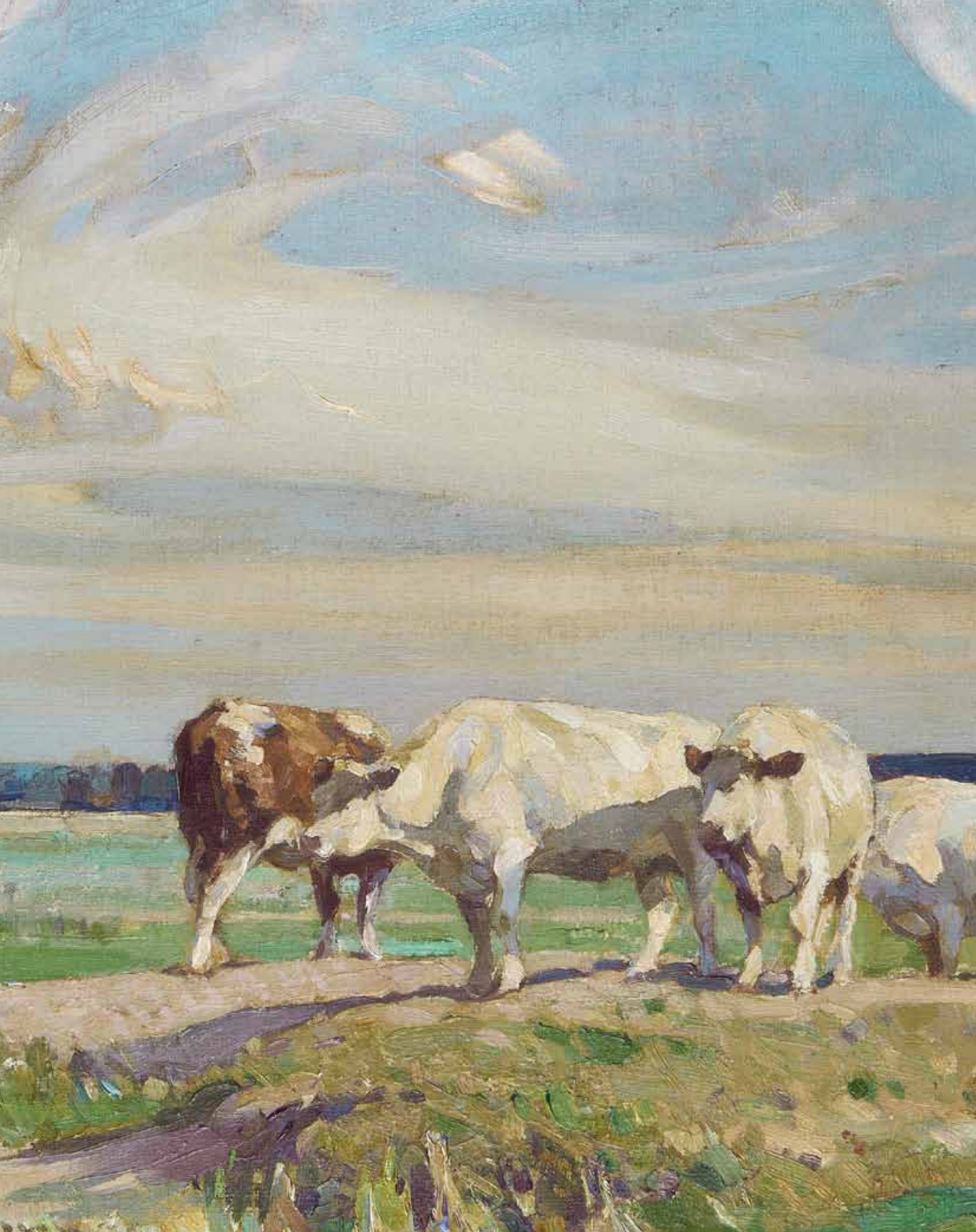




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Tuesday 19 November 2013 at 1pm
Knightsbridge, London



Modern British, Irish and East Anglian Art

Tuesday 19 November 2013 at 1pm
Knightsbridge

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Front cover: Lot 91
Back cover: Lot 216
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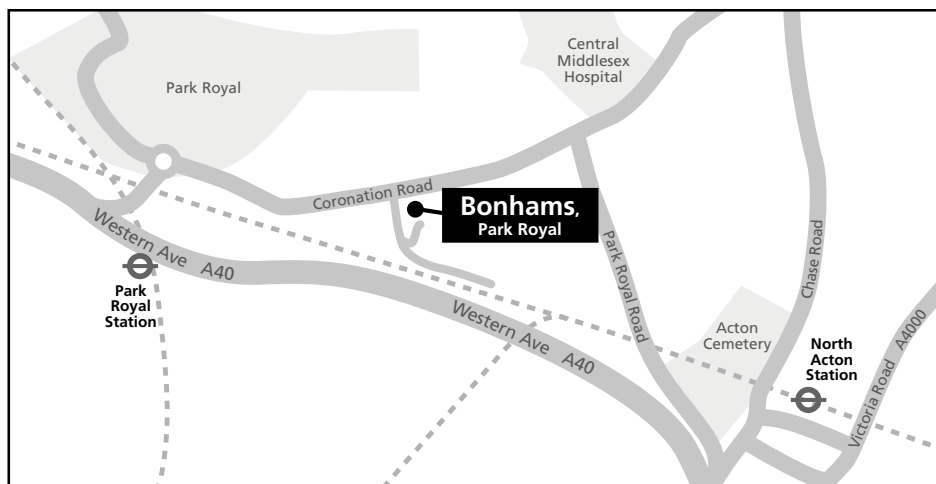
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^y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

East Anglian Pictures





1

1
English School, circa 1622

Portrait of a gentleman, traditionally identified with Sir Thomas Jermyn of Rushbrooke, Suffolk, three-quarter-length, holding a staff inscribed 'Aeta: Suae: 66 Anno: Dni. 1622' (upper right)

oil on canvas

116 x 100cm (45 11/16 x 39 3/8in).

Within a contemporary or near contemporary ebonised and gilt heightened frame.

£4,000 - 6,000

€4,700 - 7,100

Sir Thomas Jermyn (1573-1645) was Comptroller of the Royal Household from 1639-1641 and Lord Lieutenant of Suffolk in 1640. He represented Bury St. Edmunds as Member of Parliament in 1614, 1621, 1623, 1626, 1628, 1640. His eldest son also became M.P. for Bury St. Edmunds. The arms depicted are that of Jermyn (a crescent between two mullets in pale), there is no other obvious Jermyn family member of this date, and this identification is further supported by a drawing in the Sutherland Extra-Illustrated Clarendon in the Ashmolean captioned 'from an original picture at Rushbrooke, New Bury, Suffolk'. However the inscription is an anomaly, giving the age of 66 for the sitter in 1622.

PROVENANCE:

Christie's, London, 23 Jan 1970. Lot 9 Identified as Sir Thomas Jermyn.



2

2

After Michel Angelo Rooker

Chequers Square, Bury St Edmunds, Circa 1795
oil on canvas laid down onto panel 36 x 46cm (14 3/16 x 18 1/8in).
£1,000 - 1,500
€1,200 - 1,800

This appears to be closely related to a watercolour of the same subject by Michael Angelo Rooker in the Victoria and Albert Museums Collection. Several other Bury St Edmunds subjects by the same artist of circa 1795 are known, including views of the market square, Abbey gardens and Abbot's Bridge.

A sepia version of the same subject titled 'St James's Church, Bury St Edmunds' was sold Sothebys, London July 4, 2002, lot 209 for £10,500. A watercolour by the same artist 'Market square, Bury St Edmunds with cattle, dogs and figures' was sold Christie's, London February 22, 1966, Lot 166 for £260. Another Bury St Edmunds view sold Christies, London March 29, 1983, Lot 10 for £6,000.

3

English School, circa 1660

Half length portrait of a Gentleman, believed to be a member of the Broke family of Broke Hall, Suffolk, possibly Brt. Robert Broke of Nacton (1622-1694)
oil on canvas 88 x 74cm (34 5/8 x 29 1/8in).
£1,000 - 1,500
€1,200 - 1,800

PROVENANCE:

Purchased Broke Hall Sale, Bannister & Co, R J Girling, 26th and 27th June, 1946, Lot 250 for £1. Thence by family descent.
The lot is sold together with the original sale catalogue



3



4



5



6

4

Circle of Robert Ladbrooke (British, 1769-1842)
 Norwich Market with the Castle beyond, circa 1810
 watercolour
 41 x 70cm (16 1/8 x 27 9/16in).
 £1,000 - 1,500
 €1,200 - 1,800

5

After George Frost
 The Market Cross, Ipswich
 oil on canvas 52 x 68cm (20 1/2 x 26 3/4in).
 £800 - 1,200
 €950 - 1,400

This painting is one of a number of similar pictures which all bear close comparison with a painting in the Ipswich and Colchester Museums collection. R1954-124, see The Public Catalogue Foundation - Oil paintings in public ownership -Suffolk. pub. 2005. Page 62. Whilst that painting is unattributed the subject was a popular one for George Frost; an engraving by T Bluck after a painting by George Frost was published by John Raw, Hatter Market, Ipswich, June 1812. It is likely that the several known versions of this composition may have been copied from the print.

6*

Circle of John Constable, R.A. (Suffolk 1776-1837 Hampstead)
 A windmill, said to be near Colchester
 oil on canvas
 26 x 31.5cm (10 1/4 x 12 3/8in).
 £1,000 - 2,000
 €1,200 - 2,400

PROVENANCE:
 Jasper L. Moore, Michigan, USA.



7

7
James Stark (British, 1794-1859)
 Changing Pastures
 inscribed as titled to label verso, further inscribed 'Purchased from the artist's family', oil on canvas
 56 x 75.5cm (22 1/16 x 29 3/4in).
 £5,000 - 7,000
 €5,900 - 8,300

EXHIBITED:
 London, Royal Academy, 1856, No. 31.

PROVENANCE:
 Purchased at the auction sale of the contents of 'Eglantine',
 Hillsborough, Co. Down, N.I., on the direction of Dr E. R. R. Green,
 27 September, 1972 by Messers Osborne King and Megran of Belfast,
 lot 99.

Thence by family descent.



8

8
Follower of Joseph Stannard (British, 1797-1830)
 The fish market
 oil on canvas 32 x 38cm (12 5/8 x 14 15/16in).
 Within a Townsend of Norwich gilt gesso frame.
 £1,500 - 2,000
 €1,800 - 2,400

9
Robert Dixon (British, 1780-1815)
 'View at Sherringham, Norfolk'
 inscribed as titled and signed to backboard verso, watercolour
 23.5 x 34cm (9 1/4 x 13 3/8in).
 £600 - 800
 €710 - 950



9



10

10
John Sell Cotman (British, 1782-1842)
 'Ravensworth'
 inscribed as titled (lower left), signed and dated 'J. S. Cotman 1820'
 (lower right), pencil
 24 x 17cm (9 7/16 x 6 11/16in).
 £2,000 - 3,000
 €2,400 - 3,600

EXHIBITED:
 Gainsborough's House, Sudbury 1974.

11
Thomas Lound (British, 1802-1861)
 Windmill scene with cattle
 oil on board
 24.5 x 19.5cm (9 5/8 x 7 11/16in).
 £600 - 800
 €710 - 950

12
John Sell Cotman (British, 1782-1842)
 Masts and shipping tackle
 annotated with colour notes, pencil
 10 x 20cm (3 15/16 x 7 7/8in).
 £600 - 800
 €710 - 950



13

A group of works from the Collection of Rodney Gardner.

The works Rodney Gardner collected in the period from 1959 to the mid-1970s were all purchased from the major London auction houses and leading London picture dealers. Whilst much of the collection has since been dispersed, Rodney Gardner's own catalogue of his collection now reads like a 'Who's-Who' of East Anglian painting; comprising over 100 works by artists including Gainsborough, Constable, Crome, Stannard and Munnings.

13

John Sell Cotman (British, 1782-1842)

The old tea house on the banks of the River Yare signed and dated 'J S Cotman 1802' (lower right), pencil and sepia wash 25 x 19cm (9 13/16 x 7 1/2in).

£4,000 - 6,000

€4,700 - 7,100

A view of this subject sold Christies, London 5th June 1973, Lot 122. Another Christies London, November 16th, 2006, Lot 61. Cotman also made an etching of the subject and published it as title page of his 'Liber Studiorum: A Series of Sketches and Studies'.

PROVENANCE:

Purchased Christies, 5th March 1974, Lot 181 for £1,365.



14



15

14

John Sell Cotman (British, 1782-1842)

The Sandpit

signed 'J S Cotman' (lower left), pencil with white chalk
24 x 33cm (9 7/16 x 13in).

£2,000 - 3,000

€2,400 - 3,600

This picture appears to relate to Cotman's 1842 oil painting, 'From my father's house at Thorpe' Norwich Castle Museum Collection, which is taken from the same vantage point.

PROVENANCE:

With J. S. Maas & Co. Ltd, London, Spring Exhibition 1968, purchased for £78. 15s.

15

Follower of Joseph Stannard (British, 1797-1830)

Figures and boats in a harbour

oil on panel 37 x 55cm (14 9/16 x 21 5/8in).

£800 - 1,200

€950 - 1,400

PROVENANCE:

Collection of the Right Hon. Viscount Mackintosh.
With Legatt Bros. Purchased 8th May 1961 for £300.



16

16

John Sell Cotman (British, 1782-1842)

'Reedham'

inscribed as titled and dated 'Oct 20th, 1841' (lower left), black and white chalk

18 x 28cm (7 1/16 x 11in).

£700 - 1,000

€830 - 1,200

This drawing dates from Cotman's visit to Norfolk in the Autumn before he died. It was made from the deck of the river steamer on which he travelled up the Yare and Wensum to Norwich after visiting Dawson Turner at Yarmouth. The rivers were swollen and surrounding countryside flooded following an exceptionally wet season, from Norwich Cotman wrote to his host:

'...On the return journey the deck of the steamer opened up to me scenes that I must never hope to witness again. All was desolation and dreariness. It was sublime. It was a day to remember, entirely and especially by an artist for it gave a power to wildness that I have never before even imagined.'

Other drawings from this visit to Yarmouth are in the Reeve Collection at the British Museum.

PROVENANCE:

With The Manning Galleries Ltd. Purchased 26th June 1968 for £129. 15s.

17

John Berney Ladbrooke (British, 1803-1879)

Happisburgh

signed with monogram and dated 1867 (lower right), oil on board

26 x 39cm (10 1/4 x 15 3/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Collection of Sir Samuel Hoare.

With Oscar & Peter Johnson Ltd., London, purchased 7th September 1967 for £650.

18

John Middleton (British, 1828-1856)

'Hatfield'

inscribed as titled, signed with monogram and dated 1848 (lower right), watercolour

32 x 48cm (12 5/8 x 18 7/8in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With Anthony Reid, London, purchased 8th April 1968 for £475.

End of Collection.



17



18



19



20



21

19

William Henry Crome (British, 1806-1873)
 Estuary scene with windmill by moonlight
 indistinctly signed with initials (lower right), oil
 on canvas
30.5 x 46cm (12 x 18 1/8in).
 £1,200 - 1,800
 €1,400 - 2,100

PROVENANCE:

The Mowson Collection, Lyon & Turnbull,
 Norwich 9th July, 2008. Lot 55

20

Joseph Paul (British, 1804-1887)
 Tavern with church; Cottage and windmill; a
 pair
 oil on panel *22 x 28cm (8 11/16 x 11in).*
 (2)
 £1,200 - 1,800
 €1,400 - 2,100

PROVENANCE:

With Mandell's Gallery, Norwich, purchased
 16th November 1976.

