# Bonhams

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# Scottish Art

Thursday 5 December 2013 at 2 pm Edinburgh

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# Scottish Art

Thursday 5 December 2013 at 2pm 22 Queen Street, Edinburgh

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# Illustrations

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1 Follower of William Aikman (Forfar 1682-1731 London) Patie Birnie, the Fiddler of Kinghorn oil on canvas  $38 \times 32 \text{ cm.} (14 \ 15/16 \times 12 \ 5/8 \ in.)$ unframed £400 - 600 US\$640 - 960 €470 - 710

This is a version of the picture sold in these rooms on August 20, 2012, lot 14  $\,$ 

# 2

2

Kenneth Macleay RSA (1802-1878) The Miller of Invernahyle inscribed 'The Miller of/Invernahyle/vide Waverley' (on label verso) oil on panel 24.5 x 18 cm. (9 5/8 x 7 1/16 in.) £600 - 800 US\$960 - 1,300 €710 - 950

A watercolour version of this picture, dated 1855, was sold in these rooms on August 24, 2007 (lot 1286). Macleay noted in a letter which accompanied the lot:

'The subject is ideal and meant to represent *The Miller of Invernahyle* who, at the Battle of Prestonpans, struck down with his Lochaber axe, the famous *Colonel Gairdner*'







# 3 3

Circle of William Aikman (Forfar 1682-1731 London) Portrait of John Stirling (1677-1736), Provost of Glasgow oil on canvas, feigned oval 75 x 61.5 cm. (29 1/2 x 24 3/16 in.) £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400

PROVENANCE: The sitter's family Thence by descent

EXHIBITED: Glasgow Museums, *The Glasgow Portrait Exhibition*, 1868, cat.no. 30 Glasgow Museums, *Glasgow Exhibition*, 1894, cat.no. 41

# 4

Sir John Baptist de Medina (Brussels 1659-1710 Edinburgh) Lady Susan Hamilton bears inscription 'Lady Susan Hamilton' (lower right) oil on canvas, oval 76 x 64 cm. (29 15/16 x 25 3/16 in.) £2,000 - 3,000 U\$\$3,200 - 4,800 €2,400 - 3,500

# 5

Circle of Giorgio Domenico Dupra (Turin 1689-1770) Prince Charles Edward Stuart oil on canvas 93.5 x 65.5 cm. (36 13/16 x 25 13/16 in.) £2,000 - 3,000 US\$3,200 - 4,800 €2,400 - 3,500



### 6 Th

Thomas Hudson (Devon 1701-1779 Twickenham)

Three-quarter length portrait, called Flora MacDonald, wearing a satin dress and holding a rose oil on canvas

126 x 101 cm. (49 5/8 x 39 3/4 in.) £7,000 - 10,000 US\$11,000 - 16,000 €8,300 - 12,000

## PROVENANCE:

According to the archive of Flora MacDonald images in the Scottish National Portrait Gallery, this portrait had been the property of Joseph Kent Richardson RSW, Edinburgh artist and dealer Private collection, Scotland

Another version of this picture is reproduced in the SNPG's 'Flora MacDonald' archive.

Flora MacDonald (1722-1790) was the Uist-born Jacobite heroine who helped Bonnie Prince Charlie escape to the Isle of Skye after Culloden, disguised as her maidservant. She was imprisoned in London until the following year, 1747, when she was released whereupon she became something of a celebrity. The rose and tartan bow are typical motifs in the few extant portraits of Flora.



7

Attributed to William Aikman (Forfar 1682-1731 London) John Campbell, 2nd Duke of Argyll oil on canvas *127 x 101.5 cm. (50 x 39 15.16 in.)* £7,000 - 10,000 US\$11,000 - 16,000 €8,300 - 12,000

This portrait relates to one by Aikman in the Scottish National Portrait Gallery. Aikman is known to have painted Campbell on at least fourteen occasions.

John Campbell was a noted Unionist and accomplished soldier, who commanded the government forces in the defeat of the Earl of Mar's Jacobites at Sheriffmuir. In recognition of this he was awarded the Dukedom of Greenwich.





9





Manner of Patrick Nasmyth Landscape in Surrey oil on canvas 35 x 46.5 cm. (13 3/4 x 18 5/16 in.) £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400

PROVENANCE: William RD Duke; his sale, Christie's, 27 June, 1891 With Ian MacNicol, Glasgow

# 9\*

Horatio McCulloch, RSA (British, 1805-1867)

Deer in an extensive wooded landscape signed 'H McCulloch' (lower right) oil on canvas 35 x 48 cm. (13 3/4 x 18 7/8 in.) £2,000 - 3,000 US\$3,200 - 4,800 €2,400 - 3,500

# 10<sup>AR</sup>

William Miller Frazer, RSA (British, 1864-1961) Girl by a farm pond signed with initials 'WMF' (lower right) oil on canvas 25 x 35 cm. (9 13/16 x 13 3/4 in.) €600 - 800 US\$960 - 1,300 €710 - 950





# 12

## 11 James Faed Jnr (1856-1920)

On the river Almond signed and dated 'James Faed Jr/May 1893' (lower left), signed and inscribed 'Almondell Old Bridge/On the Almond/James Faed Jr' (on label verso) oil on canvas 60 x 90 cm. (23 5/8 x 35 7/16 in. ) £2,000 - 3,000 US\$3,200 - 4,800 €2,400 - 3,500

# 12

John Milne Donald (1819-1866) The head of Loch Lomond, looking to Ben Vorlich signed and dated 'J Milne Donald 60' (lower left) oil on canvas 59 x 95 cm. (23 1/4 x 37 3/8 in.) £3,000 - 5,000 US\$4,800 - 8,000 €3,500 - 5,900



# 13\*

Arthur Melville, ARSA RSW ARS (1855-1904) Lady with a Fan oil on panel 35 x 45.8 cm. (13 3/4 x 18 in.) £4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100

# PROVENANCE:

The Artist's Family With the Fine Art Society, London, February 1978 Sale; Phillips, Edinburgh, 7 April, 2000, lot 158

The restrained tone and experimental handling would seem to date this to the later 1880s. The composition/profile format recalls portraits such as *Mrs Sanderson and her daughter* shown at the New Gallery, London in 1889.

