8in).

£3,000 - 4,000

€3,500 - 4,700

PROVENANCE:

With The Bell Gallery, Belfast

128A

William Crozier H.R.H.A. (Irish, born 1930)

Island Field

signed 'Crozier' (lower right); further signed and titled (verso),

oil on canvas

55 x 66cm (21 5/8 x 26in).

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

Purchased by the current owner at Eigse, Carlow



128A



129

129^{AR}

James Humbert Craig (Irish, 1877-1944)

Atlantic from The Bloody Foreland
signed 'J H CRAIG' (lower left), further signed
and titled 'ATLANTIC FROM THE BLOODY
FORELAND/J HUMBERT CRAIG' (verso)

oil on canvas

50.8 x 61 cm. (20 x 24 in.)

£6,000 - 8,000

€7,100 - 9,500



130

130^{AR}

James Humbert Craig (Irish, 1877-1944)

The Twelve Pins, Connemara
signed 'J.H.CRAIG' (lower left)
oil on panel

38.1 x 50.8 cm. (15 x 20 in.)

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With John Magee, Belfast

131^{AR}

Donald Teskey (Irish, born 1956)

'Ballycastle Co. Mayo'

signed and dated 'Teskey 96' (lower right); further signed, titled and dated (on handwritten label verso), oil on paper
50 x 40.5cm (19 11/16 x 15 15/16in).

£5,000 - 7,000

€5,900 - 8,300

132^{AR}

Gerard Dillon (Irish, 1916-1971)

Three Faces, June 1952

signed 'Gerard Dillon' (lower left) and dated
'JUNE 1952' (verso)

oil on canvas laid on board

46 x 61.6 cm. (18 x 24 1/4 in.)

£8,000 - 12,000

€9,500 - 14,000

PROVENANCE:

With The McClelland Gallery
Sale; The McClelland Collection; James Adam's
in association with Bonhams, Dublin, 7
December 2005, lot 122, where purchased by
the present owner

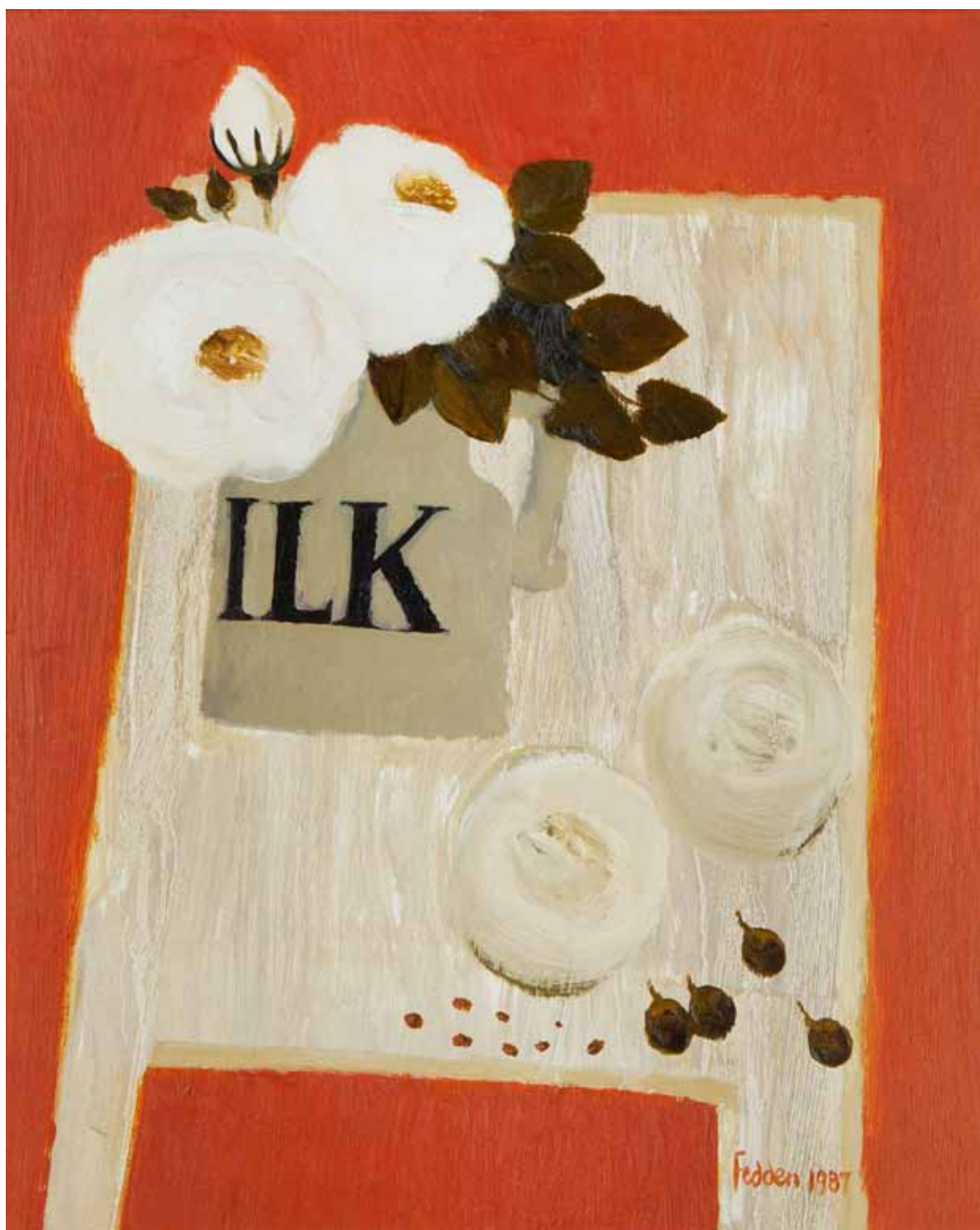
It is thought that the figure wearing a mask on
the right is a self-portrait.