21

William Henry Crome (British, 1806-1873)
 A country inn; A watermill; A pair
 the latter signed with initials 'WHC' (lower
 right), oil on board
25.5 x 20.5cm (10 1/16 x 8 1/16in). (2)
 £800 - 1,200
 €950 - 1,400



22

22
John Berney Ladbrooke (British, 1803-1879)
 A wooded landscape with figures resting on a track
 signed and dated 'J B Ladbrooke 1856' (lower right), also signed with monogram and dated (lower left), oil on canvas
 57 x 80cm (22 7/16 x 31 1/2in).
 £6,000 - 8,000
 €7,100 - 9,500

PROVENANCE:
 H.G. Wilton Esq., East Carlton Lodge, Norfolk
 Sale, Sotheby's, London, 10th July 1985, Lot 98

23*
Follower of John Berney Ladbrooke (British, 1803-1879)
 The Road to the Village
 oil on panel
 30 x 35.6cm (11 13/16 x 14in).
 £1,000 - 2,000
 €1,200 - 2,400

PROVENANCE:
 Jasper L. Moore, Michigan, USA.

24
Henry Bright (British, 1810-1873)
 Figures on the beach, Orford Ness
 chalks
 21 x 35cm (8 1/4 x 13 3/4in).
 £700 - 900
 €830 - 1,100



23



24



25

25

John Vine of Colchester (British, 1809-1867)

Gun dogs in a landscape; a pair one signed and dated 'J Vine pinx. 1847. (lower left), oil on canvas 44 x 58cm (17 5/16 x 22 13/16in).

(2)

£2,000 - 3,000

€2,400 - 3,600

John Vine was born in Bury St Edmunds but lived only briefly in the town before his family settled in Colchester. Vine was born with underdeveloped arms and legs and there is a suggestion prompted by an engraving of circa 1820, that as a child he was exhibited in fairgrounds

as a curiosity; the print, titled 'Master Vine', shows a young child holding a sketch, indicating that his fairground act made a spectacle of a precocious artistic talent aside from his physical disabilities. He became established as a painter, producing portraits and topographical landscapes and specialising in prize livestock. He had a ready income from the Essex gentry and would often paint subjects in the grounds of a country estate, but in true 'limner' tradition he would just as readily execute lesser works for cottage farmers. His patronage was extended by extensive travelling by train to agricultural and dog shows the length and breadth of the country. Provided ever-new clients requiring records of their prize-winning show entries. He occasionally added 'Colchester' to his signature, as his paintings were spread far and wide and he wanted potential clients to know where he could be found.



27

26
John Vine of Colchester (British, 1809-1867)
 Black horse in a landscape
 signed 'Painted by John Vine' (lower left),
 watercolour
 32 x 42cm (12 5/8 x 16 9/16in).
 £600 - 800
 €710 - 950

27
Edward Robert Smythe (British, 1810-1899)
 Horses beneath a spreading tree
 signed 'E. R. Smythe' (lower right), oil on
 canvas
 38 x 51cm (14 15/16 x 20 1/16in).
 £2,000 - 3,000
 €2,400 - 3,600



28

28
John Moore of Ipswich (British, 1820-1902)
 Figures on a country lane beside cottages; a
 pair
 both signed 'J Moore', oil on panel
 15 x 13cm (5 7/8 x 5 1/8in).
 (2)
 £800 - 1,200
 €950 - 1,400

29
Thomas Smythe (British, 1825-1906)
 Preparing dinner
 signed 'T Smythe' (lower left), oil on canvas
 31 x 39cm (12 3/16 x 15 3/8in).
 £1,000 - 1,500
 €1,200 - 1,800



29



30

30

Thomas Smythe (British, 1825-1906)

A rest by the wayside

signed 'T Smythe' (lower left), oil on canvas

51 x 76cm (20 1/16 x 29 15/16in).

£1,500 - 2,000

€1,800 - 2,400

31

Thomas Smythe (British, 1825-1906)

Old Angel Inn, St Clements, Ipswich

signed 'T Smythe' (lower left), oil on canvas

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

£2,000 - 3,000

€2,400 - 3,600



31



32



33

32
 Thomas Smythe (British, 1825-1906)
 Figures and horses beside a cottage
 signed 'T Smythe' (lower right), oil on canvas
 51 x 78cm (20 1/16 x 30 11/16in).
 £4,000 - 6,000
 €4,700 - 7,100



33

33
 Thomas Smythe (British, 1825-1906)
 Rural landscape with figure by a cottage; a pair
 both signed 'T Smythe', oil on canvas
 30 x 41cm (11 13/16 x 16 1/8in).
 (2)
 £2,000 - 3,000
 €2,400 - 3,600



34

34

Thomas Smythe (British, 1825-1906)

Returning home in the snow; Highland cattle in the snow; A pair the first signed 'T Smythe' (lower left), oil on canvas

29 x 40cm (11 7/16 x 15 3/4in).

£2,500 - 3,500

€3,000 - 4,100



35

35

John Duvall (British, 1816-1892)

The artist's daughter as a peg girl signed 'J Duvall' (lower right), oil on canvas

81.5 x 69cm (32 1/16 x 27 3/16in).

£1,200 - 1,800

€1,400 - 2,100



36

36

Thomas Smythe (British, 1825-1906)

Figures outside a tavern in a wintry landscape signed 'T Smythe' (lower left), oil on canvas

31 x 41cm (12 3/16 x 16 1/8in).

£2,000 - 3,000

€2,400 - 3,600



37



38

37
John Moore of Ipswich (British, 1820-1902)
Vessels on rough seas
signed and dated 'J Moore 1882' (lower left), oil on panel
45.5 x 65cm (17 15/16 x 25 9/16in).
£4,000 - 6,000
€4,700 - 7,100

38
John Moore of Ipswich (British, 1820-1902)
Homeward bound, South Coast
oil on canvas
61 x 92cm (24 x 36 1/4in).
£4,000 - 6,000
€4,700 - 7,100



39



39



40



41

39

Eloise Harriet Stannard (British, circa 1828-1915)

Autumn - Partridges and blackberries; Winter - Rabbit and swedes; a pair both signed and dated 'E H Stannard 1893' (lower left), oil on canvas

42 x 37cm (16 9/16 x 14 9/16in).

£4,000 - 6,000

€4,700 - 7,100

40

Eloise Harriet Stannard (British, circa 1828-1915)

Still life with apples and hazelnuts signed 'E H Stannard' (lower left), oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800

41

Eloise Harriet Stannard (British, circa 1828-1915)

Still life with peaches and grapes signed and dated 'E H Stannard/1892' (lower left), oil on canvas

24 x 32cm (9 7/16 x 12 5/8in).

£1,000 - 1,500

€1,200 - 1,800



42

42
Harry Becker (British, 1865-1928)
 Stormy sky
 oil on panel
 22 x 26.5cm (8 11/16 x 10 7/16in).
 £1,500 - 2,000
 €1,800 - 2,400



43

43AR
Sir John Alfred Arnesby Brown (British, 1866-1955)
 Figures hoeing
 signed with initials (lower right), oil on panel
 22 x 27cm (8 11/16 x 10 5/8in).
 £3,000 - 5,000
 €3,600 - 5,900



44

44
Stephen John Batchelder (British, 1849-1932)
 Broadland scene
 signed and dated 'S J Batchelder '11' (lower left), watercolour
 46 x 85cm (18 1/8 x 33 7/16in).
 £1,000 - 1,500
 €1,200 - 1,800



45

45^{AR}
Sir John Alfred Arnesby Brown (British, 1866-1955)
 Cattle watering in a landscape
 bears signature, oil on canvas
36 x 51cm (14 3/16 x 20 1/16in).
£2,000 - 3,000
€2,400 - 3,600

46^{AR}
Sir John Alfred Arnesby Brown (British, 1866-1955)
 Cattle resting
 signed 'Arnesby Brown' (lower left), oil on canvas
40.5 x 50.5cm (15 15/16 x 19 7/8in).
£10,000 - 15,000
€12,000 - 18,000

PROVENANCE:
 By family repute acquired by the artist Robert Macdonald Fraser, circa 1920s, Thence by family descent

A variant on this composition was sold at Sotheby's Melbourne, 23 November 2009, lot 6

47^{AR}
Sir John Alfred Arnesby Brown (British, 1866-1955)
 'The Farm'
 oil on canvas *41 x 61cm (16 1/8 x 24in).*
£4,000 - 6,000
€4,700 - 7,100

The picture depicts Thorpe Hall, Thorpe-next-Haddiscoe.

PROVENANCE:
 Mr & Mrs Edward Gladden of Haddiscoe Hall when the artist was living at The White House, Haddiscoe.
 Purchased by the present owner Phillips, Bury St Edmunds 25 June 1992, lot 590. when the catalogue description described the painting as 'Inscribed and partly signed verso' (subsequently relined).

EXHIBITED:
 Royal Academy 1938, No 18.

48^{AR}
Sir John Alfred Arnesby Brown (British, 1866-1955)
 Italian Landscape with bridge and fortified town
 signed 'Arnesby Brown' (lower right), indistinctly inscribed to stretcher verso, oil on canvas,
95 x 133cm (37 3/8 x 52 3/8in).
£2,000 - 3,000
€2,400 - 3,600



46



47



49

The following collection of pictures are by family descent from Harry Roll

Harry Roll had two shops in Lowestoft and a sharp eye for fine art. He became friends with Campbell Mellon whilst the latter was still a schoolteacher, and by family repute Mellon used to give him paintings from time to time in return for food supplies.

49^{AR}

Sir John Alfred Arnesby Brown (British, 1866-1955)

Sketch for The Big River

signed with initials 'AB' (lower left), oil on panel 16 x 23.5cm (6 5/16 x 9 1/4in).

Label verso for W. H. Fuller 73 York Road, Gt. Yarmouth.

£800 - 1,200

€950 - 1,400

50

Eloise Harriet Stannard (British, circa 1828-1915)

Still life of Autumnal fruits and nuts on a ledge

signed and dated 'E H Stannard 1887' (lower left), oil on canvas 39 x 34.5cm (15 3/8 x 13 9/16in).

£2,000 - 3,000

€2,400 - 3,600



50



51

51^{AR}

Campbell Archibald Mellon (British, 1876-1955)
 'Sketch mid Oct 1926 - The children's corner, Gorleston'
 inscribed as titled verso, signed 'C. A. Mellon' (lower right),
 oil on panel
 23 x 30cm (9 1/16 x 11 13/16in).
 £4,000 - 6,000
 €4,700 - 7,100



52

52^{AR}

Campbell Archibald Mellon (British, 1876-1955)
 Houses on a beach with coast beyond
 signed 'C. A. Mellon' (lower Left), oil on canvas,
 41 x 61cm (16 1/8 x 24in).
 £1,000 - 1,500
 €1,200 - 1,800



53

53^{AR}

Campbell Archibald Mellon (British, 1876-1955)
 Cattle beside a mill pool
 signed 'C. A. Mellon' (lower right), oil on canvas
 40 x 50cm (15 3/4 x 19 11/16in).
 £1,000 - 1,500
 €1,200 - 1,800



54



55

54^{AR}
 Campbell Archibald Mellon
 (British, 1876-1955)
 'Hobland Wood, Gorleston'
 inscribed as titled to the stretcher, signed 'C. A.
 Mellon' (lower left), oil on canvas
 40 x 61cm (15 3/4 x 24in).
 £1,500 - 2,000
 €1,800 - 2,400

55^{AR}
 Campbell Archibald Mellon
 (British, 1876-1955)
 'Hampton on Thames'
 inscribed as titled to the stretcher verso, signed
 'C. A. Mellon' (lower left), oil on canvas
 36 x 54cm (14 3/16 x 21 1/4in).
 £1,200 - 1,800
 €1,400 - 2,100

56^{AR}
 Campbell Archibald Mellon
 (British, 1876-1955)
 'The Bell Inn, St Olaves'
 titled and indistinctly dated verso, signed with
 initials 'C.A.M' (lower left), oil on panel
 22.5 x 31cm (8 7/8 x 12 3/16in).
 £600 - 800
 €710 - 950

End of Collection.



57



58

57^{AR}

Campbell Archibald Mellon
(British, 1876-1955)

'Kessingland, misty morning, Early June'
inscribed as titled verso, oil on panel
23.5 x 31cm (9 1/4 x 12 3/16in).

£2,000 - 3,000
€2,400 - 3,600

PROVENANCE:

With Macconnal Mason & Son Ltd., 14 Duke
Street, London SW1.

58^{AR}

Campbell Archibald Mellon
(British, 1876-1955)

Hopton
signed 'C. A. Mellon' (lower right),
oil on panel
23 x 30cm (9 1/16 x 11 13/16in).

£3,000 - 5,000
€3,600 - 5,900

59^{AR}

Campbell Archibald Mellon
(British, 1876-1955)

Figures and cattle in a landscape at sunset
signed 'C A Mellon' (lower left), oil on canvas
31 x 40cm (12 3/16 x 15 3/4in).

£600 - 800
€710 - 950



60

60^{AR}

Campbell Archibald Mellon (British, 1876-1955)

Dover

signed 'C. A. Mellon' (lower left), oil on canvas
51.4 x 61.4cm (20 1/4 x 24 3/16in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE:

Gifted by the artist to the family of the present owner

EXHIBITED:

London, Royal Academy of Arts, The Third United Artists' Exhibition: in aid of H.R.H. the Duke of Gloucester's Red Cross and St. John Fund, 1943

Campbell Archibald Mellon most likely painted the present work from Dover's Admiralty Pier, looking east across Admiralty Harbour to the eastern docks with the White Cliffs behind and Dover Castle atop.



62



63

61

Henry George Todd (British, 1847-1898)

Still life of fruit

signed and dated 'H. G. Todd 1894' (lower right), oil on canvas

26 x 31cm (10 1/4 x 12 3/16in).

£700 - 900

€830 - 1,100

Stencil to canvas for 'Tibbenham, makers, Ipswich'.

62^{AR}

Gerald Ackermann RI (1876-1960)

Still life of primulas in a jug

signed 'Gerald Ackermann' (lower right), watercolour

23 x 22cm (9 1/16 x 8 11/16in).

£400 - 600

€470 - 710

63^{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).

£1,200 - 1,800

€1,400 - 2,100

Another version of this sketch is illustrated in Munnings autobiography Vol. II. 'The second burst' p.193.



64

64^{AR}

Sir Alfred James Munnings PRA, RWS (British, 1878-1959)

Tethered horses

signed with initials (lower right), pencil and monochrome wash

10 x 14.5cm (3 15/16 x 5 11/16in).

together with five further sketchbook pages by the same hand variously depicting cattle, dogs and horses, all unframed. (6)

£1,500 - 2,500

€1,800 - 3,000



65



66

65^{AR}

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

Off into the fields

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

23 x 29.5cm (9 1/16 x 11 5/8in).

£8,000 - 12,000

€9,500 - 14,000

66^{AR}

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

River scene at dusk

signed and dated 'A J Munnings '99' (lower left), watercolour

21 x 32cm (8 1/4 x 12 5/8in).

£8,000 - 12,000

€9,500 - 14,000



67

John Millar Watt was born in Greenock, Scotland and raised in Ilford, East London. He studied metalwork at the John Cass Institute and was apprenticed to the Mather and Crowther advertising agency. In a parallel to the early career of Alfred Munnings, Millar Watt produced advertising designs during the day and then in the evenings attended art classes at the Westminster School of Art. At the outbreak of the Great War he joined up and served with The Artists' Rifles, exposure to mustard gas at Vimy Ridge would affect his health throughout his life. After the War he briefly studied at The Slade and St Martin's before returning to his career in advertising, supplementing his wages by producing sports cartoons for The Daily Chronicle and illustration work for The Sphere. In 1921 his cartoon strip 'Reggie Breaks it Gently' was developed for The Daily Sketch, the character 'Pop' quickly became the focus and title of the strip which became hugely successful on both sides of the Atlantic. The strip cartoon ran daily until 1949 after which Millar Watt concentrated on illustration and advertising work. Millar Watt, wishing to concentrate on fine art, had tried to end the strip in the late 30s but was persuaded that 'Pop' was necessary for the War Effort to boost the Country's morale, King George and Churchill were both identified as fans.