# 14

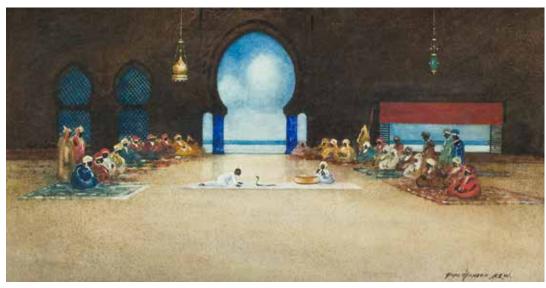
## James Whitelaw Hamilton, RSA RSW (1860-1932) On the Cliffs St. Abbs

signed 'J. Whitelaw Hamilton' (lower right), inscribed, signed and dated 'On the Cliffs St Abbs/by J Whitelaw Hamilton/1912' (on label verso) oil on panel 35 x 27 cm. (13 x 3/4 x 10 5/8 in.) £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400









16

# 15

# Waller Hugh Paton, RSA RSW (1828-1895)

Haystacks, possibly Arran signed with monogram and dated 1864 (lower right) watercolour, lunette  $6.5 \times 13.5 \text{ cm.}$  (2 9/16 x 5 5/16 in.) and another similar of a cottage on the coast (2) £1,200 - 1,800 US\$1,900 - 2,900 €1,400 - 2,100

# 16<sup>AR</sup>

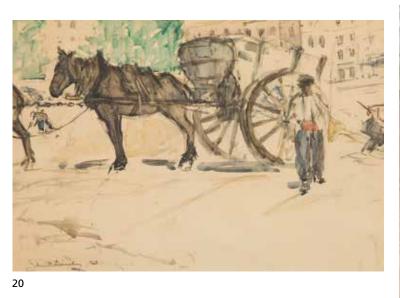
15

# Hans Jacob Hansen, RSW (1853-1947) The Snake Charmer signed 'Hans Hansen RSW' (lower right) watercolour 27 x 51 cm. (10 5/8 x 20 1/16 in.) £800 - 1,200 US\$1,300 - 1,900 €950 - 1,400





18





19

# 19

Sir David Murray, R.A., R.S.A., P.R.I., R.S.W. (1849-1933) Village in Normandy signed and dated 'David Murray/85' (lower right) watercolour laid on canvas 44.5 x 29 cm. (17 1/2 x 11 7/16 in.) £600 - 800 US\$960 - 1,300 €710 - 950

# 20<sup>AR</sup>

John Rankine Barclay (1884-1962) Sand Cart Paris signed and dated 'John R Barclay.20' (lower left) watercolour on buff paper 24 x 35 cm. (9 7/16 x 13 3/4 in.) £500 - 700 US\$800 - 1,100 €590 - 830



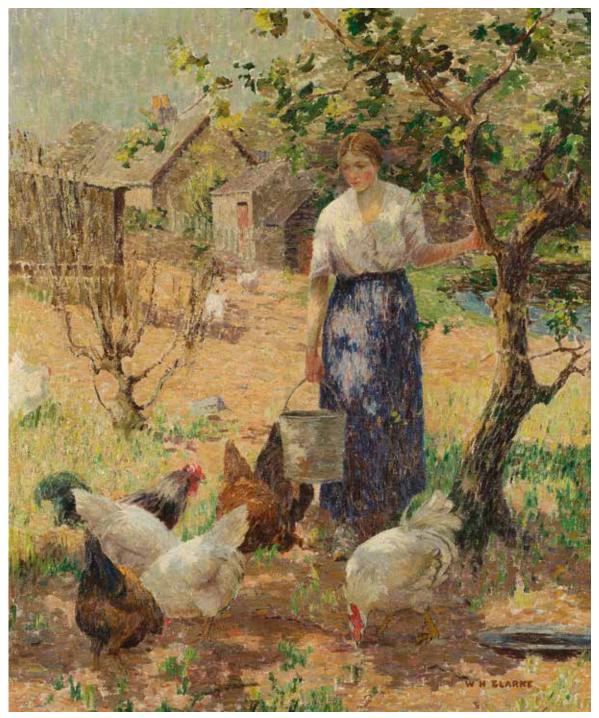
# 17

David West, RSW (1868-1936) Sailing ship in the Moray Firth signed and dated 'David West/1920' (lower right) watercolour 47 x 60 cm. (18 1/2 x 23 5/8 in.) £1,000 - 1,500 US\$1,600 - 2,400 €1,200 - 1,800

# 18

William McTaggart, RSA RSW (1835-1910) Seascape watercolour 17 x 24.5 cm. (6 11/16 x 9 5/8 in.) £600 - 800 US\$960 - 1,300 €710 - 950

PROVENANCE: The Artist's Family



21 William Hanna Clarke (1882-1924) Feeding the Hens signed 'WH Clarke' (lower right) oil on canvas 77.5 x 64 cm. (30 1/2 x 25 3/16 in.) £6,000 - 8,000 US\$9,600 - 13,000 €7,100 - 9,500



22 Robert Gemmell Hutchison, RSA RBA ROI RSW (1855-1936) The Young Fishers signed 'Gemmell Hutchison' (lower left) oil on canvasboard 24 x 34.5 cm. (9 7/16 x 13 9/16 in.) £10,000 - 15,000 US\$16,000 - 24,000 €12,000 - 18,000





# 25

# 23\*

# William Skeoch Cumming (1864-1929)

Crossing the Vaal - South Africa signed and dated 'W Skeoch Cumming/1903' (lower left) watercolour  $35 \times 59 \text{ cm.}$  (13 3/4 × 23 1/4 in.) £4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100

# 24

Louise J. Rayner (1832-1924) The Apprentice Pillar, Roslyn Chapel signed 'Louise Rayner' (lower left) watercolour 48 x 39 cm. (18 7/8 x 15 3/8 in.) £3,000 - 5,000 US\$4,800 - 8,000 €3,500 - 5,900

PROVENANCE: Matthew Wood Esq., (1813-1855), London Thence by family descent



24



26

# 25

William G. Miller (active 1891-1908) An Anxious Moment signed 'William G Miller' (lower right), signed and inscribed with title on artist's label (on backboard) watercolour  $91 \times 65 \text{ cm.}$  ( $36 \ 14/16 \times 25 \ 9/16 \text{ in.}$ ) £3,000 - 4,000 US\$4,800 - 6,400 €3,500 - 4,700