131



132



133

133^{AR}

Mary Fedden R.A. (British, 1915-2012)

Still life

signed and dated 'Mary Fedden 1987' (lower right),

oil on board

55 x 44.5cm (21 5/8 x 17 1/2in).

£10,000 - 15,000

€12,000 - 18,000

134^{AR}

Mary Fedden R.A. (British, 1915-2012)

'The Fruit Bowl'

signed and dated 'Fedden '09' (lower left);
signed and titled (on handwritten label verso),
oil on canvas

46 x 36cm (18 1/8 x 14 3/16in).

£4,000 - 6,000

€4,700 - 7,100



134

135^{AR}

Mary Fedden R.A. (British, 1915-2012)

Pink Lily

signed and dated 'Fedden 1991' (lower left),
oil on board

41.5 x 32cm (16 5/16 x 12 5/8in).

£4,000 - 6,000

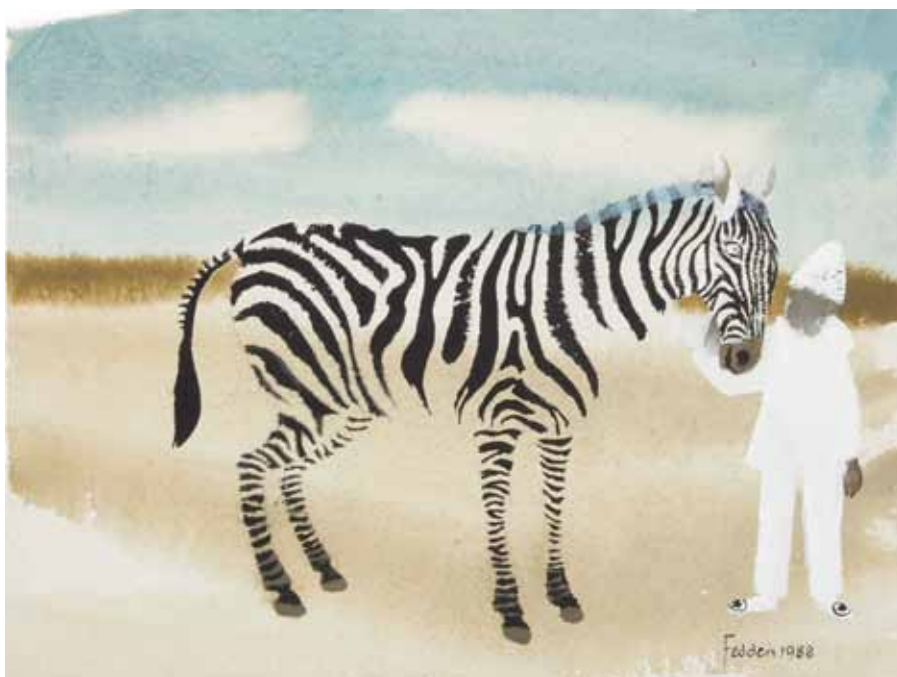
€4,700 - 7,100

PROVENANCE:

The present lot was donated by the artist to
Glyndebourne in 1992 to help raise money
for improvements - the current vendor
subsequently purchased it from there.



135



136

136^{AR}

Mary Fedden R.A. (British, 1915-2012)

Man with zebra
signed and dated 'Fedden 1988' (lower right),
watercolour

17.5 x 22.5cm (6 7/8 x 8 7/8in).

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

Acquired directly from the artist by the present owner



137

137

Winifred Nicholson (British, 1893-1981)

Melon Flower
signed and inscribed 'Melon Flower by Winifred
Nicholson' (on the backboard)
oil on canvas

40.5 x 51 cm. (16 x 20 in.)