In 1923 Millar Watt married fellow artist Amy Maulby Biggs. The couple settled in Dedham and had a studio built at Upper Park, overlooking the Stour Valley and Constable Country. Millar Watt became firm friends with Alfred Munnings, they would paint together and the Munnings were frequent guests at the Millar's table, not least because Amy was an excellent cook! Millar and Munnings would frequently drive out on sketching trips into the East Anglian countryside and it was on such an outing to Lavenham's weekly horse fair that Millar later found a home in that village. On May 20th, 1946 The Daily Sketch published a silver

anniversary edition to commemorate 25 years of the 'Pop' cartoon, among many artistic contributors Sir Alfred Munnings wrote;

"I have the greatest admiration for Millar Watt both as an artist and a man. I have known him for years. Some of my happiest days have been out sketching with him in Suffolk. He lived in the same village in Essex and we used to go out together in his car to sketch landscapes. And now his Daily Sketch character 'Pop' is 25 years old! How has he kept it up! I congratulate him on this achievement and keeping always a marvellous and clean level throughout"

The commercial success of Millar Watt, as cartoonist, illustrator and creator of famous advertising images meant that he had little time to pursue fine art and examples of his landscape painting are scarce, with few works emerging at auction. Millar Watt's commercial success also seems to have eclipsed Amy Watt's own work. Although her career took a back seat to that of her husband's, she was nevertheless lauded for her painterly technique and widely exhibited at the R.A. and Paris Salon. Her work has remained largely in private hands including the Royal Collection.

This collection of works by Millar and Amy Watt are by family descent from the artists.

67^{AR}

Millar Watt (British, 1895-1975)

Stratford St Mary - The woodcutter
signed 'Millar Watt' (lower left), oil on board
27 x 38cm (10 5/8 x 14 15/16in).

£1,500 - 2,000

€1,800 - 2,400



68

68^{AR}

Millar Watt (British, 1895-1975)

Upper Park, Dedham

oil on panel

60 x 60cm (23 5/8 x 23 5/8in).

£2,000 - 3,000

€2,400 - 3,600

69^{AR}

Millar Watt (British, 1895-1975)

Sadler's Corner, Dedham

signed 'Millar Watt' (lower right), oil on panel

60 x 60cm (23 5/8 x 23 5/8in).

£2,000 - 3,000

€2,400 - 3,600



69



70



71



72

70^{AR}

Millar Watt (British, 1895-1975)

View from the studio, Dedham
signed 'Millar Watt' (lower left), oil on panel
60 x 60cm (23 5/8 x 23 5/8in).

£1,500 - 2,000

€1,800 - 2,400

71^{AR}

Amy Watt (British, 1900-1956)

High summer
oil on board
75 x 62cm (29 1/2 x 24 7/16in).

£1,200 - 1,800

€1,400 - 2,100

72^{AR}

Amy Watt (British, 1900-1956)

Rookery Farm, Dedham
signed 'Amy Watt' (lower right), oil on board
27 x 36cm (10 5/8 x 14 3/16in).

£600 - 800

€710 - 950

End of Collection.



73

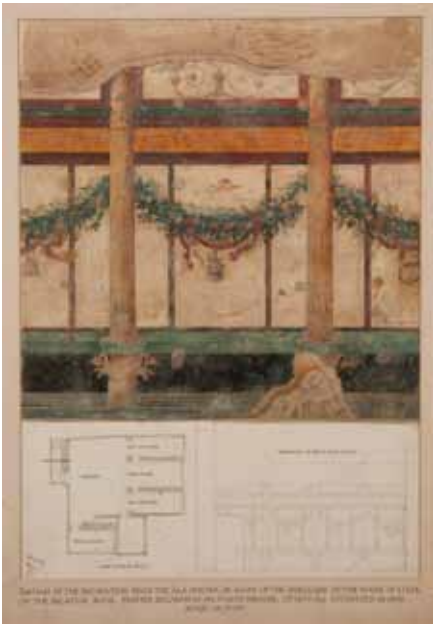


74

73^{AR}
 Leonard Russell Squirrell, R.W.S., R.I., R.E. (British, 1893-1979)
 Kersey High Street
 signed and dated 'L. R. Squirrell. 1942' (lower left), watercolour
 24.5 x 30.5cm (9 5/8 x 12in).
 Unframed.
 £1,200 - 1,800
 €1,400 - 2,100

74^{AR}
 Leonard Russell Squirrell R.W.S., R.I., R.E. (British, 1893-1979)
 'Earl Soham, Suffolk'
 inscribed as titled verso, signed and dated 'L. R. Squirrell 1969' (lower
 right), watercolour
 28 x 43cm (11 x 16 15/16in).
 £2,000 - 3,000
 €2,400 - 3,600

This picture is a reworking of one of Squirrell's best known works. His 1928 pastel of Kersey, taken from the same vantage point, which is in the Colchester & Ipswich Museums Collection.



76



76



76



75



75



75

Alan Waddington Bellis (1883-1960)

Alan Waddington Bellis was born in Manchester and studied at Leeds school of art and The Royal College of Art where he won a travelling scholarship to study in Italy, taking him to Rome, Sienna and Florence, and also to study in Paris (many of the present works are from this period of study). In 1912 he became assistant teacher at Ipswich Municipal School of Art, appointed to the post by Principle George Rushton. Bellis continued to teach at the College until his retirement in 1948, interrupted only by service in The Artist's Rifles in the Great War.

Alan Bellis was a highly gifted draughtsman and watercolourist, his skills also extended to architecture, metalwork, jewellery and other media. In 1914 he set about the task of creating a Bishop's Crozier for the newly created Diocese of St Edmundsbury and Ipswich. Working with his students and to a budget of under £120 (a similar figure to his annual salary), the jewel studded silver crozier was presented in July 1916, after which Bellis recounts being accosted by George Rushton with the words 'Right Bellis! You've finished the Bishop's Crozier, you can go and join up now!'

75^{AR}

Alan Waddington Bellis, A.R.C.A (1883-1960)

Cover design for 'St Peter's Parish Magazine'

pen and ink

31 x 22cm (12 3/16 x 8 11/16in).

Together with 11 further works by the same hand in a media of media, comprising fabric or wallpaper designs, student work from the Royal College of Art, landscape and interiors, all unframed. (12)

£1,000 - 1,500

€1,200 - 1,800

76^{AR}

Alan Waddington Bellis, A.R.C.A (1883-1960)

'Portion of the decoration from the 'Ala Dextra' or room of the Garlands in the house of Livia, on the Palatine, Rome'

inscribed, signed and dated 'A W Bellis, May 1912' (lower left),

watercolour, pencil and pen and ink

52 x 37cm (20 1/2 x 14 9/16in).

Together with 12 further architectural studies by the same hand in a variety of media, all unframed. (13)

£1,000 - 1,500

€1,200 - 1,800

77^{AR}

Adrian Keith Graham Hill, PPROI RBA (British, 1897-1977)

Walberswick

signed 'Adrian Hill' (lower right), oil on board

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

£700 - 1,000

€830 - 1,200

78^{AR}

Edward Ardizzone (British, 1900-1979) 'Lovers among the rocks'

Lovers amidst the rocks

signed with initial 'EA' (lower right), pen and ink and grey wash

19.5 x 28.5cm (7 11/16 x 11 1/4in).

£1,500 - 2,000

€1,800 - 2,400

Ardizzone was born and schooled in Ipswich.

PROVENANCE:

Royal Academy Summer Exhibition 1963, thence by family descent from the purchaser.

79^{AR}

Lucy Harwood (British, 1893-1972)

'Summer evening at Hadleigh'

signed 'L Harwood' (verso),

oil on canvas

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

£800 - 1,200

€950 - 1,400

PROVENANCE:

Sally Hunter Fine Art Ltd.
Private collection, Oxford

80^{AR}

Lucy Harwood (British, 1893-1972)

Road to Bildeston; Still life of ceramics and glass; a pair each signed 'Lucy Harwood' (verso), oil on canvas

51 x 40cm (20 1/16 x 15 3/4in).

(2)

£800 - 1,200

€950 - 1,400



77



78



79



81



82

81^{AR}

John Northcote Nash RA (British, 1893-1977)

Spectral trees, Butley Forest

signed 'John Nash' (lower right), watercolour

45 x 34cm (17 11/16 x 13 3/8in).

£4,000 - 6,000

€4,700 - 7,100

EXHIBITED:

John Nash, An exhibition of paintings and drawings

Chelmsford & Essex Museum, 18th April - 16th May 1971. Cat. no.64

(Picture described as Circa 1966).

This lot is offered together with the original exhibition catalogue.

82^{AR}

John Northcote Nash RA (British, 1893-1977)

Treslian Estuary, Truro,

signed 'John Nash' (lower left), inscribed with title and date '1976' (on frame verso), pencil and watercolour

33.5 x 45cm (13 3/16 x 17 11/16in).

£1,500 - 2,000

€1,800 - 2,400



83

83^{AR}

John Cyril Harrison (British, 1898-1985)

'A summer migrant'

signed 'J C Harrison' (lower left), watercolour

56 x 74cm (22 1/16 x 29 1/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

With The Tryon Gallery, 41/42 Dover Street, London W1.

84^{AR}

Sir Peter Scott (British, 1909-1989)

Barnacle Geese in flight

signed and dated 'Peter Scott 1967' (lower left),

oil on board

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

£2,500 - 3,500

€3,000 - 4,100

PROVENANCE:

With Arthur Ackermann & Son Ltd. London W1.



84



86



85



87



88

85^{AR}

Mary Potter (British, 1900-1981)

The Pink House

oil on canvas

40 x 46cm (15 3/4 x 18 1/8in).

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE:

With Tib Lane Gallery, Manchester.

86^{AR}

Mary Potter (British, 1900-1981)

Untitled

oil on board

22.5 x 29.5cm (8 7/8 x 11 5/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Tib Lane Gallery, Manchester.

87^{AR}

Peggy Somerville (British, 1918-1975)

Dutch canal scene

signed 'Peggy Somerville' (lower left), oil on paper laid down on board

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

£800 - 1,200

€950 - 1,400

PROVENANCE:

The Artist's Studio, 1975

Phillips, Bury St Edmunds 24th September 1998, Lot 566.

This painting probably dates from 1936, when Peggy Somerville spent six months living and painting in Holland

88^{AR}

John Arthur Malcolm Aldridge (British, 1905-1983)

Portrait of Cedric Morris

oil on board

75.5 x 60.2cm (29 3/4 x 23 11/16in).

unframed

£800 - 1,200

€950 - 1,400

PROVENANCE:

With The Ixion Society.



89

89^{AR}

Mary Potter (British, 1900-1981)

Snow on the beach

oil on canvas

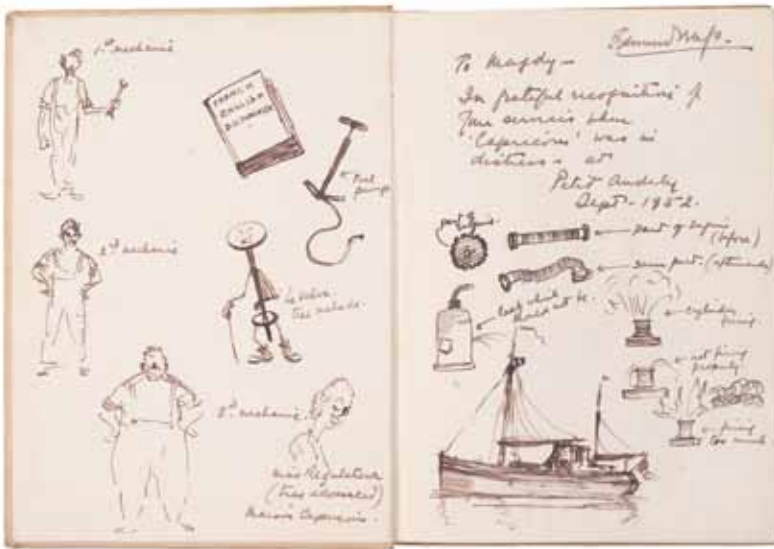
61 x 50cm (24 x 19 11/16in).

£7,000 - 10,000

€8,300 - 12,000

PROVENANCE:

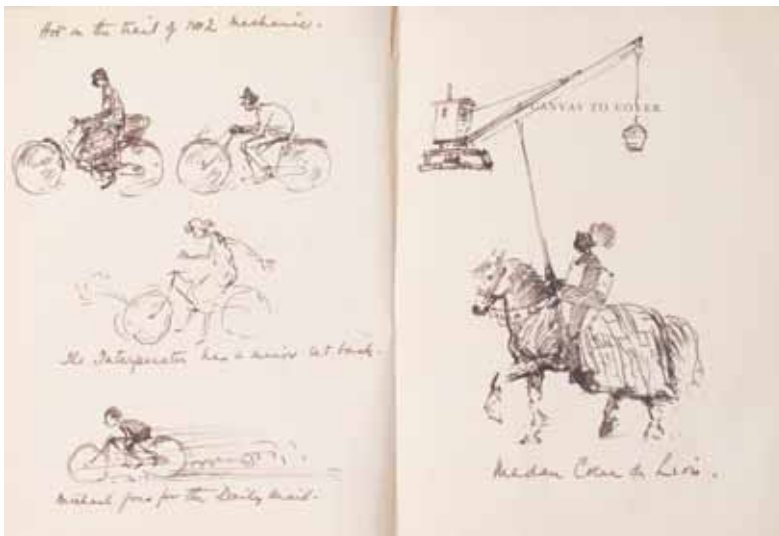
With Austin Desmond, London.



90

90^{AR}

Edward Seago R.W.S. (British, 1910-1974)
 'In grateful recognition of the services when "Capricorn" was in distress at Petit Andely' copy of Seago's book 'A canvas to cover', the inset pages variously illustrated inscribed, dated and signed 'Sept 1952/Edward Seago' (upper right), pen and ink
 25 x 19.5cm (9 13/16 x 7 11/16in).
 £800 - 1,200
 €950 - 1,400



90

91^{AR}

Edward Seago R.W.S. (British, 1910-1974)
 Boats on the hard, Pin Mill signed 'Edward Seago' (lower left), oil on board
 27 x 36cm (10 5/8 x 14 3/16in).
 £15,000 - 20,000
 €18,000 - 24,000

PROVENANCE:

Gifted by the artist to the vendor as a wedding present 1968.
 Edward Seago's boat 'Capricorn' was moored in the care of the vendor at Pin Mill.

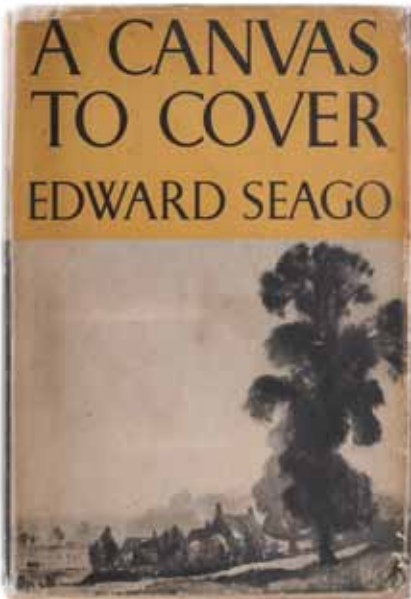
The Lot is accompanied by a letter from Colnaghi & Co. It is further accompanied by a photocopy of a letter to the vendor from Edward Seago dated January 27th 1968:

Dear Tony

I am sorry that I shall not be able to attend your wedding because I shall be in Morocco. To mark the occasion I am sending you a small sketch. It should arrive in a few days from Messrs Colnaghi who have had it framed. It comes with my very best wishes to you both, and you may find this subject familiar.
 Yours sincerely
 Edward Seago.