EXHIBITED: London, The Royal Academy, 1892, no.1071

# 26<sup>AR</sup>

Sir David Young Cameron RA RSA RWS RSW RE (1865-1945) Sundown on the Tay signed 'DY Cameron' (lower right) pencil on buff paper 25 x 40.5 cm. (9 13/16 x 15 15/16 in.) £300 - 500 US\$480 - 800 €360 - 590



# 27 Robert Gemmell Hutchison, RSA RBA ROI RSW (1855-1936) Children by Drying Nets signed 'Gemmell Hutchison' (lower left) watercolour and gouache

17.5 x 22.5 cm. (6 7/8 x 8 7/8 in.) £3,000 - 5,000 US\$4,800 - 8,000 €3,500 - 5,900

# 28

Robert Gemmell Hutchison, RSA RBA ROI RSW (1855-1936) Gathering Cockles signed 'Gemmell Hutchison' (lower left) watercolour 33 x 23 cm. (13 x 9 1/16 in.) £2,000 - 3,000 US\$3,200 - 4,800 €2,400 - 3,500







# 29

Robert Gemmell Hutchison, RSA RBA ROI RSW (1855-1936) A Young Navigator signed 'Gemmell Hutchison' (lower right) oil on board 22 x 27 cm. (8 11/16 x 10 5/8 in.) £8,000 - 12,000 US\$13,000 - 19,000 €9,500 - 14,000

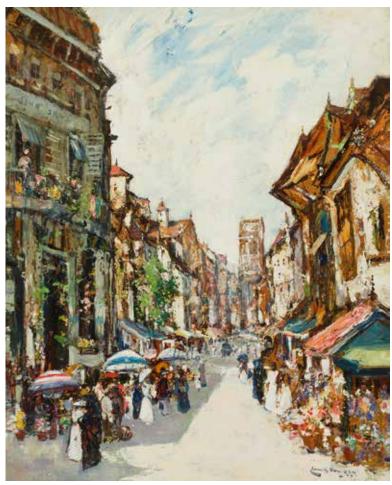
# 29A \*

Edward Atkinson Hornel (1864-1933) Happy Springtime signed and dated 'EA Hornel/1910' (lower right) oil on canvas 74 x 90 cm. (29 1/8 x 35 7/16 in.) £15,000 - 20,000 US\$24,000 - 32,000 €18,000 - 24,000

# PROVENANCE:

With George Davidson, Glasgow The collection of Sir Andrew Pettigrew, owner of Pettigrew & Stephens Ltd of Glasgow. Thence by descent to the current owner

29A



30 James Kay RSA RSW (1858-1942) Exeter signed 'James Kay R.S.W.' (lower right) oil on board 60 x 50 cm. (23 5/8 x 19 11/16 in.) £6,000 - 8,000 U\$\$9,600 - 13,000 €7,100 - 9,500

# 31\*

William Hanna Clarke (1882-1924) Summer Reading signed and dated 'WH Clarke/1920' (lower right) oil on canvas *41 x 51 cm. (16 x 20 in.)* £4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100 30









# 33

# 32

James Stuart Park (1862-1933) Cream and Red Roses signed 'Stuart Park' (twice, lower left) oil on canvas 75 x 60 cm. (29 1/2 x 23 5/8 in.) £1,000 - 1,500 US\$1,600 - 2,400 €1,200 - 1,800

# 33

James Stuart Park (1862-1933) Daffodils signed 'Stuart Park'(lower right) oil on canvas 28 x 44 cm. (11 x 17 5/16 in.) £800 - 1,200 US\$1,300 - 1,900 €950 - 1,400

# 34AR Marion Rodger Hamilton Harvey (1886-1971) West Highland terrier signed 'Marion Harvey' (lower left) oil on canvasboard

50 x 40 cm. (19 11/16 x 15 3/4 in.) £500 - 700 U\$\$800 - 1,100 €590 - 830



36A

# 35

James Kay RSA RSW (1858-1942) The Madeleine, Paris signed 'James Kay R.S.W.' (lower left) oil on board 50 x 60.2 cm. (19 5/8 x 23 5/8 cm.) £6,000 - 8,000 US\$9,600 - 13,000 €7,100 - 9,500

# 36<sup>AR</sup>

William Crosbie, RSA RGI (1915-1999) Beeches, Tigh-na-Darrach signed and dated 'Crosbie/XI.45' (lower left) oil on canvas 120 x 71 cm. (47 1/4 x 27 15/16 in.) £3,000 - 4,000 US\$4,800 - 6,400 €3,500 - 4,700

PROVENANCE: With T and R Annan, Glasgow

# 36A

# Thomas Millie Dow RSW (1848-1919) Pink Roses signed with initials 'TMD' (lower right), inscribed 'Thos. Millie Dow' to canvas (verso)

oil on canvas 40.5 x 46 cm. (15 15/16 x 18 1/8 in.) £2,000 - 3,000 US\$3,200 - 4,800 €2,400 - 3,500



36







38



Eric Robertson was born in Dumfries, first studying architecture before becoming a painter. His work, and lifestyle, came to scandalise his adopted city of Edinburgh until he was ostracised in 1923. He was influenced by the Pre Raphaelites before becoming exposed to the Celtic Revival at John Duncan's studio, and absorbing his interpretation of Symbolism. Both Robertson and his wife Cecile Walton were mainstays of the *Edinburgh Group*. His work is held by Glasgow Museums, the City of Edinburgh, Aberdeen Art Gallery and National Museums Liverpool.

# 37

Eric Harold Macbeth Robertson (1887-1941) Reclining figures in a classical setting signed and dated 'Eric Robertson/November 1910' (lower left) pencil  $54.5 \times 94 \text{ cm. } (21 \text{ 7/16 } \text{x 37 in.})$ unframed £1,000 - 1,500 US\$1,600 - 2,400 €1,200 - 1,800

# 38

Eric Harold Macbeth Robertson (1887-1941) Frieze of nudes in an architectural setting signed and dated 'Eric Robertson.1908' (lower left) pencil *50.5 x 76.5 cm. (19 7/8 x 30 1/8 in.)* unframed £1,000 - 1,500 US\$1,600 - 2,400 €1,200 - 1,800

# 39

Eric Harold Macbeth Robertson (1887-1941) Family in a farm landscape signed and dated 'Eric Robertson 1919' (lower right) pencil  $64 \times 100 \text{ cm.} (25 \text{ 3/16 } \times 39 \text{ 3/8 in.})$ unframed  $\pounds700 - 1,000$ US\$1,100 - 1,600 €830 - 1,200