£5,000 - 7,000

€5,900 - 8,300

Please note that this work was exhibited at
Carlisle, Carlisle and Border Art Society Spring
Exhibition, 1979, no.70

We are grateful to Jovan Nicholson for this
additional information.

PROVENANCE:

Private Collection, Rome

138^{AR}

Simeon Stafford (British, born 1956)

St Ives

signed 'Simeon' (lower left), oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).

£1,500 - 2,000

€1,800 - 2,400



138

139^{AR}

Simeon Stafford (British, born 1956)

Bank Holiday

signed and dated 'Simeon 08.5.7' (lower left),
oil on canvas

76 x 101.5cm (29 15/16 x 39 15/16in).

£2,000 - 3,000

€2,400 - 3,500



139



140

140^{AR}

John Armstrong (British, 1893-1973)

Dandelion

signed and dated 'John Armstrong 58' (lower right), oil on canvas

91 x 61cm (35 13/16 x 24in).

£2,500 - 3,500

€3,000 - 4,100

EXHIBITED:

London, Royal Academy Summer Exhibition, 1958, no.101

LITERATURE:

Andrew Lambirth, *John Armstrong, The Paintings*, Philip Wilson Publishers Ltd., London, 2009, p.216, cat.no.621

141^{AR}

John Armstrong (British, 1893-1973)

Still life with jug and mushrooms

signed and dated 'John Armstrong/60' (lower right), oil on canvas

30.5 x 46cm (12 x 18 1/8in).

£1,500 - 2,000

€1,800 - 2,400



141



142

142^{AR}

Gilbert Spencer R.A. (British, 1892-1979)

Start of a Hound Trail, Grasmere Sports

oil on canvas

45.7 x 55.8 cm. (18 x 22 in.)

£6,000 - 9,000

€7,100 - 11,000

EXHIBITED:

London, Royal Academy of Arts, *The One Hundred and Ninety-Third Royal Academy of Arts Summer Exhibition*, 1961, cat.no.54

PROVENANCE:

Private Collection



143



145



144

143

Christopher Wood (British, 1901-1930)

French Sailor

pencil

31 x 23.5cm (12 3/16 x 9 1/4in).

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

With Redfern Gallery, London, where
purchased by Edward Sackville-West (5th Lord
Sackville), April 1956

Collection of Eardley Knollys

Thence by descent

144

Christopher Wood (British, 1901-1930)

Standing female nude

charcoal and chalk

60 x 40cm (23 5/8 x 15 3/4in).

£2,000 - 3,000

€2,400 - 3,500

145

Christopher Wood (British, 1901-1930)

Female nude study

pen and ink

37 x 27cm (14 9/16 x 10 5/8in).

£1,000 - 1,500

€1,200 - 1,800



148

146

Gwen John (British, 1876-1939)

Portrait of Arthur Symons

signed 'Gwen John' (lower right),

chalk and watercolour

24.7 x 25.6 cm. (9 3/4 x 10 1/4 in.)

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

With Matthiesen Ltd., London

EXHIBITED:

London, Matthiesen Ltd., *Gwen John Memorial*

Exhibition, 19 September-12 October 1946

London, Matthiesen Ltd., *Gwen John, 1876-*

1939, 14 February-8 March 1958, cat.no.3

147

Gwen John (British, 1876-1939)

Bust portrait of a woman

signed 'Gwen John' (lower right)

charcoal

15.9 x 15.9 cm. (6 1/2 x 6 1/2 in.)

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

With Matthiesen Ltd., London

148

Gwen John (British, 1876-1939)

Leopard resting

pencil

11 x 22.5 cm (4 5/16 x 8 7/8 in.).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With John Manning

Collection of Eardley Knollys

Thence by descent



146



147



149



151



150

149

Ambrose McEvoy (British, 1878-1927)

Portrait of a Lady, thought to be Dame Gladys Cooper

watercolour, pencil, pen & ink
48.5 x 30cm (19 1/8 x 11 13/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Leicester Galleries, London where purchased by I.R.D. Byfield, and thence by descent

150

Ambrose McEvoy (British, 1878-1927)

Zita

executed in 1923

Zita James, was the elder of the two Jungman sisters, famous in society as "Bright Young People" in the 1920s.
signed watercolour, pencil, pen & ink
51 x 34.5cm (20 1/16 x 13 9/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Leicester Galleries, London, 1923, where purchased by E.A.Poulter Esq;
Paul Oppenheimer Esq;
Mrs. Arthur James;
I.R.D. Byfield Esq, and thence by descent

EXHIBITED:

London, Leicester Galleries, The Work of Ambrose McEvoy, April 1923, no.59

LITERATURE:

"Wigs", *The Work of Ambrose McEvoy*, Morland Press Ltd, London, 1923, no.12, p.57, illustrated (to be sold together with this lot)

151

Walter Richard Sickert ARA (British, 1860-1942)

Foxgloves in a vase

signed 'Sickert' and inscribed 'Chagford' (lower right), pencil, ink and watercolour
26.5 x 20.5cm (10 7/16 x 8 1/16in).