92

No Lot



90





93



94



95



96

Brian Stonehouse M.B.E. (1918-1998)

Brian Stonehouse was born in Torquay but spent much of his childhood in France. When his family returned to England in 1932 they settled in Stowmarket, Suffolk and Brian attended Ipswich Art School. His principal interest was fashion and he had secured a position as a fashion artist for Vogue when war broke out. He joined the army with the Royal Artillery but his fluency for French was quickly noted and in 1941 he was conscripted by the Special Operations Executive.

He was parachuted into France in July 1942. Codenamed Celestin he was disguised as a travelling artist, a radio transmitter was disguised as his paint box, replacement valves were hidden within working tubes of paint. He transmitted successfully for a while but in October his position was triangulated and he was arrested. The remainder of his war was spent in a succession of prisons and concentration camps. In Castres Prison he was in solitary confinement for 10 months. In the Natzweiler-Struthof concentration camp he managed to keep himself and fellow SOE operator Pat O'Leary alive drawing the camp guards and their families in exchange for decent treatment and food. Finally he was taken to Dachau and was there on the 29th April 1945 when the camp was liberated. The day after the liberation was spent drawing the gas chambers. These sketches and others of the guards and camps were used during the Nuremberg trials and he was witness in several trials including the main Dachau trial.

After recuperation in Suffolk in 1946 he applied for a visa to work in the United States, he was championed in this application by Dwight Eisenhower who met him several times and described Stonehouse's story as 'one of the most amazing experiences of the war'. Once in New York his fashion career was reprised and over the next three decades he worked for fashion labels including Vogue, Elizabeth Arden and Harper's Bazaar, becoming chief fashion illustrator for Vogue. In 1979 he returned to England and pursued a new career as a portrait artist with sitters including the Queen Mother. A collection of his sketches made during his years in the war camps resides in The Imperial War Museum.

This collection of work is by family descent from the artist.

93

Brian Julian Stonehouse, M.B.E. (1918-1998)

Lady holding a record
mixed media

54 x 26cm (21 1/4 x 10 1/4in).

Together with a quantity of fashion illustrations by the same hand in a variety of media, all unframed. (Approx. 45)

£1,000 - 1,500

€1,200 - 1,800

94

Brian Julian Stonehouse, M.B.E. (1918-1998)

Lady wearing a white dress and fez
mixed media

59 x 44cm (23 1/4 x 17 5/16in).

Together with a quantity of fashion illustrations by the same hand in a variety of media, all unframed. (Approx. 45)

£1,000 - 1,500

€1,200 - 1,800

95

Brian Julian Stonehouse, M.B.E. (1918-1998)

Lady with hat
mixed media

70 x 44cm (27 9/16 x 17 5/16in).

Together with a quantity of fashion illustrations by the same hand in a variety of media, all unframed. (Approx. 45)

£1,000 - 1,500

€1,200 - 1,800

96

Brian Julian Stonehouse, M.B.E. (1918-1998)

Lady in nightdress
signed 'Brian' (lower left), mixed media
70 x 45cm (27 9/16 x 17 11/16in).

Together with a quantity of fashion illustrations by the same hand in a variety of media, all unframed. (Approx. 45)

£1,000 - 1,500

€1,200 - 1,800



97

97^{AR}

Margaret Mellis (British, 1914-2009)

'Spotted Jug, C.1950'

signed with initials (lower left), inscribed as titled to canvas verso, oil on canvas

65 x 51cm (25 9/16 x 20 1/16in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With Austin Desmond, London.

98^{AR}

Margaret Thomas (British, born 1916)

'Christmas Cyclamen'

titled to original label verso, oil on board

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

£1,200 - 1,800

€1,400 - 2,100

This lot is accompanied by a letter from the artist.

99^{AR}

Stuart Scott Somerville (British, 1908-1983)

Still life of flowers in a vase

signed and dated 'Stuart Somerville 52' (lower left), oil on board

62 x 51cm (24 7/16 x 20 1/16in).

£1,000 - 1,500

€1,200 - 1,800

100^{AR}

Margaret Thomas (British, born 1916)

'Rose - Frau Karl Druschki'

signed with initials and dated 'MT '50' (upper left), oil on board

62 x 31cm (24 7/16 x 12 3/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Aitken & Dott & Son, 26 Castle Street, Edinburgh, Exhibition November 1952, No. 44.



98



99



100



101

Colin Moss 1914-2005

"I have always thought of him as the supreme strong man among Suffolk painters. In this he is a constant expressionist, observing and committing swiftly to paper the essentials of a subject." Bernard Reynolds.

Colin Moss was born at 28 Cemetery Road, Ipswich and spent his formative years there. The family moved to Plymouth in 1921, following the death of his father in action during World War One. It was in Devon that he first became absorbed in fine art and drawing, and he attended Plymouth Art School from 1930-1934. A scholarship to study at The Royal College of Art followed, seeing him graduate in 1938. As his style developed, his influences included Degas, Van Gogh and the German Expressionists.

At the outbreak of World War Two Colin was working for the Camouflage Unit of the Air Ministry. Together with one hundred and fifty other artists he was tasked with disguising factories and power stations. After two years he received his papers and joined the Life Guards, spending the remainder of his war in the Middle East. Although never an official war artist he sketched prolifically and was keen to document his experiences; a number of his pictures from this period are represented in The Imperial War Museum. Colin continued to revisit War as a theme in his work throughout his career.

Life in Civvy Street saw a return to his Ipswich roots when, in 1947, Colin accepted a post as Senior Lecturer at Ipswich Art School. He was to occupy this position until his retirement in 1979. In the interim years, and long after his retirement, he was increasingly recognised as a leading figure in the Regional Art scene. In 1980 he was elected Chairman of Ipswich Art Club and later became President, a position occupied by many great East Anglian artists before him, including Edward Seago, Alfred Munnings and Anna Airy.

Colin's decision to pursue a dual career as artist and teacher perhaps illustrates the difficulties facing many professional artists. Though his painting career was never sidelined, there was inevitably some compromise as a result of the financial stability that teaching proffered. When teaching, his army background manifested itself in his disciplined

and orderly classes. This approach, together with his firm belief in the importance of sound draughtsmanship and keen observation, influenced a generation of students, including Maggi Hambling and Brian Eno. He also taught by example, with his own work ever-present in the studio alongside that of his students – he would seek opportunities for his own work between classes. In his painting career he was a reluctant self-promoter, however initial Forays into the London art scene in the 1950s saw some critical acclaim with representation through The Kensington Art Gallery and later The Zwemmer and Prospect Galleries. He shared exhibitions with the likes of John Bratby, Patrick Heron, Kyffin Williams and John Minton. In 1954, and again in 1956, he took time-off from teaching to concentrate fully on painting, his 1950s social-realism paintings culminating in his 'big pictures' of working men and women produced at the height of his artistic powers, as exemplified in the present collection.

The following lots, all from the artist's estate, represent the most comprehensive collection of his work ever to come to auction. The stylistic spectrum here is typical of the experimental nature of Colin's art. Recurrent themes represented in this collection include his World War II subjects, Still Life, life-studies, religious works and his trademark Kitchen Sink Social-Realism. Ever-present is his exceptional draughtsmanship which marked him out even amongst his peers at the Royal College, and the wonderful 'social documentation' to be found within his subjects, providing a priceless record of a now vanished everyday life in 20th Century England. Colin's work is represented in many National Collections including The British Museum, The Tate Archive Collection, Norwich Castle Museum, the Ben Uri Art Gallery, Leamington Spa Art Gallery, Nottingham Art Gallery and The Colchester and Ipswich Museums

101^{AR}

Colin Moss (British, 1914-2005)

Three seated workmen

studio stamp verso, indian ink

35 x 72cm (13 3/4 x 28 3/8in).

Together with eight other works by the same hand in a variety of media, all unframed. (9)

£1,000 - 1,500

€1,200 - 1,800



102

102^{AR}

Colin Moss (British, 1914-2005)

Cubist figures

signed 'Colin Moss' (upper left), oil on board

100 x 121cm (39 3/8 x 47 5/8in).

£1,000 - 1,500

€1,200 - 1,800

103^{AR}

Colin Moss (British, 1914-2005)

Girl in Ipswich Museum

signed 'Colin Moss' (lower left), indian ink

77 x 56cm (30 5/16 x 22 1/16in).

Together with nine other works in a by the same hand in a variety of media, all unframed. (10)

£1,000 - 1,500

€1,200 - 1,800

This work is closely related to the 1982 linocut of the same name. Illustrated Colin Moss - Life Observed by Chloe Bennett. P.76.

104^{AR}

Colin Moss (British, 1914-2005)

Man digging

signed 'Colin Moss' (upper left), pen and ink and acrylic

89 x 56cm (35 1/16 x 22 1/16in).

Together with nine other works in a by the same hand in a variety of media, all unframed. (10)

£1,000 - 1,500

€1,200 - 1,800



103



104



105



106

105^{AR}

Colin Moss (British, 1914-2005)

The workmen

signed 'Colin Moss' (upper right), oil on canvas
95 x 123cm (37 3/8 x 48 7/16in).

(Unframed)

£3,000 - 5,000

€3,600 - 5,900

106^{AR}

Colin Moss (British, 1914-2005)

Back of houses, 1960

signed 'Colin Moss' (upper left), inscribed as titled verso, oil on board
120 x 64cm (47 1/4 x 25 3/16in).

£1,000 - 1,500

€1,200 - 1,800

Believed to depict the back of his studio in West Kensington.



107

107^{AR}

Colin Moss (British, 1914-2005)

Man with drill

studio stamp verso, indian ink
75 x 56cm (29 1/2 x 22 1/16in).

Together with nine other works in a by the same hand in a variety of media, all unframed. (10)

£1,000 - 1,500

€1,200 - 1,800

This is a working sketch for the oil of the same name in the Colchester & Ipswich Museums Collection. The oil is illustrated in 'Colin Moss - Life Observed' by Chloe Bennett. Pub. Malthouse Press 1996 p.55. The work is discussed in this publication:

'In November 1957, Colin saw the exhibition of paintings and drawings by Constant Permeke (1886-1952) at the Tate. "Constant Permeke was a Flemish artist who was not really well known in this country. I'd never really heard of him...and I was knocked backwards by it. It was these huge paintings of peasants. They were a kind of extension and development of the Van Gogh drawings in charcoal of peasants. I was really thunderstruck by these, and they were a starting point for things like Man with a Drill and all those pictures. He was a progenitor and he was a considerable influence on Josef Herman. Now people say to me I look as if I'm influenced by Josef Herman, but I wasn't we both got our influence from the same man."

End of Collection.



108



109



110



111

108^{AR}

Colin Moss (British, 1914-2005)

Chevalier Street, Ipswich

signed 'Colin Moss' (lower left), oil on canvas
46 x 96cm (18 1/8 x 37 13/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Property of the artist's biographer, Chloe Bennett.

109^{AR}

Clive Madgwick (British, 1934-2005)

Low Tide, Maldon

signed 'C Madgwick' (lower right), dated 1992
verso, acrylic on canvas

51 x 76cm (20 1/16 x 29 15/16in).

£1,000 - 1,500

€1,200 - 1,800

110^{AR}

Clive Madgwick (British, 1934-2005)

The village blacksmith

signed 'C Madgwick' (lower right), acrylic on
canvas

41 x 61cm (16 1/8 x 24in).

£800 - 1,200

€950 - 1,400

111^{AR}

Clive Madgwick (British, 1934-2005)

'Spring sunshine'

signed 'C Madgwick' (lower right), dated 1992
verso, acrylic on canvas

46 x 76cm (18 1/8 x 29 15/16in).

£1,000 - 1,500

€1,200 - 1,800



112



113

112^{AR}

Clive Madgwick (British, 1934-2005)
 'Lunch break, Stoke by Nayland'
 signed 'C Madgwick' (lower right), inscribed as titled and dated 1981
 verso, oil on canvas
 90 x 145cm (35 7/16 x 57 1/16in).
 £2,500 - 3,500
 €3,000 - 4,100

113^{AR}

Clive Madgwick (British, 1934-2005)
 Flatford Mill, winter
 signed 'C Madgwick' (lower right), acrylic on canvas
 61 x 92cm (24 x 36 1/4in).
 £1,500 - 2,000
 €1,800 - 2,400



115



114



117

114^{AR}

Clive Madgwick (British, 1934-2005)

'Summer shadows, Chelsworth'

signed 'C Madgwick' (lower right), inscribed as titled and dated 1992 verso, acrylic on canvas

51 x 76.5cm (20 1/16 x 30 1/8in).

£1,000 - 1,500

€1,200 - 1,800

115^{AR}

Clive Madgwick (British, 1934-2005)

Stoke by Nayland

signed 'C Madgwick' (lower left), dated 1997 verso, acrylic on canvas

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

£1,500 - 2,000

€1,800 - 2,400

116^{AR}

Colin W. Burns (British, born 1944)

Pheasants in the snow

signed 'Colin Burns' (lower right), oil on canvas

52 x 76cm (20 1/2 x 29 15/16in).

£1,000 - 1,500

€1,200 - 1,800

117^{AR}

Colin W. Burns (British, born 1944)

Traction engine in a Norfolk landscape

signed 'Colin Burns' (lower left), oil on canvas

50 x 77cm (19 11/16 x 30 5/16in).

£1,000 - 1,500

€1,200 - 1,800

118^{AR}

Colin W. Burns (British, born 1944)

St. Benet's Abbey

signed 'Colin Burns' (lower left), inscribed as titled verso, oil on board

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

£1,000 - 1,500

€1,200 - 1,800



118



119

119^{AR}

Colin W. Burns (British, born 1944)

Wherry on the broads

signed 'Colin Burns' (lower left), oil on canvas
60 x 88cm (23 5/8 x 34 5/8in).

£1,500 - 2,000

€1,800 - 2,400

120^{AR}

Colin W. Burns (British, born 1944)

Ducks at dusk

signed 'Colin Burns' (lower right), oil on canvas
50 x 77cm (19 11/16 x 30 5/16in).

£2,000 - 3,000

€2,400 - 3,600

121^{AR}

Colin W. Burns (British, born 1944)

Huntsman in a landscape

signed 'Colin Burns' (lower right), oil on board
62 x 91cm (24 7/16 x 35 13/16in), (unframed).

£1,000 - 1,500

€1,200 - 1,800

122^{AR}

Colin W. Burns (British, born 1944)

Geese in flight above an estuary

signed 'Colin Burns' (lower left), oil on board
61 x 91cm (24 x 35 13/16in), (unframed).

£1,000 - 1,500

€1,200 - 1,800

123^{AR}

Colin W. Burns (British, born 1944)

Broadland scene

signed 'Colin Burns' (lower right), oil on canvas
50 x 77cm (19 11/16 x 30 5/16in).

£1,500 - 2,000

€1,800 - 2,400



120



122



123



125



124



126

124

Ian Houston (British, born 1934)

Winter in North Norfolk

signed 'Ian Houston' (lower left), oil on board
20 x 30cm (7 7/8 x 11 13/16in).

£600 - 800

€710 - 950

125

Ian Houston (British, born 1934)

The lonely shore

signed 'Ian Houston' (lower right), oil on board
34 x 44cm (13 3/8 x 17 5/16in).

£1,200 - 1,800

€1,400 - 2,100

126^{AR}

Roy Petley (British, born 1951)

'Holiday Beach, Suffolk'

inscribed as titled verso, signed 'Roy Petley' (lower left), oil on board
30 x 46cm (11 13/16 x 18 1/8in).

£800 - 1,200

€950 - 1,400

127^{AR}

Roy Petley (British, born 1951)

Figures walking down a tree-lined avenue

signed 'Roy Petley' (lower left), oil on board
30 x 46cm (11 13/16 x 18 1/8in).