42



# 41 Eric Harold Macbeth Robertson (1887-1941)

Classical figure and nudes signed and dated 'Eric Robertson/19.2.1910' (lower right) pencil  $22.5 \times 21 \text{ cm.} (8 \text{ 7/8} \times 8 \text{ 1/4 in.})$ unframed and two small figure studies (3) f600 - 800US\$960 - 1,300  $\in$ 710 - 950

### 42

Fric Harold Macbeth Robertson (1887-1941) Figures below a bridge signed 'Eric Robertson' (lower right) pencil 48.5 x 44 cm. (19 1/8 x 17 5/16 in.) unframed £600 - 800 US\$960 - 1,300 €710 - 950



Eric Harold Macbeth Robertson (1887-1941) Study of figures dancing and flying in an architectural setting pencil and watercolour 56 x 77 cm. (22 1/16 x 30 5/16 in.) unframed £600 - 800 US\$960 - 1,300 €710 - 950





# 43AR

Annie French (1872-1965) Girl making posies signed 'Annie French' (lower left) ink and watercolour on vellum  $29 \times 29.5 \text{ cm. (11 7/16 x 11 5/8 in.)}$ unframed  $\pounds 2,000 - 3,000$ US\$3,200 - 4,800 €2,400 - 3,500

# $44^{AR}$

Annie French (1872-1965) Friendship Blossoms Best Beside the Wishing Well signed 'Annie French' (lower right), ink and watercolour  $28.5 \times 30 \text{ cm. (11 1/4 x 11 13/16 in.)}$ unframed £2,000 - 3,000 U\$\$3,200 - 4,800 €2,400 - 3,500



# 45AR

# Annie French (1872-1965)

Green is Forsaken and Yellow Forsworn and Blue is the Colour True Love to Adorn (Folklore) inscribed with title (centre) ink and watercolour on card  $24 \times 32.5$  (9 7/16 x 12 13/16 in.) unframed £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400

# 46

Francis Campbell Boileau Cadell, RSA RSW (1883-1937) Refreshed signed and dated 'F.C.B. Cadell/15' (lower left) conte and watercolour 33 x 26 cm. (13 x 10 1/4 in.) £4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100

From Cadell's celebrated *Jack and Tommy* series







# 48

# 47

# Francis Campbell Boileau Cadell, RSA RSW (1883-1937)

Norham Castle, overlooking the Tweed signed and dated 'FC deB Cadell/06' (lower right), indistinctly inscribed verso watercolour laid on board 25.5 x 27 cm. (10 1/16 x 10 5/8 in.) £4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100





# 48

William Hanna Clarke (1882-1924) Kirkcudbright Bay signed and dated 'W.H. Clarke/1923' (lower right), inscribed verso watercolour  $26 \times 35 \text{ cm}$ . (10 × 1/4 × 13 3/4 in.) and another similar of a Galloway bridge (2) £1,000 - 1,500 US\$1,600 - 2,400 €1,200 - 1,800



# 49AR

Stanley Cursiter CBE RSA RSW (1887-1976) Summer in Shetland signed and dated 'Stanley Cursiter 1913' (lower right) watercolour 50.5 x 71 cm. (19 7/8 x 27 15/16 in.) £5,000 - 7,000 U\$\$8,000 - 11,000 €5,900 - 8,300

EXHIBITED: Edinburgh, The Petit Salon

# 50

George Leslie Hunter (1877-1931) Venice signed and inscribed 'L Hunter Venice' (lower left) ink on buff paper 23 x 31 cm. (9 1/16 x 12 3/16 in.) £800 - 1,200 U\$\$1,300 - 1,900 €950 - 1,400





51 James Watterston Herald (1859-1914) Winter, Forfar signed 'JW Herald' (lower left) watercolour 40 x 27.5 cm. (15 3/4 x 10 13/16 in.) £5,000 - 7,000 US\$8,000 - 11,000 €5,900 - 8,300 PROVENANCE: Sir Thomas Jaffrey

EXHIBITED: London, Goupil Gallery, 1910 Dundee Museums/Fine Art Society Glasgow/Edinburgh/London, James Watterston Herald, 1981, cat. no.40 London, Fine Art Society, James Watterston Herald, 1988





53

52 David Gauld, RSA (1865-1936) Two Calves Watering signed 'D GAULD' (lower left) oil on canvas 50 x 75 cm. (20 x 30 in.) £4,000 - 6,000 U\$\$6,400 - 9,600 €4,700 - 7,100

# 53AR

George Houston RSA RSW RGI (1869-1947) Glen Aray, Argyll signed 'George Houston' (lower left) oil on canvas 42 x 74.5 cm. (16 9/16 x 29 5/16 in.) £1,500 - 2,000 U\$\$2,400 - 3,200 €1,800 - 2,400





55

# 54<sup>AR</sup>

George Houston RSA RSW RGI (1869-1947) North Ayrshire from the Saltcoats Road signed 'GEORGE HOUSTON' (lower right) oil on canvas 101.6 x 152.3 cm. (40 x 60 in.) £5,000 - 7,000 US\$8,000 - 11,000 €5,900 - 8,300

PROVENANCE: With Malcolm Innes Gallery, Edinburgh

# EXHIBITED: Caledonian Club, London (on loan)

North Ayrshire from the Saltcoats Road was painted in the early 1920s and is a fine rendering of the wide open spaces in the Ayrshire uplands behind its coastal plain. Houston travelled this road many times on his way to and from the two towns painting the landscape in its many moods and colours.

We are grateful to Euan Robson, author of *George Houston: Nature's Limner*, for his assistance in cataloguing these lots.

# 55AR

George Houston RSA RSW RGI (1869-1947) West Lynn, Dalry bears signature (lower right) oil on board 45.6 x 60.9 cm. (18 x 24 in.) £2,500 - 3,500 U\$\$4,000 - 5,600 €3,000 - 4,100

EXHIBITED: Caledonian Club, London (on loan)

*West Lynn, Dalry* dates from the end of Houston's career in the 1930s or 1940s. By now his style was less realist and more painterly and he concentrated on colour and light rather than substance and form.