£1,000 - 1,500

€1,200 - 1,800

152^{AR}

Jack Butler Yeats (Irish, 1871-1957)

'My grandfather'

titled (lower centre), inscribed 'from memory'
signed with initials and dated 'JB/1911' (lower
right).

pencil

15 x 10.5cm (5 7/8 x 4 1/8in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With The Waddington Galleries



152

153^{AR}

Sir Alfred James Munnings P.R.A., R.W.S.
(British, 1878-1959)

A Soldier and his Girl

signed and dated 'A.J.MUNNINGS/01' (lower
left), ink and watercolour

26 x 23.5cm (10 1/4 x 9 1/4in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With Spink

EXHIBITED:

Norwich Castle Museum, Munnings Exhibition,
1928 No. 253



153



154

154* AR

Gerald Leslie Brockhurst (British, 1891-1978)

Portrait of a woman with landscape beyond
signed 'G.L. BROCKHURST' (lower right),
oil on panel

61.5 x 47cm (24 3/16 x 18 1/2in).

£2,000 - 4,000

€2,400 - 4,700



155

155^{AR}

Sir Gerald Festus Kelly (British, 1879-1972)

Portrait of Edward Knoblock

oil on canvas

93.2 x 74.5 cm. (36 3/4 x 29 1/4 in.)

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

With Leigh Underhill Gallery, London, where
purchased by the present owners on 23 April
1983

156^{AR}

Frank McKelvey R.H.A., R.U.A. (Irish, 1895-1974)

The Mournes from Portaferry
signed 'Frank McKelvey.' (lower right)

oil on canvasboard

30.4 x 43.2 cm. (12 x 17 in.)

£3,000 - 5,000

€3,500 - 5,900

157^{AR}

James Humbert Craig (Irish, 1878-1944)

Farmer driving sheep on an open road before
a landscape

signed 'J H CRAIG' (lower left), oil on canvas
51 x 61cm (20 1/16 x 24in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE:

With John Magee, Belfast



156



157



158

158^{AR}

Peter Lanyon (British, 1918-1964)

Pink Farm

bears signature and date '1937' (on canvas overlap), oil on canvas

63.5 x 52cm (25 x 20 1/2in).

£3,000 - 5,000

€3,500 - 5,900

159^{★ AR}

Ronald Ossory Dunlop NEA, ARA, RBA (British, 1894-1973)

Near Kingston upon Thames

signed 'Dunlop' (lower right), oil on canvas

63.5 x 76.5cm (25 x 30 1/8in).

£2,000 - 3,000

€2,400 - 3,500



159

160^{AR}

Rodrigo Moynihan (British, 1910-1991)

'Head'

signed 'Moynihan' (lower right), watercolour and gouache

51 x 69cm (20 1/16 x 27 3/16in).

£800 - 1,200

€950 - 1,400

PROVENANCE:

With The Redfern Gallery, purchased by Charles Rosner, January 13th 1960, thence by family descent.

161^{AR}

John Banting (British, 1902-1972)

'Dead Gossip'

'J BANTING/1931' (lower right); further signed and titled on handwritten label (verso), gouache

46 x 62cm (18 1/8 x 24 7/16in).

£1,200 - 1,800

€1,400 - 2,100

PROVENANCE:

Collection of Eardley Knollys
Thence by descent

EXHIBITED:

London, Arts Council of Great Britain, Thirties,
no: 6.46

162^{AR}

Michael Leonard (British, born 1933)

Girl in the Hall

signed and dated 'LEONARD 77' (lower right), oil on canvas

77 x 83.5cm (30 5/16 x 32 7/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Fischer Fine Art.



160



161



162



163

163^{AR}

Sophie Ryder (British, born 1963)

Minotaur sniffing a daisy, 1989

signed 'SOPHIE RYDER' (on base), edition of 12,

bronze with green patina

61cm (24in)(height)

£6,000 - 8,000

€7,100 - 9,500

164^{AR}

Michael Ayrton (British, 1921-1975)

Summer Demeter

bronze with a brown patina on a wooden base

39 cm. (15 1/2 in.) long (including the base)

Conceived in 1967 in an edition of 9, of which the present cast is number 6

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With The Christopher Hull Gallery, London



164

165★ AR

Michael Ayrton (British, 1921-1975)

Cumaeen Sybil

signed and dated 'Michael Ayrton/23.7.64' (upper right); and further inscribed '20.9.63' (lower right),

watercolour and ink

38 x 48cm (14 15/16 x 18 7/8in.)