£800 - 1,200

€950 - 1,400



127

128^{AR}

Roy Petley (British, born 1951)

Venetian street scene

signed 'Roy Petley' (lower left), oil on board
30 x 46cm (11 13/16 x 18 1/8in).

£800 - 1,200

€950 - 1,400



129

129^{AR}

Roy Petley (British, born 1951)

East Anglian landscape

signed 'Roy Petley' (lower left), oil on board
30 x 46cm (11 13/16 x 18 1/8in).

£1,000 - 1,500

€1,200 - 1,800

130^{AR}

Roy Petley (British, born 1951)

Harbour scene

signed 'Roy Petley' (lower left), oil on board
26 x 35cm (10 1/4 x 13 3/4in).

£800 - 1,200

€950 - 1,400

131^{AR}

Roy Petley (British, born 1951)

Figures on the beach, Gorleston

signed 'Roy Petley' (lower left), oil on board
24 x 34cm (9 7/16 x 13 3/8in).

£1,000 - 1,500

€1,200 - 1,800

132^{AR}

Roy Petley (British, born 1951)

Figures in a park

signed 'Roy Petley' (lower left), oil on board
60 x 91cm (23 5/8 x 35 13/16in).

£1,500 - 2,000

€1,800 - 2,400



130



131



132



133

133^{AR}

Maggi Hambling (British, born 1945)

'Midnight'

signed, titled and dated 'MAGGI HAMBLING/MIDNIGHT' 1972' (on
canvas verso), mixed media on canvas

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

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

Believed to have been purchased from Hambling's first exhibition at
Morley College Gallery, May 1973.

Modern British and Irish Art



DMC



134



135



136

134^{AR}

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

Catching Butterflies

signed and dated 'Fedden 07' (lower right),
gouache

16.5 x 21.8cm (6 1/2 x 8 9/16in).

£2,000 - 3,000

€2,400 - 3,600

135^{AR}

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

Fat cat resting

inscribed on mount 'Much Love Mary x' (lower
centre), gouache

12 x 18.5cm (4 3/4 x 7 5/16in).

£2,000 - 3,000

€2,400 - 3,600

136^{AR}

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

Tabby cat on a beach

signed 'Fedden' (lower right),
watercolour

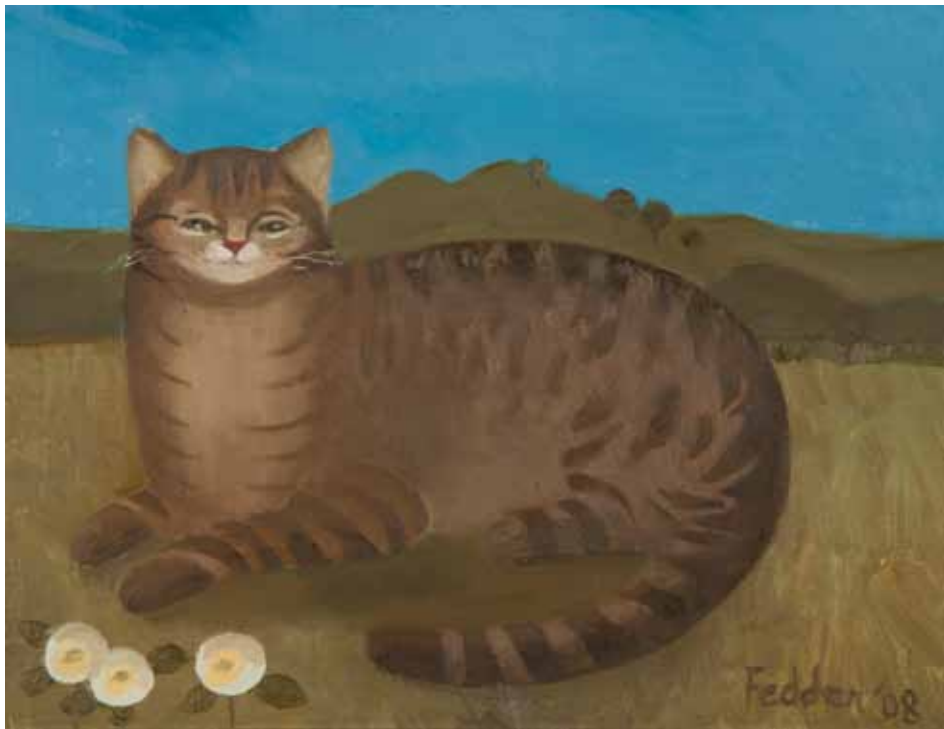
13.5 x 19cm (5 5/16 x 7 1/2in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

With Bebb and Sekers Fine Art



137



138

137^{AR}

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

Cat in a landscape

signed and dated 'Fedden '08' (lower right), oil on canvas
31 x 40cm (12 3/16 x 15 3/4in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE:

Purchased direct from the artist.

138^{AR}

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

Still life with fish, flowers and fruit

signed and dated 'Fedden '08' (lower right), oil on canvas
30 x 40cm (11 13/16 x 15 3/4in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

Purchased direct from the artist.



139

139^{AR}

Ken Howard R.A. (British, born 1932)

'Sargenti, Tormali Volcano'

signed 'Ken Howard' (lower right); titled and dated 'June 09' (on label verso), oil on canvas board

25 x 30.5cm (9 13/16 x 12in).

£1,000 - 1,500

€1,200 - 1,800



140

140^{AR}

Ken Howard R.A. (British, born 1932)

'Morning light, Brighton'

signed 'Ken Howard' (lower right); titled (on label verso), oil on canvas board

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

£1,000 - 1,500

€1,200 - 1,800



141

141^{AR}

Thomas John Coates (British, born 1941)

Venetian Canal

signed with initials 'TJC' (lower right), oil on canvas

61 x 76cm (24 x 29 15/16in).

£1,000 - 1,500

€1,200 - 1,800

142^{AR}

Robert Buhler, R.A. (British, 1916-1989)

Fields

signed 'Buhler' (lower right), oil on canvas
49.5 x 59.5cm (19 1/2 x 23 7/16in).

£1,200 - 1,800

€1,400 - 2,100



142

PROVENANCE:

With The Leicester Galleries

143^{AR}

Linda Weir (British, born 1951)

'Everything is jumping, St Ives and Porthminster headland'

signed with initials 'LW' (lower right); titled and dated 2013 (on board verso), oil on Italian primed linen laid to board
33 x 80cm (13 x 31 1/2in).

£1,000 - 1,200

€1,200 - 1,400



143

144^{AR}

Richard Price (British, born 1962)

Reflections, Venice

signed 'Richard Price' (lower right), oil on canvasboard

26 x 51cm (10 1/4 x 20 1/16in).

£800 - 1,200

€950 - 1,400



144



145

145^{AR}

Fred Yates (British, 1922-2008)

Ma Vie

signed 'FRED YATES' (lower right), oil on canvas
61 x 61cm (24 x 24in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

With Courcoux & Courcoux

146^{AR W}

Simeon Stafford (British, born 1956)

The best day of the holiday.

signed 'Simeon' (lower right), oil on canvas
122 x 152.2cm (48 1/16 x 59 15/16in).

unframed

£4,000 - 6,000

€4,700 - 7,100



146

147^{AR}

Simeon Stafford (British, born 1956)

'The Tourist Bus, Piccadilly'

signed 'SIMEON' (lower right); titled (on
stretcher verso), oil on canvas

81 x 81cm (31 7/8 x 31 7/8in).

£2,000 - 2,500

€2,400 - 3,000



148^{AR}

Simeon Stafford (British, born 1956)

'Boxing Day Meeting'

signed 'SIMEON' (lower left); titled (on canvas
and stretcher verso), oil on canvas

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

£2,000 - 4,000

€2,400 - 4,700



147

148



149



151



150

149^{AR}

Philip Sutton R.A. (British, born 1928)

Yellow and Orange Wood

titled, signed and dated 'Philip Sutton/June 1956' (on canvas verso), oil on canvas

127 x 102cm (50 x 40 3/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

With Roland, Browse and Delbanco

150^{AR}

Philip Sutton R.A. (British, born 1928)

'Summer flowers'

signed and dated 'Philip Sutton/1975' and titled (verso), oil on canvas

68.5 x 68.5cm (26 15/16 x 26 15/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

With Roland, Browse and Delbanco

151^{AR W}

Henry Inlander (British, 1925-1983)

Steep Hill, Anticoli

signed 'H.Inlander' (lower right),

oil on canvas

145 x 116.5cm (57 1/16 x 45 7/8in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

With Roland, Browse and Delbanco



152

152^{AR}

John Lowrie Morrison (British, born 1948)

'The Post Office, Isle of Iona'

signed 'Jolomo' (lower right); further signed, titled and dated '2012' (verso), oil on canvas

60 x 60cm (23 5/8 x 23 5/8in).

unframed

£1,500 - 2,000

€1,800 - 2,400

153^{AR}

John Lowrie Morrison (British, born 1948)

Harvest Moon, Gourdon

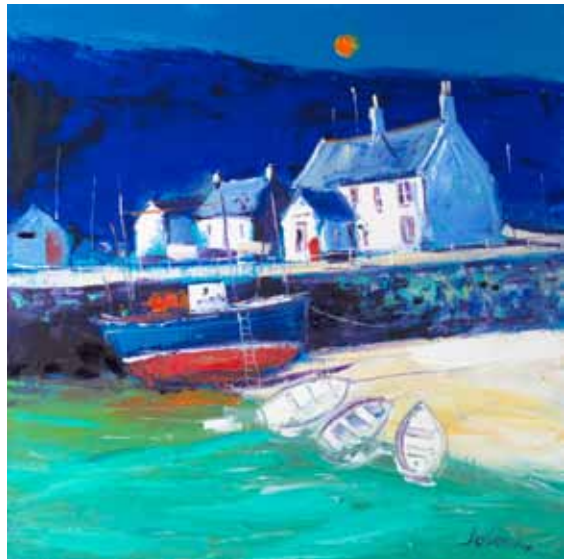
signed 'Jolomo' (lower right); further signed, titled and dated '2009' (verso), oil on canvas

61 x 61cm (24 x 24in).

unframed

£1,500 - 2,000

€1,800 - 2,400



153

154^{AR}

Donald Hamilton Fraser RA (British, 1929-2009)

'Coldbachie Beach'

signed 'Fraser' (lower left); titled (on frame verso),

oil on paper

40.5 x 42.5cm (15 15/16 x 16 3/4in).

£2,000 - 3,000

€2,400 - 3,600



154



155

155^{AR}

Helen Bradley (British, 1900-1979)

Preparing the bonfire in the Enchanted Garden
signed with fly insignia and dated '1970' (lower left)

watercolour

37 x 54.5 cm. (14 1/2 x 21 1/2 in.)

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

Acquired directly from the artist by Surgeon Vice-Admiral

Sir James Watt KBE

Thence by descent

156^{AR}

Joan Gillchrest (British, 1918-2008)

Penzance Harbour

signed with initials 'JG' (lower left), oil on board

33.5 x 38cm (13 3/16 x 14 15/16in).

£2,000 - 3,000

€2,400 - 3,600



156

157^{AR}

Fred Yates (British, 1922-2008)

The protest, Brighton

signed 'FRED YATES' (lower right), oil on canvas

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

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE:

With Courcoux & Courcoux



157



158



159



160

158^{AR}

Carel Weight R.A. (British, 1908-1997)

Two figures near a church
signed 'Carel Weight' (lower left), oil on board
30.5 x 50.5cm (12 x 19 7/8in).

£1,200 - 1,800

€1,400 - 2,100

PROVENANCE:

With Fosse Gallery

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).

£1,000 - 1,500

€1,200 - 1,800

160^{AR}

Bernard Meninsky (British, 1891-1950)

Torremolinos
oil on canvas
50.5 x 61.5cm (19 7/8 x 24 3/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Mrs Nora Meninsky, the artist's widow
Fosse Gallery

161^{AR}

Carel Weight R.A. (British, 1908-1997)

Figures under a bridge

signed 'Carel Weight' (upper left), oil on board
35 x 33cm (13 3/4 x 13in).

£1,000 - 1,500

€1,200 - 1,800

EXHIBITED:

New Grafton Gallery, 8.12.83

162^{AR}

Charles Mozley (British, 1914-1991)

From Box Hill

signed 'Mozley' (lower left), oil on canvas
61 x 91cm (24 x 35 13/16in).

£800 - 1,200

€950 - 1,400

This work was one of a series of paintings used in the Shell poster advertising campaign entitled 'Everywhere you go you can be sure of Shell'. The campaign, started in 1932, was an extension of 'See Britain First' and the aim was to encourage the British love of the countryside whilst at the same time reassuring drivers that Shell fuel was easily accessible.

163^{AR}

John Scorrow O'Connor (British, 1913-2004)

Landscape with trees

signed 'John O'Connor' (lower left), oil on canvas

60 x 75cm (23 5/8 x 29 1/2in).

£1,000 - 1,500

€1,200 - 1,800



161



162



163



164

164^{AR}

Michael Ayrton (British, 1921-1975)

Portrait of Wyndham Lewis

signed and dated 'Michael Ayrton 21.1.1955' (lower left), pencil

24 x 34cm (9 7/16 x 13 3/8in).

£1,000 - 1,500

€1,200 - 1,800



165

165^{AR}

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

Maestro Idzikowski taking class

signed and inscribed 'Laura Knight/Stanislas Idzikowski (maestro) (lower left),

pencil and charcoal

24.5 x 34.5cm (9 5/8 x 13 9/16in).

handwritten label verso dates work at circa 1924

£1,200 - 1,800

€1,400 - 2,100

Stanislas Idzikowski was a member of the Ballet Russes from 1914 to 1929. He was a principle dancer and performed many of Nijinsky's roles whilst Nijinsky was interned in Hungary due to the First World War. At the end of his performing career Idzikowski became a teacher and it is in this role that Laura Knight portrays him.



166

166^{AR}

Reginald Brill (British, 1902-1974)

Waiting in line

signed 'Brill' (lower right), watercolour

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

£800 - 1,200

€950 - 1,400

PROVENANCE:

With The Midhurst Gallery

167^{AR}

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

Maria Dalbaicin wearing a Picasso costume
signed 'Laura K' (lower right); inscribed 'Maria Dalbaicin, a
Spanish member of the Diaghilev Ballets Russes, wearing a
Picasso costume for Quadro Flamenco' (on frame verso),
charcoal

32.5 x 22.5cm (12 13/16 x 8 7/8in).

£1,000 - 1,500

€1,200 - 1,800

168^{AR}

Cecil Beaton (British, 1904-1980)

Gladys, Duchess of Marlborough
signed 'Cecil Beaton' (lower right), watercolour, gouache
and pencil

46 x 32cm (18 1/8 x 12 5/8in).

£3,000 - 5,000

€3,600 - 5,900

Gladys Deacon, who was famed for her good looks, was introduced into European society in the 1890s. The ninth Duke of Marlborough was captivated by her presence and invited her to come to Blenheim Palace. Gladys became the Duke's mistress and at the age of forty was to live out her childhood dream and marry him after his divorce from Consuelo Vanderbilt.

Gladys notoriously lost much of her legendary beauty when at the age of twenty-two she injected paraffin wax into the bridge of her nose. However, she did not fail to retain her radiance. To this day, paintings of Gladys's eyes stare down from the ceiling of Blenheim Palace.

After her marriage the Duchess became increasingly erratic. At one dinner she placed a revolver on the table and when asked what she was going to do with it she replied, "Oh! I don't know, I might just shoot Marlborough!"

The Duke fled Blenheim, later evicting Gladys, although their divorce was unsettled before the Duke's death in 1934. The Duchess soon retreated from the world and was incarcerated in a psychiatric hospital where she spent the rest of her life, dying at the age of ninety-six.