57

56AR George Houston RSA RSW RGI (1869-1947) Loch Awe signed 'GEORGE HOUSTON' (lower left) oil on canvas 71.1 x 91.4 cm. (28 x 36 in.) €4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100

PROVENANCE: Sale; Christie's, Edinburgh, 28 October 2004, lot 204

EXHIBITED: Caledonian Club, London (on loan)

# 57AR George Houston RSA RSW RGI (1869-1947) Dalry in Spring signed and dated 'GEORGE HOUSTON 97' (lower left) oil on canvas 45.6 x 60.9 cm. (18 x 24 in.) £3,000 - 5,000 US\$4,800 - 8,000 €3,500 - 5,900

EXHIBITED: Caledonian Club, London (on loan)

Dalry in Spring (1897) comes from the period when he worked as an illustrator for the *Glasgow Citizen* newspaper group before he became a full time artist in 1905. The work is a particularly good example of the low toned palette of greens, browns and greys which he used at the time.



58AR Anne Redpath, OBE RSA ARA LLD ARWS ROI RBA (1895-1965) Border Landscape signed 'Anne Redpath' (lower left); further signed and inscribed 'Angus Sinclair/Anne Redpath' (verso) oil on panel 53.3 x 43.2 cm. (21 x 17 in.) Painted in the mid 1930s £15,000 - 20,000 US\$24,000 - 32,000 €18,000 - 24,000

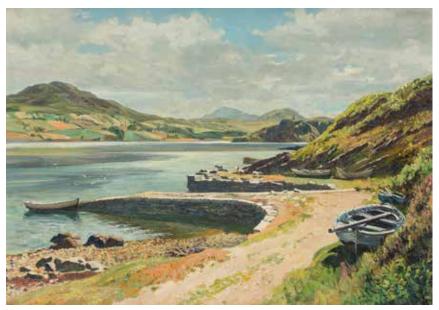
PROVENANCE: Gifted by the artist to William Angus Sinclair Thence by family descent to the present owner

W. Angus Sinclair was a philosopher and political writer. He is perhaps best known for his 1955 publication *Socialism and the Individual*. Anne was a member of the *Left Book Club* in Hawick.





60



# 59AR

John Duncan RSA RSW (1866-1945) Port Bhan Iona signed 'J Duncan' (lower right) oil and tempera on canvasboard 30.5 x 41 cm. (12 x 16 1/8 in.) £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400

# 60AR

Sir William George Gillies CBE LLD RSA PPRSW RA (1898-1973) Winter (1949-50) signed 'W Gillies' (lower left) oil on canvas 40 x 61 cm. (15 3/4 x 24 in.) £3,000 - 5,000 US\$4,800 - 8,000 €3,500 - 5,900

PROVENANCE: With Aitken Dott, Edinburgh

# 61<sup>AR</sup>

# James McIntosh Patrick RSA ROI ARE LLD (1907-1998)

Old Harbour, Kyle of Tongue signed 'McINTOSH/PATRICK' (lower right), inscribed and signed 'OLD HARBOUR/KYLE OF TONGUE/J McINTOSH PATRICK (verso) oil on canvas 41 x 55.5 cm. (16 1/8 x 21 7/8 in.) £6,000 - 8,000 US\$9,600 - 13,000 €7,100 - 9,500

# 62\* AR

John Duncan Fergusson RBA (1874-1961) Souvenir de Saintonge inscribed, signed and dated 'SOUVENIR DE/SAINTONGE/J.D. FERGUSSON/1916' (verso) oil on board 34.8 x 27 cm. (13 3/4 x 10 5/8 in.) £50,000 - 70,000 US\$80,000 - 110,000 €59,000 - 83,000 PROVENANCE: Margaret Morris Private Collection

# EXHIBITED:

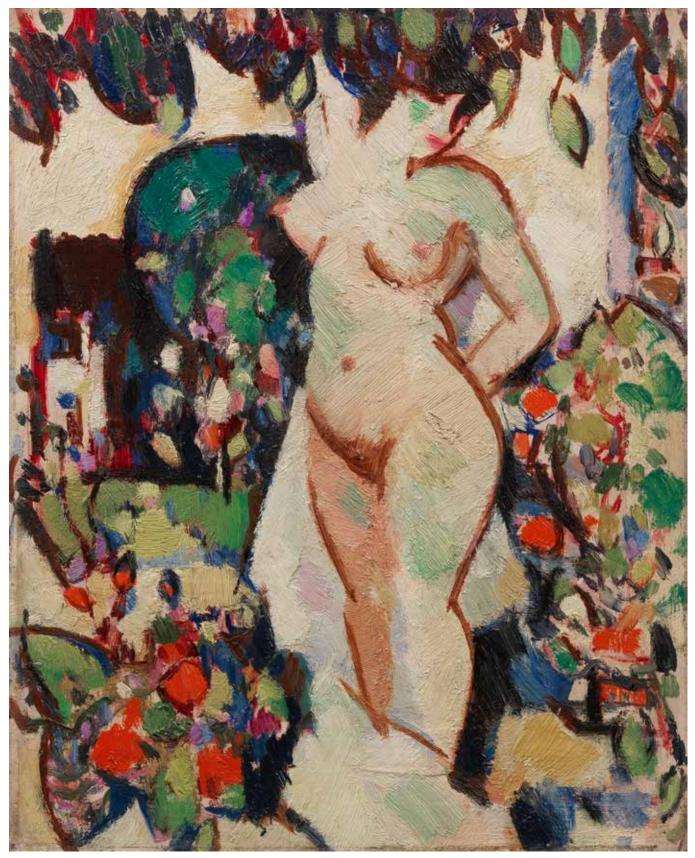
London, Connell Gallery, *Paintings and Sculpture by JD Fergusson*, May 1918, cat.no.7 Edinburgh and touring, Scottish Arts Council, *JD Fergusson Memorial Exhibition*, November 1961-June 1962, cat.no.78

Fergusson visited Royan, on the west coast of France, and the surrounding region of Saintonge between 1909-11, often in the company of Peploe and Anne Estelle Rice. They were particularly inspired by the harbour and countryside, and these key trips herald the introduction of more vivid, and primary, colour to Fergusson's palette. His compositions also become more structured, using simplified form and geometry to greater effect.

In Paris during this period Fergusson also introduced his signature theme of the nude, in part reflecting his status as the most 'bohemian' of the Colourists. His familiarity with the cafes, studios and Salons of Paris make this an unsurprising development, particularly in light of his admiration for the Fauves. Key pictures like *At My Studio Window* (Fergusson Museum, Perth) and *Rhythm* (University of Stirling), both of 1910, show him depicting nudes in studio settings yet on a monumental scale, the former with decorative foliage and drapery and the latter with studio props and an exotic fabric backdrop.