£2,500 - 3,500

€3,000 - 4,100



165

166^{AR}

Michael Ayrton (British, 1921-1975)

Labrys

signed and dated 'Michael Ayrton. 62' (lower left); titled and dated again 'LABRYS/Dec 1962' (verso)

oil, collage and sand on board

63.8 x 76.2 cm. (25 1/8 x 30 in.)

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With The Grosvenor Gallery, London, where acquired by the family of the present owner, 12th November 1964

EXHIBITED:

London, The Grosvenor Gallery, *Michael Ayrton, Bronzes, Paintings, Collages and Drawings 1962-1964*, April-May 1964, cat. no.32

Labrys refers to a double headed axe with Cretan origins which appears throughout Greek mythology.



166



167

167^{AR}

John Bratby R.A. (British, 1928-1992)

Sunflowers in the artist's garden

signed 'BRATBY' (lower centre),

oil on canvas

122 x 92cm (48 1/16 x 36 1/4in).

£5,000 - 7,000

€5,900 - 8,300



168

168

Sir Stanley Spencer R.A. (British, 1891-1959)

Study for Joachim among the Shepherds

watercolour, gouache and pencil

21.2 x 14.3cm (8 3/8 x 5 5/8in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With Agnews Gallery

With Anthony Hepworth



169



171



170

169^{AR}

Guy Taplin (British, born 1939)

Resting Swan

painted wood

35cm (13 3/4 in)(height)

£1,200 - 1,800

€1,400 - 2,100

170^{AR}

Guy Taplin (British, born 1939)

Swan

painted wood

71cm (27 15/16 in)(height)

£2,000 - 3,000

€2,400 - 3,500

171^{AR}

Guy Taplin (British, born 1939)

Shore Bird

driftwood and steel

33cm (13in) (height, including base)

£1,000 - 1,500

€1,200 - 1,800



172

172^{AR}

Breon O'Casey (British, 1928-2011)

'Russian Folksong'

signed and dated 'Breon O'Casey 1985'

(canvas verso), oil on canvas

61 x 86.5cm (24 x 34 1/16in).

with a further oil work on the canvas verso

£2,000 - 3,000

€2,400 - 3,500

173^{AR W}

Derrick Greaves (British, born 1927)

Goldfish

signed, titled and dated 'Derrick Greaves/

Goldfish 1979' (verso), acrylic on canvas

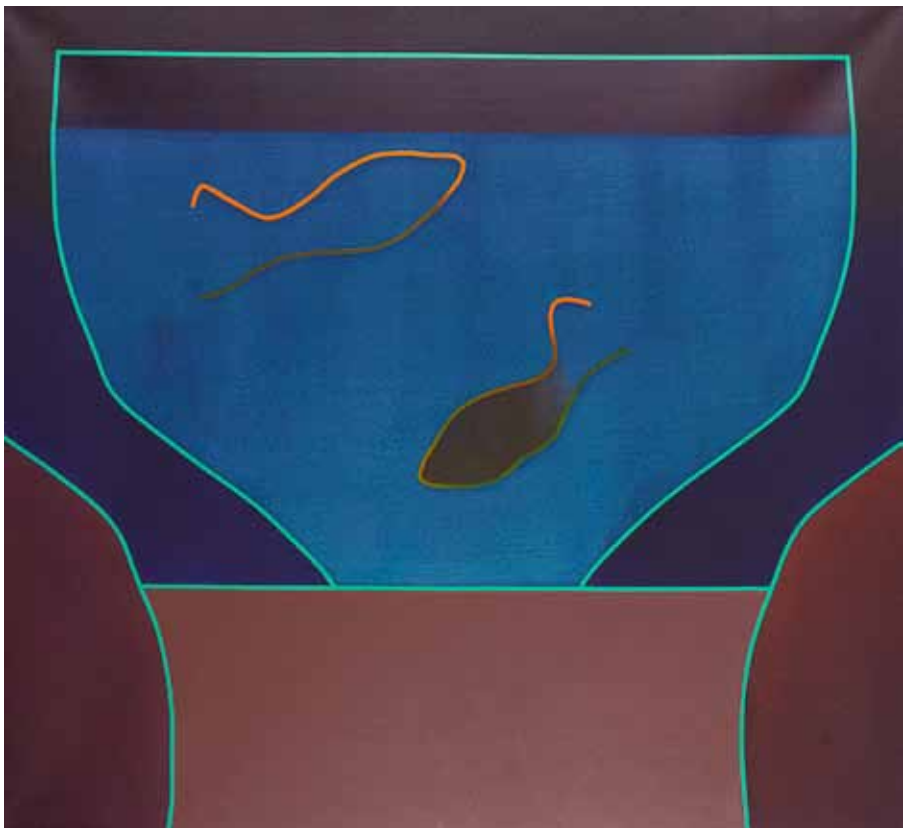
116 x 127cm (45 11/16 x 50in).

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

With James Hyman Fine Art.