167



168



169



169



170

169

Louis William Wain (British, 1860-1939)

'Nurse, come and take these kittens away, they have put vinegar in my tea'

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

27 x 21.5cm (10 5/8 x 8 7/16in).

together with another work by the same hand entitled 'Here's luck to you!' (2)

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Chris Beetles Limited

(the second picture in the lot provenance with Michael Parkin Fine Art)

170

Louis William Wain (British, 1860-1939)

The wave

signed 'Louis Wain' (lower right), watercolour

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

£1,000 - 1,500

€1,200 - 1,800

EXHIBITED:

London, Michael Parkin Fine Art, *Louis Wain's Cats of Fame & Promise*

171^{AR}

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

Patti in Mac

signed 'John Bratby' (lower left), oil on canvas

76.5 x 50.5cm (30 1/8 x 19 7/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Fosse Gallery

172^{AR}

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

Figures by a grave

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

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

unframed

£1,000 - 1,500

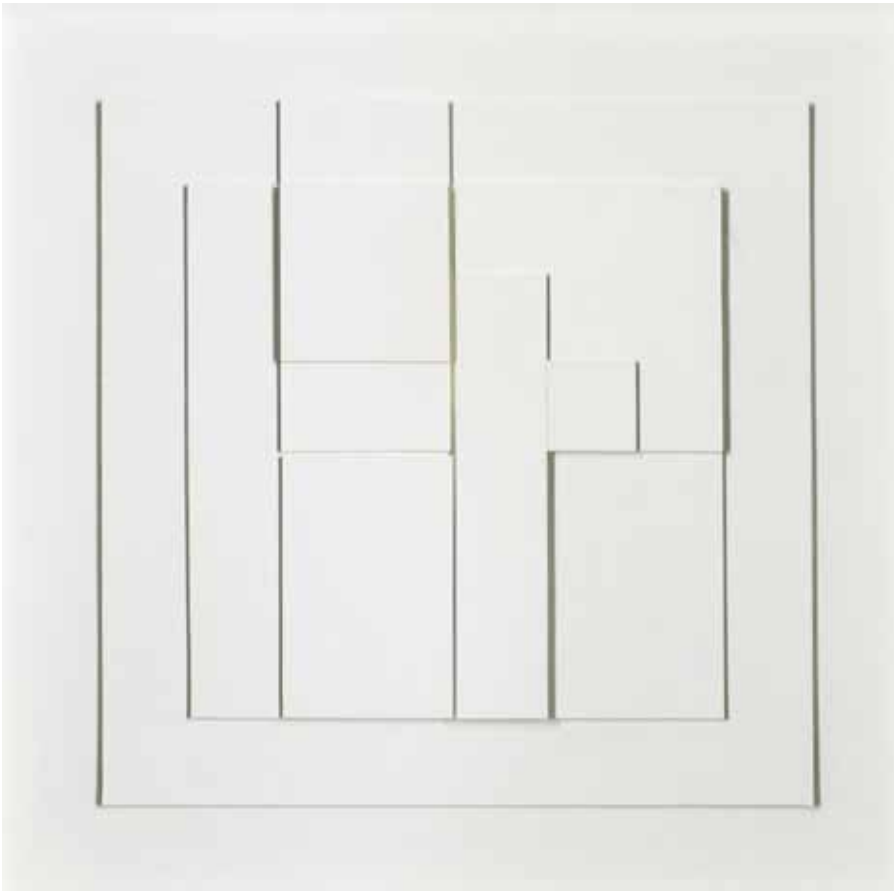
€1,200 - 1,800



171



172



173

173^{AR}

Michael Canney (British, 1923-1999)

Square Variation III

signed, dated and titled 'Michael Canney 1980/
Square Variation III' (verso), painted wood relief
27 x 27cm (10 5/8 x 10 5/8in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

With Osborne Samuel



174

174^{AR}

Michael Canney (British, 1923-1999)

Abstract

signed 'Michael Canney' (on board verso), oil
on board

30.5 x 37.5cm (12 x 14 3/4in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Osborne Samuel

175^{AR}

Michael Canney (British, 1923-1999)

Untitled

signed 'Michael Canney' (on board verso),
painted wood relief

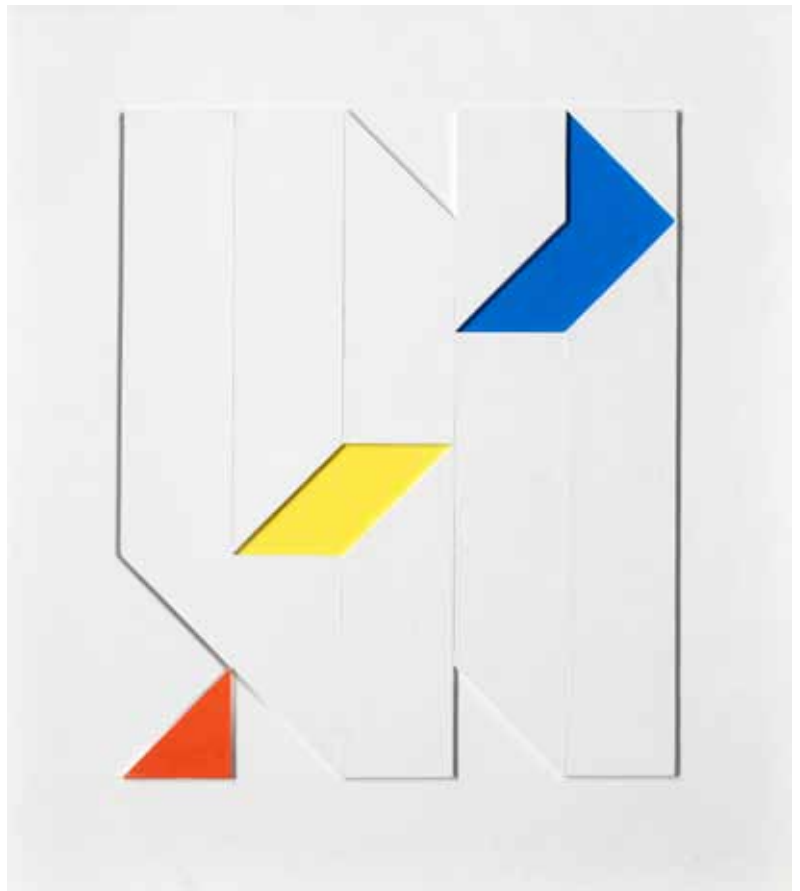
27.5 x 23cm (10 13/16 x 9 1/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

With Osborne Samuel



175

176^{AR W}

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

Sand Ridges Egyptian Connotations (reflection),
1997

acrylic and collage on canvas

122 x 122cm (48 1/16 x 48 1/16in).

£3,000 - 5,000

€3,600 - 5,900



176



177



179



178

177^{AR}

John Hoyland RA (British, 1934-2011)

Black Heart

signed 'John Hoyland', dated '1-7-07' and titled (verso),
acrylic on canvas

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

unframed

£1,500 - 2,000

€1,800 - 2,400

178^{AR}

John Hoyland RA (British, 1934-2011)

Nature Boy

signed 'John Hoyland', dated '12.10.07' and titled (verso),
acrylic on canvas

60.5 x 51cm (23 13/16 x 20 1/16in).

unframed

£2,000 - 3,000

€2,400 - 3,600

179^{AR}

John Hoyland RA (British, 1934-2011)

Little Voices

signed 'John Hoyland', titled and dated '8.5.07' (on canvas verso),
oil on canvas

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

unframed

£1,200 - 1,800

€1,400 - 2,100



180

180^{AR W}

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

Aphrodite pink and black olives
signed, titled and dated 'April 87' (verso),
pencil, gouache and acrylic on card
122 x 152.5 cm. (48 x 60 in.)

£6,000 - 9,000

€7,100 - 11,000



181

181^{AR}

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

Moon Black

signed, dated and titled 'Terry Frost 98/Moon Black' (verso)

pencil and gouache

79.8 x 51.4 cm. (31 1/2 x 21 1/4 in.)

£2,000 - 3,000

€2,400 - 3,600

182^{AR}

Patrick Hughes (British, born 1939)

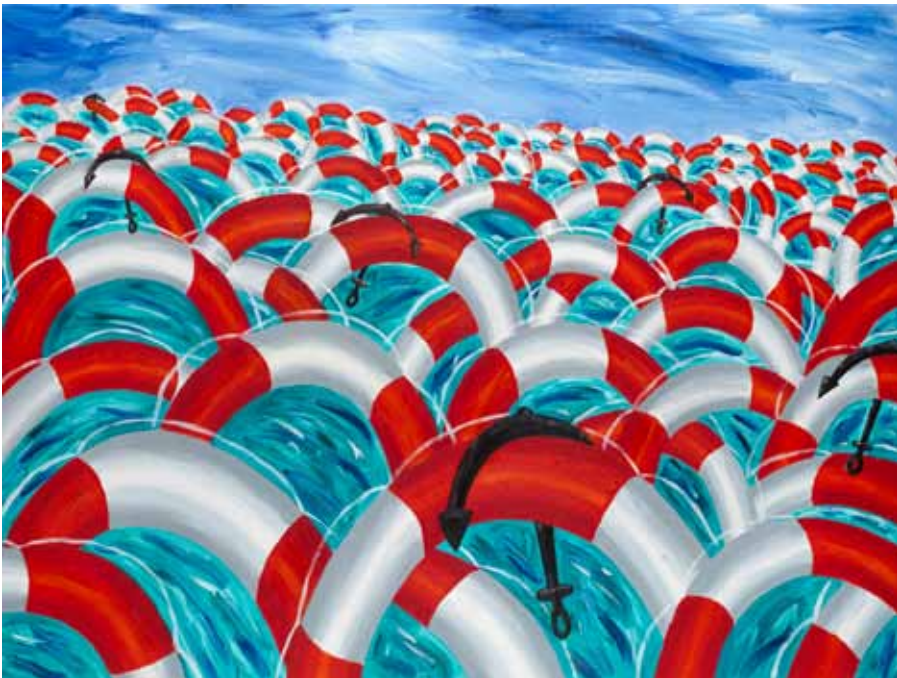
Rough Sea

signed and dated 'Patrick Hughes 1987' (on stretcher verso), oil on canvas

91.3 x 122cm (35 15/16 x 48 1/16in).

£4,000 - 6,000

€4,700 - 7,100



182

183^{AR}

Sir Eduardo Paolozzi (British, 1924-2005)

Newton After Blake

signed and dated 'Eduardo Paolozzi/1995' and stamped with the *Livingstone Art Founders* (verso)

bronze relief with a brown patina

14.9 x 20.6 cm. (5 7/8 x 8 1/4 in.)

£2,500 - 3,000

€3,000 - 3,600

PROVENANCE:

The Artist

Charity raffle for the Brenchley & Matfield Tennis Club (the lot is sold together with a signed letter from the artist authorising its inclusion in the raffle)



183

184^{AR}

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

Abstract

signed and dated 'Frost 61' (lower right), watercolour

22.5 x 25.5 cm (8 7/8 x 10 1/16 in.)

£800 - 1,200

€950 - 1,400

PROVENANCE:

Piccadilly Gallery

Fosse Gallery



184

185^{AR}

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

A Game of Chess

signed and dated 'Terry Frost 77' (verso)

oil on canvas

50.5 x 60.9 cm. (19 7/8 x 24 in.)

£4,000 - 6,000

€4,700 - 7,100



185



186

186^{AR}

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

Welsh Landscape
dated '1945' (lower right)
gouache, pen and ink
27 x 20.7 cm. (10 5/8 x 8 1/8 in.)
£3,000 - 5,000
€3,600 - 5,900

PROVENANCE:

Acquired directly from the artist by the present owner

187^{AR}

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

Entrance to a Lane
pencil and gouache
18 x 14.3 cm. (7 1/8 x 5 5/8 in.)
£3,000 - 5,000
€3,600 - 5,900

PROVENANCE:

Acquired directly from the artist by the present owner

The present work relates closely to a number of 1939 studies (see Fig.16a-16d, Douglas Cooper, *The Work of Graham Sutherland*, Lund Humphries, London, 1961) in which we see Sutherland formulate his approach for the seminal oil of the same year *Entrance to Lane* (Tate).

188^{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.)
£3,000 - 5,000
€3,600 - 5,900



187

189^{AR}

Paul Nash (British, 1889-1946)

Mountains
signed and dated 'Paul Nash/1923' (lower right); numbered 'No 3' (upper left),
pencil, ink and watercolour
35.5 x 49.5cm (14 x 19 1/2in.)
£4,000 - 6,000
€4,700 - 7,100

PROVENANCE:

With The Mercury Gallery, London, 9 March 1965 where acquired by Michael Craine
Sale; Sotheby's, London, 2 October 1996, lot 82, where acquired by the husband of the present owner
Private Collection, U.K.

EXHIBITED:

London, Leicester Galleries, *Paintings, Pastels, Drawings and Woodcuts Illustrating Col. T.E. Lawrence's Book "Seven Pillars of Wisdom"*, 5-21 February 1927, cat.no.60
London, Hamet Galley, *Paul Nash, Watercolours and Drawings*, 18 March-11 April 1970, cat.no.15 (as *Tel Site*)

LITERATURE:

T.E. Lawrence, *The Seven Pillars of Wisdom*, 1922, npn.
Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.384, cat. no.411.3

The present lot is one of five illustrations Nash produced on commission from T.E. Lawrence (also known as Lawrence of Arabia), to be reproduced in the autobiographical account of his experiences as British soldier during the Arab Revolt of 1916-18, *The Seven Pillars of Wisdom*.



188



189



190



191



192

190^{AR}

Anthony Gross (British, 1905-1984)

'Traffic in Lambeth'

signed twice 'Antony Gross' (lower left/lower right),

watercolour and pen and ink

38 x 56cm (14 15/16 x 22 1/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With The Leicester Galleries, November 1954, purchased by the artist Sidney Causer, thence by family descent.

191^{AR}

Bryan Ingham (British, 1936-1997)

'Kynance'

inscribed and dated 'KYNANCE February 1969' (lower right), pencil and watercolour on paper laid to panel

26.5 x 35cm (10 7/16 x 13 3/4in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Acquired from the artist's studio at Tremayne Manor

192^{AR}

Thérèse Oulton (British, born 1953)

Between times

signed and dated 'Thérèse Oulton/Aug '03' (on canvas verso), oil on canvas

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

£1,500 - 2,000

€1,800 - 2,400

193^{AR}

Adrian Berg RA (British, born 1929)
Gloucester Lodge, Regent's Park, autumn
signed and dated 'Adrian Berg/80/3' (on canvas
verso), oil on canvas
106.5 x 106.5cm (41 15/16 x 41 15/16in).
£3,000 - 5,000
€3,600 - 5,900

PROVENANCE:
With Piccadilly Gallery



193

194^{AR}

Bryan Organ (British, born 1935)
Corn on the cob
signed and dated 'Bryan Organ.64.' (lower
right), oil on board
50.5 x 60.5cm (19 7/8 x 23 13/16in).
£1,000 - 1,500
€1,200 - 1,800



194



195

195^{AR}

Richard Eurich A.R.A. (British, 1903-1992)

'Misty Day'

signed and dated 'R.Eurich '81' (lower left);
titled and signed (on board verso), oil on board,
20 x 29cm (8 x 11 1/2in).

£1,200 - 1,800

€1,400 - 2,100

PROVENANCE:

With the Bruton Gallery, Somerset, 1981.



196

196^{AR}

Richard Eurich A.R.A. (British, 1903-1992)

Greenham Common

signed and dated 'R.Eurich '85' (lower
right); further signed, titled and dated again
"GREENHAM COMMON' 1985/RICHARD
EURICH R.A.' (verso)

oil on board

41.8 x 53.5 cm. (16 1/2 x 21 in.)