These are modern and ambitious statements (*Rhythm* was exhibited at the Salon d'Automne in 1911), with the women consciously stylised, muscular and tending toward the sculptural. The former in particular has forbidding, mask-like features, which may reflect the lingering fashion in Paris for African art and costume. This proves an interesting comparison with Cadell's salon pictures, where the elegant models are less 'portraits' than stylish, anonymous motifs with indistinct or stylised features.

Fergusson returned to London with the outbreak of War in 1914 and this succinct, almost tender little picture seems a eulogy to his lost life in France, and the memory of a relationship. The nude is a particularly successful rendering of his favourite subject, an easy balance of observation and stylised form, while the remarkable sparkling foliage and bright, pure colour underpinned by the plane of wall and arch are particularly arresting. In many senses it is archetypal Fergusson, a link between his early development in France and the middle period of his career, where he began to rework key themes and gain a higher profile.





# 63<sup>AR</sup>

Joan Eardley RSA (1921-1963) Boy in Striped Jersey bears inscription ED 639 (lower left) pastel on grey paper 22.25 x 14 cm. 98 3/4 x 5 1/2 in.) £5,000 - 7,000 U\$\$8,000 - 11,000 €5,900 - 8,300

EXHIBITED: Edinburgh, Aitken Dott *Christmas Exhibition*, 1972, cat.no.102

# 64<sup>AR</sup>

Joan Eardley RSA (1921-1963) Head of a Girl pastel 20.5 x 20 cm. (8 1/16 x 7 7/8 in.) Studio Inventory no. 1138 £5,000 - 7,000 U\$\$8,000 - 11,000 €5,900 - 8,300

EXHIBITED:

Edinburgh, The Scottish Gallery, *Joan Eardley*, June 1988, cat.no.24 Acquired from the above by the present owner, 1 September 1988

63









# 65\* AR

### Sir Robin Philipson RA PRSA FRSA RSW RGI DLitt LLD (1916-1992) Two Kings signed 'R. Philipson' (lower right) watercolour and gouache 50.4 x 44 cm. (19 3/4 x 17 3/8 in.) Executed in 1958 (according to a label verso) £2,000 - 3,000 US\$3,200 - 4,800 €2,400 - 3,500

PROVENANCE: With Aitken Dott, Edinburgh

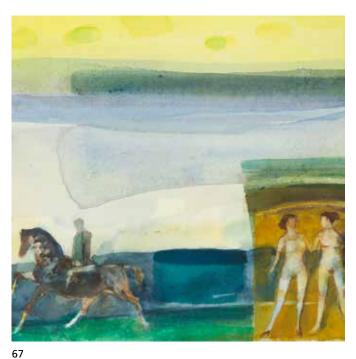
### 66AR

Sir Robin Philipson RA PRSA FRSA RSW RGI DLitt LLD (1916-1992) Martyrs signed and inscribed 'Robin Philipson/Martyrs' on artist's label attached

(verso) mixed media and paper collage on canvas 76 x 76 cm. (29 15/16 x 29 15/16 in.) £4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100

EXHIBITED:

Edinburgh, Richard Demarco Gallery, *Festival Exhibition*, 1967, cat.no. 133



07

# 67<sup>AR</sup>

### Sir Robin Philipson RA PRSA FRSA RSW RGI DLitt LLD (1916-1992) Rider Passing signed inscribed and dated 'Robin Philipson/Rider Passing/Oct 1984' on

label (verso) watercolour 24 x 25 cm. (9 7/16 x 9 13/16 in.) £1,800 - 2,500 US\$2,900 - 4,000 €2,100 - 3,000



# 68AR

Sir William George Gillies CBE LLD RSA PPRSW RA (1898-1973) St. Monance signed 'W Gillies' (lower right) watercolour 56.5 x 77 cm. (22 1/4 x 30 5/16 in.) Painted in 1934 £6,000 - 8,000 US\$9,600 - 13,000 €7,100 - 9,500

# 69AR

# Alan Davie CBE HRSW (born 1920)

Village Myths no.16 inscribed and signed 'VILLAGE MYTHS no.16/Alan Davie Feb 83' (lower right) gouache 76 x 59 cm. (29 15/16 x 23 1/4 in.) £2,500 - 3,500 U\$\$4,000 - 5,600 €3,000 - 4,100

# 70AR

Alan Davie CBE HRSW (born 1920) Finger Pie no2 signed and inscribed '1278 Alan Davie/FINGER PIE no2' (upper left) watercolour 59 x 84 cm. (23 1/4 x 33 1/16 in.) £1,500 - 2,000 U\$\$2,400 - 3,200 €1,800 - 2,400



69



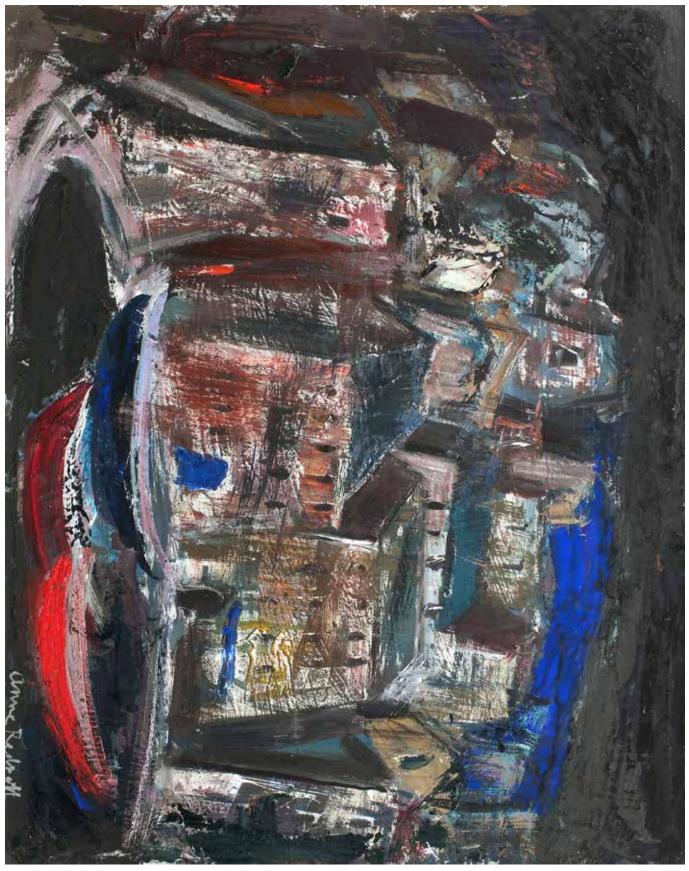
# 71AR

Anne Redpath, OBE RSA ARA LLD ARWS ROI RBA (1895-1965) The Old Harbour, Bastia signed 'Anne Redpath' (lower right) oil on board 60 x 75 cm. (23 5/8 x 29 1/2 in.) £25,000 - 35,000 US\$40,000 - 56,000 €30,000 - 41,000

PROVENANCE: Purchased directly from the artist in the 1950s Thence by family descent

EXHIBITED: Alexander Reid and Lefevre (Probably) Edinburgh, SSWA, 1955

Redpath's visit to the island of Corsica in 1954 is credited with changing her palette quite dramatically, through the introduction of pure colour.