173



174



176



175

174^{AR}

David Bomberg (British, 1890-1957)

Figure Study (Interior), 1918

charcoal

42 x 33.5cm (16 9/16 x 13 3/16in).

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

Gifted to David Sylvester by Lilian Bomberg
Sale, Sotheby's, London, 26th February 2002,
David Sylvester: The Private Collection, lot 16
where purchased by the present owner

175^{AR}

Sandra Blow R.A. (British, 1925-2006)

Untitled, 1976

signed and dated twice 'Blow 76' (on canvas
overlap), collage and mixed media on canvas
76 x 61cm (29 15/16 x 24in).unframed

£2,000 - 3,000

€2,400 - 3,500

EXHIBITED:

Ellingham Mill Art Society, Suffolk, Autumn
Exhibition, October 1976

176^{AR}

Peter Lanyon (British, 1918-1964)

Untitled nude

signature stamp (verso), pencil and felt tip pen
35 x 24.5cm (13 3/4 x 9 5/8in).

£800 - 1,200

€950 - 1,400

177^{AR W}

John Walker (British, born 1939)

NYC No. II

signed and titled 'John G Walker/NY.C NO II'
(verso)

mixed media with collage on canvas

228.8 x 179.5 cm. (90 x 69 1/4 in.)

Painted 1975-76

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With Gallerie Roger d'Amecourt, Paris



177

178^{AR W}

John Shinnors (Irish, 1950)

St. John's Night Carraroe, Inishmor

signed 'SHINNORS' (lower right); further signed
and titled 'JOHN SHINNORS/ST. JOHN'S NIGHT,
CARRAROE-INISHMOR' (on the backboard)

oil on canvas laid on panel

108 x 143 cm. (42 1/2 x 56 1/4 in.)

£8,000 - 12,000

€9,500 - 14,000



178



179

179^{AR}

Sir Terry Frost R.A. (British, 1915-2003)

Sun up series

signed, dated 'Terry Frost/March 78' and titled (verso), watercolour, gouache and collage

28 x 20cm (11 x 7 7/8in).

£800 - 1,200

€950 - 1,400

180^{AR}

Sir Terry Frost R.A. (British, 1915-2003)

Untitled

signed and dated 'Terry Frost 95/9' (lower right),

mixed media

24.5 x 24.5cm (9 5/8 x 9 5/8in).

£3,000 - 5,000

€3,500 - 5,900



180

181

No lot



182

182^{AR}

Sir Eduardo Paolozzi (British, 1924-2005)

Maquette for Great Ormond Street

bronze with a brown patina

22cm. (8 11/16 in.) (height)

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

Private Collection, U.K.



183

183^{AR}

Albert Irvin RA (British, born 1922)

'Da Capo'

signed and titled (on canvas overlap), oil on canvas

121.5 x 106cm (47 13/16 x 41 3/4 in.) unframed

£5,000 - 7,000

€5,900 - 8,300

184^{AR}

Victor Pasmore RA (British, 1908-1998)

The Cave of Calypso

oil on board relief

39.3 x 40 cm. (15 1/2 x 15 3/4 in.)

Painted in 1977, according to a label on the backboard

£6,000 - 8,000

€7,100 - 9,500



184



185

185^{AR}

William Gear (British, 1915-1997)

'Black form on red no.1'

signed and dated ' Gear 57' (lower right);

signed, titled and dated Jan '57' (on canvas
verso), oil on canvas

61 x 92cm (24 x 36 1/4in).

£5,000 - 7,000

€5,900 - 8,300



186

186^{AR}

Ruskin Spear R.A. (British, 1911-1990)

Bank Holiday

titled and signed (on frame verso),

oil on canvas laid to board

58.5 x 58.5cm (23 1/16 x 23 1/16in).

£5,000 - 7,000

€5,900 - 8,300



189



187

187^{AR}

Dora Holzhandler (British, born 1928)

Woman by a river

signed and dated 'DORA HOLZHANDLER 75'

(lower right), oil on canvas

61 x 50cm (24 x 19 11/16in).

£700 - 900

€830 - 1,100

188^{AR}

Dora Holzhandler (British, born 1928)

The couple

signed and dated 'DORA HOLZHANDLER 74'

(lower centre), oil on canvas

64 x 59cm (25 3/16 x 23 1/4in).

£1,000 - 1,500

€1,200 - 1,800

189[★] AR

Josef Herman R.A. (British, 1911-2000)

Seated female nude

signed 'Josef Herman' (verso),

pen and ink

22.5 x 17cm (8 7/8 x 6 11/16in).

together with four further works by the same hand; all unframed (5)

£2,000 - 3,000

€2,400 - 3,500



188



190

190^{AR}

Sir Augustus Edwin John (British, 1878-1961)

Study of a young girl
signed 'John' (lower right),
pencil

37.5 x 21cm (14 3/4 x 8 1/4in).