£2,000 - 3,000

€2,400 - 3,600

EXHIBITED:

London, Royal Academy of Arts, *Summer
Exhibition*, 1986

This work will appear in the forthcoming
catalogue raisonné of Richard Eurich being
prepared by Christine Clearkin and we are
grateful to her for her assistance in cataloguing
this lot.



197

197^{AR}

Richard Eurich A.R.A. (British, 1903-1992)

'Sunrise, Frosty Morning'

signed and dated 'R.Eurich 79 (lower right);
titled, dated and signed (on board verso), oil
on board

21 x 25cm (8 1/4 x 9 13/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

With Fosse Gallery

EXHIBITED:

New English Art Club, 1980

198^{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.)

£1,500 - 2,000

€1,800 - 2,400

EXHIBITED:

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



198

199^{AR}

John Piper CH (British, 1903-1992)

Poelfoen, Brittany
signed 'John Piper' (lower right) and inscribed
'Poelfoen' (lower left), watercolour
34 x 52cm (13 3/8 x 20 1/2 in.)

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

With Fosse Gallery



199

200^{AR}

John Piper (British, 1903-1992)

Le Martyre, Finistère
signed and titled 'John Piper/Finistere La
Martyre' (lower right)
mixed media on paper
35.6 x 52 cm. (14 x 20 1/2 in.)

Executed 1959

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE:

With The Marlborough Galleries, London
Possibly Sale; Christie's, London, 7 June 1991,
lot 220



200



201

201^{AR}

Peter Potworowski (Polish, 1898-1962)

Bridge

oil on canvas

39 x 59cm (15 3/8 x 23 1/4in).

Together with the painting's original wooden carrying case.

£3,000 - 5,000

€3,600 - 5,900



202

202^{AR}

Donald McIntyre (British, 1923-2009)

'Dark Bay'

signed 'D McINTYRE' (lower right); titled and

signed (on board verso),

oil on board

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

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With Howard Roberts Gallery



203

203^{AR}

Donald McIntyre (British, 1923-2009)

Beach and Bay

signed 'D McINTYRE' (lower right),

oil on board

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

£2,000 - 3,000

€2,400 - 3,600



204



205

204^{AR}

John Lowrie Morrison (British, born 1948)
 Storm over Isle of Gigha
 signed 'Jolomo' (lower right); further signed, titled and dated '2013'
 (verso), oil on canvas
 76 x 76cm (29 15/16 x 29 15/16in).
 £3,000 - 5,000
 €3,600 - 5,900

205^{AR}

Frederick Gore CBE RA (British, 1913-2009)
 Leicester Square, night
 signed 'F Gore' (lower left), oil on canvas
 60.5 x 72cm (23 13/16 x 28 3/8in).
 £4,000 - 6,000
 €4,700 - 7,100



206

206^{AR}

Arthur Hayward (British, 1889-1970)

Pedn Olva, St Ives

signed 'A HAYWARD' (lower right), oil on panel
30.5 x 39.5cm (12 x 15 9/16in).

£2,000 - 3,000

€2,400 - 3,600

207^{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.)

£2,000 - 3,000

€2,400 - 3,600

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.



207

208^{AR}

Donald McIntyre (British, 1923-2009)

'The Hill, Port Isaac'

signed with initials 'DMc' (lower left); titled and signed (on label verso), oil on board

28.5 x 38.5cm (11 1/4 x 15 3/16in).

£1,500 - 2,000

€1,800 - 2,400



208

209^{AR}

Tristram Hillier R.A. (British, 1905-1983)

Pozuela del Rey

signed and dated 'Hillier/73' (lower right);

further signed, inscribed and dated again 'T.

Hillier "POZUELA DEL REY". 1973' (on the canvas overlap)

oil on canvas

61 x 81 cm. (24 x 32 in.)

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE:

With Arthur Tooth & Sons, London

Mr. Jepson, London

Thence by family descent

Of the thirty two paintings included in his June 1973 exhibition at Arthur Tooth & Sons, Hillier made several depictions of the unpopulated urban landscapes of Southern Spain, including in particular the municipality of Brozas.

Although not included in the exhibition, the current work also dates from this period, here depicting the small tranquil suburb on the Southeast outskirts of the Madrid community.



209



210

210^{AR}

Sir Jacob Epstein (British, 1880-1959)

Baby asleep

signed 'EPSTEIN' with foundry stamp 'A.A Hebrard', bronze
31.5 cm (12 1/2in)(height, including base)

£2,000 - 3,000

€2,400 - 3,600



211

211^{AR}

William John Leech (Irish, 1881-1968)

Portrait bust of May Botterell, the artist's wife

circa 1920-1925; signed 'Leech', with foundry stamp 'DAF 89' and
numbered 9/12, bronze

19 in (48cm)(height, including base)

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

The Late Alan Denson



212



213

212* 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.)

£2,000 - 3,000
 €2,400 - 3,600

PROVENANCE:
 Private Collection, South Africa

213* 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.)

£5,000 - 7,000
 €5,900 - 8,300

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



214

214

Sir John Lavery R.A., R.S.A., R.H.A. (1856-1941)

Moonrise; Tangier

signed 'J. Lavery' (lower right); further signed, inscribed and dated 'Moonrise; Tangier/John Lavery/1920' (verso) and signed, inscribed and dated again 'MOONRISE/TANGIER EVENING/LAVERY/1925' (on the backboard)

oil on canvasboard

25.1 x 35.3 cm. (9 7/8 x 13 7/8 in.)

£7,000 - 9,000

€8,300 - 11,000

PROVENANCE:

Sale; Sotheby's, London, 18 May 2000, lot 108, where acquired by the present owner

In January 1920 the Laverys returned to Tangier for what was to be their final Moroccan tour – one that would include a sea journey down the African coast to Rabat and from there, an overland journey to Marrakesh. However, much of the time was spent at Dar-el-Midfah, the

painter's house on Mount Washington, to the south-west of Tangier, a 'beautiful suburb' according to Selwyn Brinton, '... where are some of the best European residences'. Here the painter revisited familiar motifs. At the 'cool, delicious hour of sunset' he would follow the local custom, repair to the flat rooftop of his house and there he would paint the moon rising above the villas on the distant ridges (Selwyn Brinton MA, 'An English Artist in Morocco', *The Connoisseur*, vol xix, 1907, p.37-8).

A number of these small skyscapes, from various winter sojourns have survived, as indeed have larger canvases showing his Arab servants listening to music or gazing out to sea from the house-top – one such, *Evening on the Housetop, Tangier*, (Private Collection) was painted on the current trip. The present work, with its sensuous rivulets of paint, must surely indicate that Lavery's lyrical feeling for the handling of materials had not deserted him. Its spontaneity provides further evidence of the exuberance that such moments on the motif produced.

We are grateful to Professor Kenneth McConkey for compiling this catalogue entry.



215



216

215^{AR}

Letitia Marion Hamilton R.H.A. (Irish, 1878-1964)

Sketch for Fair Day, Castlepollard, Westmeath

signed with initials 'LMH' (lower right)

oil on canvas

40.6 x 50.8 cm. (16 x 20 in.)

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

With The Dawson Gallery, Dublin

Sale; James Adam & Sons, Dublin, 19 May, 1983, lot 63 (as *Fair day, Castlepollard-sketch*)

216^{AR}

Dorothea Sharp (British, 1874-1955)

'Sketch in Dorset'

signed with initials 'DS' (lower left); titled (on handwritten label verso),

oil on board

33 x 40.5cm (13 x 15 15/16in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

Sale, Sotheby's London, 11 November 1981, lot 182

Coughton Galleries Ltd, Warwickshire



217



218

217^{AR}

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

'Sunset in Tuscany' 1965

signed 'Fedden' (lower left), watercolour and bodycolour

34.5 x 24.5cm (13 9/16 x 9 5/8in).

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE:

With The New Art Centre.

218^{AR}

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

Still life with Amaryllis

signed and dated 'Fedden 1988' (lower left),

watercolour

25.5 x 17.5cm (10 1/16 x 6 7/8in).

£2,000 - 3,000

€2,400 - 3,600



221



219

219^{AR}

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

Bird

signed and dated 'Fedden 1985' (lower right), watercolour and collage
18 x 14cm (7 1/16 x 5 1/2in).

£1,000 - 1,500

€1,200 - 1,800

220^{AR}

Fred Yates (British, 1922-2008)

Flowers in orange vase

signed 'FRED YATES' (lower right), oil on canvas
35 x 30.5cm (13 3/4 x 12in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Courcoux & Courcoux

221^{AR}

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

Still life with fruit

signed and dated 'Fedden 1985' (lower left), watercolour and collage
20.5 x 20.5cm (8 1/16 x 8 1/16in).

£1,500 - 2,000

€1,800 - 2,400



220



222



223



224

222^{AR}

John Armstrong (British, 1893-1973)

Sunset Fruit Study

circa 1966/1967, oil on canvas

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

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

Purchased direct from the artist by the present owner

223

Debbie Urquhart (British, born 1972)

Still life with white tulips and St Ives view

signed with initials 'DU'(lower left), oil on board

41 x 51cm (16 1/8 x 20 1/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

With Redfern Gallery

224^{AR}

John Armstrong (British, 1893-1973)

Still life with apples

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

28.5 x 39cm (11 1/4 x 15 3/8in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

Purchased direct from the artist by the present owner



227

225^{AR}

Attributed to Patrick Hennessy (Irish, 1915-1980)

Still life with fern

oil on canvas

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

unframed

£800 - 1,200

€950 - 1,400

PROVENANCE:

Acquired direct from the artist by the vendor's mother who was a fellow student of Hennessys at Dundee College of Art



225

226^{AR}

John Armstrong (British, 1893-1973)

Still life with onions

signed and dated 'John Armstrong 62' (lower right), oil on canvas

40.5 x 35.5cm (15 15/16 x 14in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

Purchased direct from the artist by the present owner

227^{AR}

Patrick Hennessy (Irish, 1915-1980)

Still life with shell

signed and dated 'HENNESSY/35' (lower left), oil on canvas

35.5 x 45.5cm (14 x 17 15/16in).

with oil sketch on canvas verso

£1,800 - 2,500

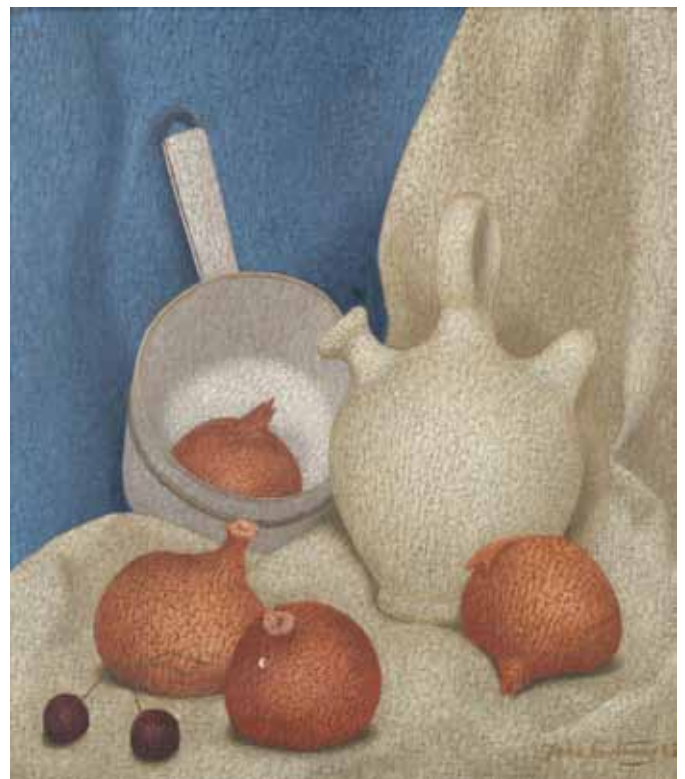
€2,100 - 3,000

PROVENANCE:

Acquired direct from the artist by the vendor's mother who was a fellow student of Hennessys at Dundee College of Art

EXHIBITED:

Birmingham Exhibition 1936



226



228

228^{AR}

Frederick Cuming RA NEAC (British, born 1930)

Tawny Owl

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

41 x 31cm (16 1/8 x 12 3/16in).

£2,500 - 3,500

€3,000 - 4,100



229

229^{AR}

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

Portrait of Julian Trevelyan and Three Owls

signed and dated 'Fedden 1986' (lower right),
oil on canvas

61 x 52cm (24 x 20 1/2in).

£4,000 - 6,000

€4,700 - 7,100



230

230^{AR}

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

'Snape Garden'

inscribed as titled to label verso, signed 'Fedden' (lower left), dated 1948

to label verso, oil on board

47 x 66cm (18 1/2 x 26in).

£6,000 - 8,000

€7,100 - 9,500

PROVENANCE:

Purchased direct from the artist.



231



232



233

231

Edward Wolfe (South African, 1897-1982)

Summer landscape with mountains beyond
signed 'Wolfe' (lower right),
oil on canvas

70 x 95.5cm (27 9/16 x 37 5/8in).

£2,000 - 3,000

€2,400 - 3,600

232^{AR}

John Bellany CBE RA HRSA LLD(Lon) (British, 1942-2013)

'St Abbs'

signed 'Bellany' (lower right); further signed (canvas verso),
oil on canvas

91 x 121.5cm (35 13/16 x 47 13/16in).

unframed

£1,800 - 2,200

€2,100 - 2,600

233^{AR}

Patrick Hayman (British, 1915-1988)

Cornish Church

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

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

circa 1952

£1,500 - 2,000

€1,800 - 2,400



234

234^{AR W}

John Bellany CBE RA HRSA LLD(Lon) (British, 1942-2013)

The Final Farewell

signed 'Bellany' (upper left), oil on canvas

172 x 152cm (67 11/16 x 59 13/16in).

unframed

£5,000 - 7,000

€5,900 - 8,300



235



236

235^{AR}
John Anthony Park (British, 1880-1962)
Harbour scene
signed 'JA PARK' (lower left),
oil on board,
32.5 x 40.5cm (12 13/16 x 15 15/16in).
£2,000 - 3,000
€2,400 - 3,600

236^{AR}
John Anthony Park (British, 1880-1962)
Entering harbour under moonlight
signed 'JA PARK' (lower right),
oil on board
37 x 47cm (14 9/16 x 18 1/2in).
£2,000 - 3,000
€2,400 - 3,600



237



238

237^{AR}

John Anthony Park (British, 1880-1962)

Figures and beached boats
signed 'JA PARK' (lower right),

oil on board,

30.5 x 40cm (12 x 15 3/4in).

£1,500 - 2,000

€1,800 - 2,400

238^{AR}

John Anthony Park (British, 1880-1962)

Harbour scene with figures unloading a boat
signed 'JA PARK' (lower right),

oil on board,

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

£2,000 - 3,000

€2,400 - 3,600



239



241



240

239^{AR}

Maxwell Ashby Armfield (British, 1882-1972)

Basket of flowers

signed with monogram, tempera on board

36 x 31cm (14 3/16 x 12 3/16in).

£1,500 - 2,000

€1,800 - 2,400

240^{AR}

William Dring (British, 1904-1990)

Poppies

signed and dated 'William Dring '43' (lower left), oil on canvas

60 x 50cm (23 5/8 x 19 11/16in).

£1,000 - 1,500

€1,200 - 1,800

241^{AR}

Madeline Green (British, 1884-1947)

'Honesty'

signed 'M GREEN' (lower left); titled on label (verso) and further titled on canvas overlap, oil on canvas

40 x 35cm (15 3/4 x 13 3/4in).

£1,500 - 2,000

€1,800 - 2,400



242

242^{AR}

Doris Clare Zinkeisen (British, 1898-1991)

'The Postboy'

signed 'Doris Zinkeisen' (lower right); titled on

board (verso), oil on board

37 x 66cm (14 9/16 x 26in).

£1,500 - 2,000

€1,800 - 2,400

243^{AR}

Doris Clare Zinkeisen (British, 1898-1991)

Horse and trap

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

canvas

51 x 76.5cm (20 1/16 x 30 1/8in).