72<sup>AR</sup>

Anne Redpath, OBE RSA ARA LLD ARWS ROI RBA (1895-1965) The Victorian Vase signed 'Anne Redpath' (lower left) oil on board 54.5 x 73.5 cm. (21 7/16 x 28 15/16 in.) f25,000 - 35,000 US\$40,000 - 56,000 €30,000 - 41,000

EXHIBITED: Edinburgh, Aitken Dott, *Anne Redpath*, June 1953, cat.no.9



73AR Sir William George Gillies CBE LLD RSA PPRSW RA (1898-1973) Sunflower signed 'W Gillies' (lower left), inscribed 'Sunflower' to label (on stretcher) oil on canvas 93.5 x 77 cm. (36 13/16 x 30 5/16 in.) £10,000 - 15,000 US\$16,000 - 24,000 €12,000 - 18,000

EXHIBITED: Edinburgh, Aitken Dott, n.d.





74

# 74<sup>AR</sup>

# Sir Robin Philipson RA PRSA FRSA RSW RGI DLitt LLD (1916-1992) Small Rose Window

signed 'R.Philipson' (lower right), signed and inscribed (on label verso) oil on canvas 25.5 x 15.5 cm. (10 1/16 x 6 1/8 in.) £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400

PROVENANCE: With Roland, Browse and Delbanco, London

EXHIBITED: Canterbury, Art for Science, 1964 75AR William Alexander Burns, RSA RSW RI (1921-1972) The New Boat signed 'BURNS' (centre) oil on board 60 x 60 cm. (24 x 24 ins.) £3,000 - 5,000 US\$4,800 - 8,000 €3,500 - 5,900





### David McClure RSA RSW RGI (1926-1998) Old British Coaster signed 'D McClure' (lower left), inscribed and signed 'Old British Coaster/David McClure' (verso) oil on board 30.5 x 39 cm. (12 x 15 3/8 in.) £2,000 - 3,000 US\$3,200 - 4,800

€2,400 - 3,500

EXHIBITED: Edinburgh, Aitken Dott, *Figure, Flower and Landscape*, June 1989, cat.no.5

# 77<sup>AR</sup>

George Devlin, RSW (born 1937) A Farm in the Oise signed 'Devlin' (lower left) oil on canvas 46 x 50.5 cm. (18 1/8 x 19 7/8 in.) £600 - 800 US\$960 - 1,300 €710 - 950

EXHIBITED: Glasgow, The Kelly Gallery

# 78<sup>AR</sup>

Dame Elizabeth Blackadder OBE RA RSA RSW RGI DLitt (born 1931) Lake Brienz signed and dated 'EV Blackadder 1972' (lower right), signed and inscribed 'EV Blackadder Lake Brienz' (on stretcher)

oil on canvas 76 x 127 cm. (29 15/16 x 50 in.) £2,500 - 4,000 U\$\$4,000 - 6,400 €3,000 - 4,700

# EXHIBITED:

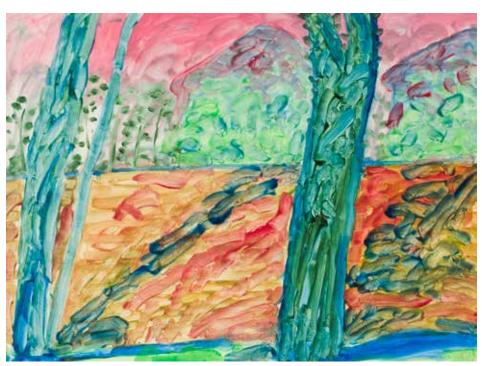
Edinburgh, The Scottish Arts Council, *Elizabeth Blackadder Retrospective*, 1981, cat.no.59 Royal Glasgow Institute, 1972, cat.no.63



77







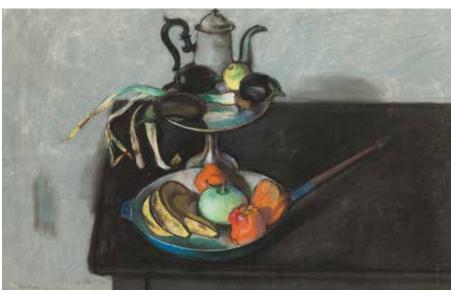
80

# 79AR

Sir William MacTaggart PPRSA RA FRSE HonRSW LLD (1903-1981) Sunny Garden signed 'W MacTaggart/Jr' (lower right) gouache 53 x 74 cm. (20 7/8 x 29 1/8 in.) Studio sale no. verso £2,500 - 3,500 US\$4,000 - 5,600 €3,000 - 4,100 80AR William Crozier H.R.H.A. (1930-2011) Chinese Garden 1 watercolour 55.5 x 75.5 cm. (21 7/8 x 29 3/4 in.) £1,500 - 2,000 U\$\$2,400 - 3,200 €1,800 - 2,400

PROVEVANCE: With Aitken Dott, Edinburgh





82



Sir Robin Philipson RA PRSA FRSA RSW RGI DLitt LLD (1916-1992) Rose Window and Fallen Warrior I signed 'Robin Philipson' (lower right) watercolour 55 x 89 cm. (21 5/8 x 35 1/16 in.) £2,500 - 4,000 U\$\$4,000 - 6,400 €3,000 - 4,700