£2,500 - 3,000

€3,000 - 3,500

PROVENANCE:

With Mercury Gallery



191

191^{AR}

John Craxton R.A. (British, 1922-2009)

Portrait of David 'Tivvy' Simpson
signed 'Craxton' (lower right) and inscribed 'for
Tivvy.love.Xania.Sept 82' (lower left)
charcoal and chalk

35.5 x 26cm (14 x 10 1/4in).

£4,000 - 6,000

€4,700 - 7,100

192^{AR}

Sir Augustus Edwin John (British, 1878-1961)

Still life with roses and blue drapery
signed 'John' (upper right)
oil on canvas

81.7 x 63.5 cm. (32 1/4 x 25 in.)

£7,000 - 10,000

€8,300 - 12,000

PROVENANCE:

Sale; Sotheby's, London, 8 March 1995, lot 15
With Manya Igel Fine Arts, London



192

193^{AR}

Harold Clayton (British, 1896-1979)

Still life of mixed flowers on a stone ledge
signed 'Harold Clayton' (lower left), oil on
canvas

66.5 x 56cm (26 3/16 x 22 1/16 in.).

£5,000 - 7,000

€5,900 - 8,300



193



194

194^{AR}

Terence Cuneo (British, 1907-1996)

The Last of the Giants 1985

signed 'CUNEO' (lower left),
oil on canvas

76.5 x 102cm (30 1/8 x 40 3/16in).

£20,000 - 30,000

€24,000 - 35,000

PROVENANCE:

Acquired direct from the artist by the present owner.

EXHIBITED:

London, The Mall Galleries, Terence Cuneo
80th Birthday Exhibition, 1987.

The Princess Alice Hospice exhibition of
paintings

As with his painting 'Sole Survivor' of 1975,
this painting was squeezed in whilst carrying
out a commission for the Royal Artillery.

With this depiction of the 2 - 10 - 0 steam
locomotive

Terence Cuneo has captured the very essence
of long - freight trains trundling across Europe.

Here speed has been arrested and the leisurely
portrayal of the exhaust and the way in which
the steam from the draincocks and cylinders
swirls gently out, reinforces the feeling that
this giant, at least, is in no hurry to depart the
scene (Narisa Chakra, *Terence Cuneo: Railway
Painter of the Century*)

We are grateful to Carole Cuneo for her
assistance in cataloguing this lot



195

195^{AR}

Terence Cuneo (British, 1907-1996)

'Storm over Southall Shed' 1978

signed 'CUNEO' (lower left); titled and signed (on canvas verso),

oil on canvas

46 x 66.5cm (18 1/8 x 26 3/16in).

£18,000 - 25,000

€21,000 - 30,000

PROVENANCE:

Acquired direct from the artist by the present owner.

EXHIBITED:

London, The Mall Galleries, Terence Cuneo

80th Birthday Exhibition, 1987

The Princess Alice Hospice exhibition of paintings

Although small, this painting is full of force as the two locomotives stand ready for departure, a Prairie tank in the foreground, a Mogul behind.

Many of Cuneo's most powerful paintings depict storm or night scenes and the vertical elements

Of water pipes and lamp posts frame the engines tightly as if confining them momentarily before they leap into action (Narisa Chakra, *Terence Cuneo: Railway Painter of the Century*)

We are grateful to Carole Cueno for her assistance in cataloguing this lot

The next sale of Modern British and Irish Art is on 17th September, closing for entries 19th July

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Modern British & Irish Art

Wednesday 20 November 2013
New Bond Street, London
Entries now invited



Closing date for entries
Friday 11 October 2013

+44 20 7468 8366
penny.day@bonhams.com

Brian Wall (born 1931)
Grey Sculpture
58 cm. (22 3/4 in.) high
Unique
Conceived in 1963
Estimate: £8,000 - 12,000
(To be sold 29 May, New Bond Street)



Prints

Wednesday 5 June, 2013
Knightsbridge

+44 (0) 20 7393 3941
michael.jette@bonhams.com

John Piper CH (British, 1903-1992)

Nursery Frieze II

Autolithograph in colours, 1936,
on machine-made lithographic cartridge paper,
460 x 1215mm (18 1/8 x 47 7/8in)(l)

£3,000 - 5,000

The background of the entire page is a painting. It depicts a bustling market scene in front of a large, old stone church with a prominent bell tower. A large tree with vibrant orange and red autumn foliage stands on the left. In the foreground, several people are gathered around a stall or a pile of goods, possibly fruit or vegetables. The style is impressionistic, with visible brushstrokes and a warm, sunlit atmosphere. The sky is blue with soft white clouds.