£1,000 - 1,500

€1,200 - 1,800



243

244^{AR}

Feliks Topolski (Polish, 1907-1989)

'Roma'

inscribed 'ROMA' and signed and dated 'Feliks

Topolski 1944' (lower right), oil on canvas

70 x 88cm (27 1/2 x 34 5/8in).

£1,500 - 2,500

€1,800 - 3,000



244



245

245^{AR}

Algernon Cecil Newton (British, 1880-1968)

Landscape sketch with white house
signed with monogram and dated '1935'
(lower left), oil on canvas laid to board

17.5 x 25cm (6 7/8 x 9 13/16in).

£1,000 - 1,500

€1,200 - 1,800



246

246^{AR}

**Maurice Canning Wilks R.U.A., A.R.H.A.
(Irish, 1910-1984)**

'After Rain, Achill Island'
signed 'Maurice C. Wilks' (lower left), oil on
canvas

47 x 56.5cm (18 1/2 x 22 1/4in).

£1,500 - 2,000

€1,800 - 2,400



247

247^{AR}

Augustus Edwin John O.M. (British, 1878-1961)

Female figure

signed 'John' (lower left),

wash, pen and ink

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

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Private Collection, Dublin, Ireland

Augustus John made many lyrical pen and ink line drawings of female figures, sometimes set in some form of background, and all drawn from the imagination. The present work is dateable to around 1910-1915.

We are grateful to Rebecca John for her assistance in cataloguing this lot.



248

248^{AR}

Grace Henry (Irish, 1863-1953)

Resting female

studio stamp (verso), oil on paper

38.3 x 32cm (15 1/16 x 12 5/8in).

£1,500 - 2,000

€1,800 - 2,400



249

249^{AR}

William John Leech (Irish, 1881-1968)

The Custom House, Dublin

signed 'Leech' (lower left)

oil on canvasboard

15 x 20.2 cm. (6 x 8 in.)

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE:

Private Collection, U.K.

The Custom House in Dublin is a neoclassical 18th century building which houses the Department of Environment, Heritage and Local Government. It was designed by eminent architect James Gandon as his first large scale commission and opened in 1791.



250

250^{AR}

Frank Brangwyn (British, 1867-1956)

Draughts

oil on card laid to canvas

48.9 x 69.2 cm. (19 1/4 x 27 1/4 in.)

£3,000 - 5,000

€3,600 - 5,900

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

251^{AR}

Derek Hill (British, 1916-2000)

Portrait of Wilfred Thesiger

oil on canvas

40.5 x 35.5cm (15 15/16 x 14in).

£3,000 - 5,000

€3,600 - 5,900

EXHIBITED:

The Glebe Gallery, Derek Hill Exhibition, July 1987

LITERATURE:

Bruce Arnold, *Derek Hill*, Quartet Books, London, 2012, page number unknown (ill.b&w)

Major Sir Wilfred Patrick Thesiger was a famed British explorer, travel writer and photographer most noted as author of the travel classic *Arabian Sands* 1959. He became known as 'Mubarak bin London' meaning 'the blessed one from London' in Arabic.



251

252^{AR}

Derek Hill (British, 1916-2000)

Mrs Hobson

oil on canvas

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

£1,500 - 2,000

€1,800 - 2,400

EXHIBITED:

London, The Nicholson Gallery, *Exhibition of Paintings by Derek Hill*, 3-24 February 1943 (ill.b&w on the cover)



252



253

253^{AR}

Sherree Valentine-Daines (British, born 1956)

Barge at Windsor on The Thames

signed with initials 'SEVD' (lower right); further signed and titled (verso), oil on canvas

66 x 50.5cm (26 x 19 7/8in).

£2,000 - 3,000

€2,400 - 3,600



254

254^{AR}

Sherree Valentine-Daines (British, born 1956)

Fun in the Thames

signed with initials 'SEVD' (lower right), oil on board

90.5 x 69.7cm (35 5/8 x 27 7/16in).

£6,000 - 8,000

€7,100 - 9,500

LITERATURE:

Sherree Valentine Daines - Your Days, My Days, published by De Montfort Fine Art, 2011, illustrated.



257

255^{AR}

Jacqueline Williams (British, born 1962)

Nude

signed with initials 'JW' (lower right), oil on board

57 x 36cm (22 7/16 x 14 3/16in).

£1,000 - 1,500

€1,200 - 1,800

256^{AR}

Ken Howard R.A. (British, born 1932)

Still life with daffodils

signed 'Ken Howard' (lower right),

oil on canvas

51 x 41cm (20 1/16 x 16 1/8in).

£2,000 - 3,000

€2,400 - 3,600

257^{AR}

Martin Yeoman (British, born 1953)

Standing nude

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

92 x 61.5cm (36 1/4 x 24 3/16in).

£1,000 - 1,500

€1,200 - 1,800



255



256



258



259

258^{AR}
 Julian Trevelyan R.A. (British, 1910-1988)
 'The Corner'
 signed and dated 'Trevelyan 84' (lower right),
 oil on canvas
 31.5 x 41.5cm (12 3/8 x 16 5/16in).
 £2,000 - 3,000
 €2,400 - 3,600

EXHIBITED:
 New Grafton Gallery, 21.3.85, cat no:15

259^{AR}
 Julian Trevelyan R.A. (British, 1910-1988)
 'The Crew'
 signed and dated 'Trevelyan 85' (lower left), oil on canvas
 40.5 x 52.5cm (15 15/16 x 20 11/16in).
 £3,000 - 5,000
 €3,600 - 5,900

PROVENANCE:
 With Fosse Gallery

EXHIBITED:
 Royal West of England Academy, 1985



260

260^{AR}

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

Prisoner's Cove, Cork

signed and dated 'Fedden '06' (lower left), oil on canvas

50 x 60cm (19 11/16 x 23 5/8in).

£5,000 - 7,000

€5,900 - 8,300



261

261^{AR}
Gerald Laing (British, 1936-2011)
'Landscape Over Ruins of Music'
signed, inscribed, titled and dated 'No.2./Gerald
Laing/1962/'LANDSCAPE OVER RUINS/OF MUSIC'. (verso)
oil on canvas
91 x 61 cm. (35 3/4 x 24 in.)
£6,000 - 8,000
€7,100 - 9,500



262

262^{AR}
Gerald Laing (British, 1936-2011)
'Harvest Landscape'
titled, inscribed and dated 'HARVEST LANDSCAPE/SUMMER 1962'
(verso)
oil on canvas
91.5 x 60.9 cm. (36 x 24 in.)
£6,000 - 8,000
€7,100 - 9,500

263^{AR}

Denis Mitchell (British, 1912-1993)

Carah

signed with initials and numbered 'DAM/76/B' (at the base of the bronze); further signed with initials, titled and dated 'CARAH/DAM 1977' (on the base)

bronze with a gold patina on a marble base

36.7 cm. (14 1/2 in.) (height, including base)

£4,000 - 6,000

€4,700 - 7,100

264^{AR}

Frederick Edward McWilliam (British, 1909-1992)

Waking-Up Figure

signed with initials and numbered 'MCW 2/5' (on the side)

bronze with a brown patina

25 cm. (9 7/8 in.) long

Conceived in 1962

£8,000 - 12,000

€9,500 - 14,000

PROVENANCE:

Private Collection, U.K., since circa 1960s

EXHIBITED:

London, Waddington Galleries, *F.E. McWilliam*, 28 May-22

June 1963, cat.no.16 (another cast)

Hillsborough, Co. Down, Art Centre, 1971 (another cast)

London, Tate Gallery, *F.E. McWilliam Sculpture 1932-1989*,

10 May-9 July 1989, cat.no.46 (another cast)

LITERATURE:

Roland Penrose, *McWilliam*, Alec Tiranti, London, 1964, cat. no.136 (another cast ill.)

Denise Ferran and Valerie Holman, *The Sculpture of F.E.*

McWilliam, Lund Humphries, Surrey, 2012, p.137. cat.

no.251 (another cast ill.b&w)



263



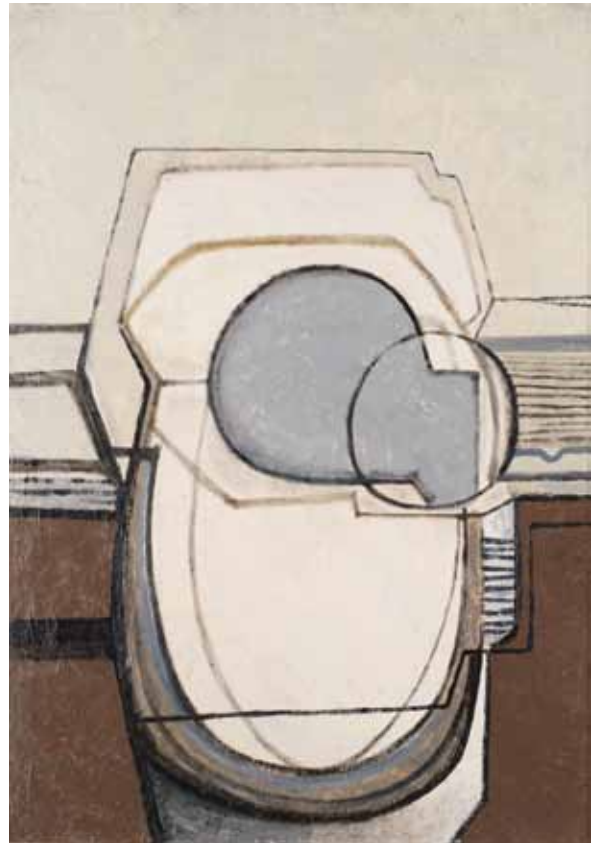
264



265



266



267

265^{AR}

Rachel Nicholson (British, born 1934)

'Blue spotted mug, pewter mug'

signed 'Rachel Nicholson', titled and dated 'Spring 1986'

(verso), oil on board

24 x 31.5cm (9 7/16 x 12 3/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

With Montpellier Studio

266^{AR}

David Carr (British, 1915-1968)

'Machine'

studio stamp (on board verso), oil on board

61 x 76cm (24 x 29 15/16in).

£1,200 - 1,800

€1,400 - 2,100

PROVENANCE:

Sale, David Carr studio sale, Sotheby's London, 7th June 2007

267^{AR}

David Carr (British, 1915-1968)

Abstract II

studio stamp (on board verso), oil on board

68.5 x 48cm (26 15/16 x 18 7/8in).

£1,200 - 1,800

€1,400 - 2,100

PROVENANCE:

Sale, David Carr studio sale, Sotheby's London, 7th June 2007



270



268

268^{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

£4,000 - 6,000

€4,700 - 7,100

269^{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

£3,000 - 5,000

€3,600 - 5,900

270^{AR}

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 26 in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

Purchased by the current owner at Eigse, Carlow



269



271



272

271^{AR}

Alan Davie CBE HRSW (British, born 1920)

Untitled, 1959

oil on paper laid to board

42 x 53.5cm (16 9/16 x 21 1/16in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE:
With Gimpel Fils

272^{AR}

Alan Davie CBE HRSW (British, born 1920)

Joyfull Bridge 1961

signed, inscribed and dated twice 'Alan Davie 61/JOYFULL [sic] BRIDGE
1961-70 (upper right)

oil on paper

29 x 63cm (11 7/16 x 24 13/16in).

£6,000 - 8,000

€7,100 - 9,500

PROVENANCE:
With Gimpel Fils, London
With Goldmark Gallery, where purchased by the present owner
Private Collection, UK



273

273^{AR}

William Gear (British, 1915-1997)

'Vertical Element'

signed and dated 'Gear 55' (lower right); signed, titled and dated 'OCT 55' (on canvas verso), oil on canvas

55.5 x 33.5cm (21 7/8 x 13 3/16in).

£2,000 - 3,000

€2,400 - 3,600



274

274^{AR}

Eileen Agar (British, 1899-1991)

'Le Rouge et le Noir'

signed 'AGAR' (lower right); further signed and dated '1979' (verso) and titled and dated (on label verso), oil on canvas

60.5 x 40.5cm (23 13/16 x 15 15/16in).

£2,000 - 3,000

€2,400 - 3,600



275

275* AR

Dame Elisabeth Frink R.A. (British, 1930-1993)

Dead Leveret (Dead Rabbit)

bronze with a brown patina on a steel base

101.4 cm. (39 3/4 in.) high (including base)

Plaster conceived circa 1954, bronze cast 9 April 1956 at the Galizia & Sons Foundry, London, unique

£15,000 - 20,000

€18,000 - 24,000

PROVENANCE:

Hon. Robert Erskine

Sale; Sotheby's, London, 27 June 1979, lot 151 (as *Leveret*), where acquired by the present owner

EXHIBITED:

London, St. George's Gallery, *Elisabeth Frink*, May-June 1955, cat.no.3 (as *Dead Rabbit*, plaster cast exhibited)

LITERATURE:

Jill Wilder, *Elisabeth Frink Sculpture; Catalogue Raisonné*, Harpvaie, London, 1984, p.141, cat.no.19 (as *Dead Rabbit*), listed as whereabouts unknown)

Annette Ratuszniak, *Elisabeth Frink; Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.49, cat.no.24 (ill.b&w)

In the years following the end of World War II, Dame Elisabeth Frink became preoccupied with the after-effects of such violence and aggression. She embarked on a series of bronzes depicting animals either in their death throes or already dead, reflecting her concern. Several of these victims appear to contort in an apparent display of agony. *Dead Cat*, dating from the same year as the present work, is one such work. Although never cast in bronze, the lost plaster is known from an image and shows the writhing animal in an expression of twisted defeat. *Dead Hen* (1957), a cast of which is in the Tate Collection, is another. *Dead Leveret (Dead Rabbit)* however, by contrast exhibits a certain degree of peace. There is something of a tender poignancy in the way the rabbit's small paws are tethered together and the manner in which the limp body and ears are quietly suspended. These expressionist sculptures from the 1950s were partly informed by French sculptor Germaine Richier and also relate to the still life paintings of Soutine.



276

276^{AR}

Denis Mitchell (British, 1912-1993)

Gwenap

signed with initials, inscribed, dated and numbered 'GWENAP/
DAM/68/3/3' (under the base)

polished bronze and dark brown patina

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

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE:

Acquired directly from the artist by the present owner



277

277^{AR}

Denis Mitchell (British, 1912-1993)

Tolgus

signed with initials and inscribed 'TOLGUS/DAM' (under the base)

polished bronze and green patina

48cm. (18 7/8in) (height, including base)

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

Acquired directly from the artist by the present owner

End of Sale

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**SIR ALFRED JAMES MUNNINGS
PRA, RWS (BRITISH, 1878-1959)**

The Fair (detail)
oil on canvas
50.8 x 61cm (20 x 24in).
£150,000 - 250,000

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FOR ENTRIES**

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

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 Unproviability" 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 *Lot* 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	MISCELLANEOUS	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;	10.1		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	11	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.
8.1.10	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.	10.2		11	
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.	10.3		11	
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.	10.4		11	

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		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* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), *"Seller"* includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

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

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

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

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

"Storage Contractor" means the company identified as such in the *Catalogue*.

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

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

GLOSSARY

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

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

"bailee": a person to whom goods are entrusted.

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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I will collect the purchases myself
 Please contact me with a shipping quote (if applicable)

Sale title: Modern British, Irish and East Anglian Art		Sale date: 19 November 2013													
Sale no. 20779		Sale venue: Knightsbridge													
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Customer Number		Title													
First Name		Last Name													
Company name (to be invoiced if applicable)															
Address															
City		County / State													
Post / Zip code		Country													
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Preferred number(s) in order for Telephone Bidding (inc. country code)															
E-mail (in capitals) <input type="text"/>															
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If registered for VAT in the EU please enter your registration here:		Please tick if you have registered with us before <input type="checkbox"/>													
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