Travel & Exploration

Wednesday 4 December 2013
Knightsbridge, London
Entries now invited

Bonhams' Travel and Exploration sale has become a well established feature of the auction calendar. The focus of the sale has now been expanded to include books, maps, manuscripts and early photographs as well as pictures and prints.

Closing date for entries
Friday 4 October 2013

Enquiries
rhyanon.demery@bonhams.com

Fernando Cueto Amorsolo
(Filipino, 1892-1972)
Market place before a church
Sold for £36,000

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 *Buyers* 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 *Buyer* 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 qualified 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 *Lots* 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, jewellery *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 (only available on lots with a low estimate greater than £400)

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 *Lot* will be entered into between the *Seller* and the *Buyer* 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*:

25% up to £25,000 of the *Hammer Price*
20% from £25,001 of the *Hammer Price*
12% from £500,001 of the *Hammer Price*

On certain *Lots*, which will be marked “AR” in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 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*).

<i>Hammer Price</i>	Percentage amount
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.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

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: 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;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using 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;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are 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.

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/export-controls/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 11 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 " 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 regard 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 otherwise.

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 Δ 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.
- 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.

•, †, *, 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*, its 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*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 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.

5 RISK, PROPERTY AND TITLE

- 5.1 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*.

6 PAYMENT

- 6.1 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*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable 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.

7 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	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> 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.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> 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 <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> 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.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> 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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , 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 <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> 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.	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.
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;	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 <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> 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.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			11	GOVERNING LAW
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> 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 <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> 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 <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> 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 <i>Seller</i> becomes liable to pay the same until payment by you.				
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				
		10	MISCELLANEOUS		
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> 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 <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

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 *Seller*.

2 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*.

3 PAYMENT

- 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 [AR], 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.
- 4.2 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*.
- 4.3 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	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> 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 <i>Seller</i>):	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 <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> 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
7.1.1	to terminate this agreement immediately for your breach of contract;			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> 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:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> 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 <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) 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 <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
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 <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , 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	10.2	Our duty to you while the <i>Lot</i> 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 <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , 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 <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	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.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (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.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> 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.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> 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 <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) 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 non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* 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; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, 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 and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 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.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 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.

12.12 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.

13 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 "your".

"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 *Lot*.

"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*.

"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 accordingly.

"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.
- (2) 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."

Bonhams Specialist Departments

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A.
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Greer Adams
+61 2 8412 2222

African and Oceanic Art

UK
Philip Keith
+44 2920 727 980
U.S.A.
Fred Baklar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A.
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 207 468 8340

Art Nouveau & Decorative Art & Design

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Mark Oliver
+44 20 7393 3856
U.S.A.
Frank Maraschiello
+1 212 644 9059

Australian Art

Litsa Veldekis
+61 2 8412 2222

Australian Colonial Furniture and Australiana

James Hendy
+61 2 8412 2222

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A.
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A.
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A.
Peter Scott
+1 415 503 3326

Contemporary Art

U.S.A.
Jeremy Goldsmith
+1 212 644 9656

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A.
Hadji Rahimipour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
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U.S.A.
Dessa Goddard
+1 415 503 3333
HONG KONG
Julian King
+852 2918 4321

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A.
Paul Song
+1 323 436 5455

Contemporary Art & Modern Design

UK
Gareth Williams
+44 20 7468 5834
U.S.A.
Sharon Goodman Squires
+1 212 644 9128

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

UK
Stephanie Connell
+44 20 7393 3844
U.S.A.
Catherine Williamson
+1 323 436 5442

Ethnographic Art

Jim Haas
+1 415 503 3294

Football Sporting Memorabilia

Dan Davies
+44 1244 353118

Furniture & Works of Art

UK
Fergus Lyons
+44 20 7468 8221
U.S.A.
Jeffrey Smith
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

Deborah Allan
+44 20 7468 8276

Islamic & Indian Art

Alice Bailey
+44 20 7468 8268

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A.
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A.
Susan Abeles
+1 212 461 6525
AUSTRALIA
Patti Sedgwick
+61 2 8412 2222

Marine Art

UK
Veronique Scorer
+44 207 393 3962
U.S.A.
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A.
Sharon Goodman Squires
+1 212 644 9128

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UK
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Damien Duigan
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Automobilia
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USA
Kurt Forry
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Motorcycles

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Automobilia
Adrian Pipiros
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Musical Instruments

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Natural History

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Old Master Pictures

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U.S.A.
Mark Fisher
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Orientalist Art

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Photography

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Portrait Miniatures

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A stylized painting featuring a man in a dark pinstriped suit, a black bowler hat, and round glasses. He has a large, prominent nose and is looking slightly to the right. To his left is a woman with voluminous, curly blonde hair and large, bright blue eyes. She is wearing a yellow top with a dark collar. In the background, another person's hand is visible holding a dark object, possibly a hat or a piece of furniture. The background consists of a wooden wall with several rectangular panels.

B 1793

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