EXHIBITED: Edinburgh, Aitken Dott, *Festival Exhibition*, 1961, cat.no.22

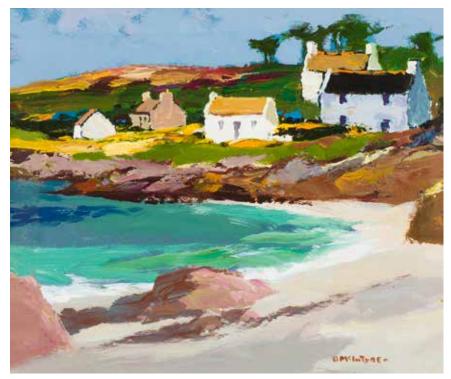
82AR Leon Francesco Morrocco ARSA (born 1942) Still life signed and dated 'Leon Morrocco/73' (lower right) pastel 53 x 65 cm. (20 7/8 x 25 9/16 in.) £1,500 - 2,000 U\$\$2,400 - 3,200 €1,800 - 2,400

# 83AR

81AR

Sir Robin Philipson RA PRSA FRSA RSW RGI DLitt LLD (1916-1992) Bowl of Fruit signed 'Robin Philipson' (on backboard) pastel 22 x 39 cm. (8 11/16 x 15 3/8 in.) £1,200 - 1,800 US\$1,900 - 2,900 €1,400 - 2,100

EXHIBITED: Edinburgh, Aitken Dott, April 1973, cat.no.52





## 85

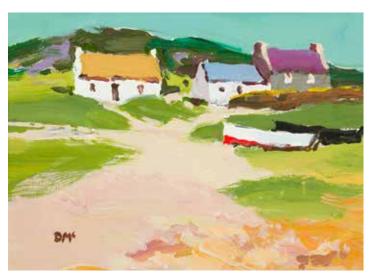
# 84AR

Donald McIntyre (B1923-2009) Village by the Sea no.7 (Iona) signed 'D McIntyre' (Iower right) acrylic on board 50 x 60.5 cm. (19 11/16 x 23 13/16 in.) £3,000 - 5,000 US\$4,800 - 8,000 €3,500 - 5,900

# 85AR

Donald McIntyre (1923-2009) Harbour, Port Charlotte no.1 signed with initials 'D Mc' (lower right) acrylic on board 36 x 43.5 cm. (14 3/16 x 17 1/8 in.) £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400





87



86AR Donald

Donald McIntyre (1923-2009) Village by the Sea no9 signed with initials 'D Mc' (lower right) acrylic on board  $20 \times 28 \text{ cm.}$  (7 7/8 x 11 in.) £1,000 - 1,500 US\$1,600 - 2,400 €1,200 - 1,800

# 87AR

Donald McIntyre (1923-2009) Boats and Cottages signed with initials 'D Mc' (lower left) acrylic on board 20 x 28 cm. (7 7/8 x 11 in.) £1,000 - 1,500 US\$1,600 - 2,400 €1,200 - 1,800

# 88<sup>AR</sup>

Donald McIntyre (1923-2009) Morning Portnahaven signed with initials 'D Mc' (lower right) acrylic on board 18.5 x 25.5 cm. (7 5/16 x 10 1/16 in.) £800 - 1,200 US\$1,300 - 1,900 €950 - 1,400

PROVENANCE: With the Larks Gallery, Aberdeenshire



89\* AR Sir William George Gillies CBE LLD RSA PPRSW RA (1898-1973) Flower Piece signed 'W Gillies' (lower right) oil on canvas 76.2 x 61 cm. (30 x 24 in.) Painted circa 1947 (according to original artist's label verso) £5,000 - 7,000 US\$8,000 - 11,000 €5,900 - 8,300

PROVENANCE: With Aitken Dott, Edinburgh Sale; Phillips, Edinburgh, Dec. 1998, lot 121

EXHIBITED: Edinburgh, The Scottish Gallery, *Gillies Retrospective*, Feb. 1970, cat. no.17







90

# 90<sup>AR</sup>

# Mary Nicol Neill Armour (1902-2000)

Lemon on a Plate signed and dated '60 MARY ARMOUR' (lower right), signed and inscribed with title on artist's label (verso) oil on canvas 81 x 50.5 cm. (31 7/8 x 19 7/8 in.) £5,000 - 8,000 US\$8,000 - 13,000 €5,900 - 9,500

EXHIBITED: Edinburgh, The Royal Scottish Academy, 1961, cat.no.25

### 91AR

### Sir William George Gillies CBE LLD RSA PPRSW RA (1898-1973) Jug and fruit oil on canvas 49 x 63 cm. (19 5/16 x 24 13/16 in.) £2,000 - 3,000

US\$3,200 - 4,800 €2,400 - 3,500

PROVENANCE: The Estate of David McClure RSA

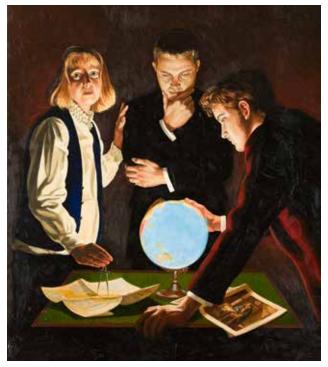
92

### 92AR

David Abercrombie Donaldson, RSA RP LLD (1916-1996) Roses signed 'Donaldson' (lower left) oil on canvas 20.5 x 25.5 cm. (8 1/16 x 10 1/16 in.) £700 - 1,000 US\$1,100 - 1,600 €830 - 1,200

PROVENANCE: With Fosse Gallery, Gloucestershire





# 93AR

Stephen Conroy (born 1964) Study for lost boy of the wireless age inscribed, dated and signed 'Study for lost boy/ of the wireless age/Stephen Conroy/1985' (verso) oil on canvas laid on panel  $56 \times 42 \text{ cm.} (22 \ 1/16 \times 16 \ 9/16 \ in.)$ £7,000 - 10,000 U\$\$11,000 - 16,000 €8,300 - 12,000

# 94<sup>AR</sup>

Stuart Luke Gatherer (born 1972) The Geographers signed 'Stuart Gatherer' (lower right) oil on canvas 76 x 66 cm. (29 15/16 x 26 in.) £2,000 - 3,000 U\$\$3,200 - 4,800 €2,400 - 3,500

PROVENANCE: With Portland Gallery, London





95\* AR Alison Watt OBE (born 1965) Study for the Disperition of Line

Study for the *Disposition of Linen* inscribed and dated 'STUDY FOR/THE DISPOSITION OF LINEN 1992' (verso) oil on canvasboard *35 x 25.4 cm. (12 x 10 in.)* **£5,000 - 7,000** 

US\$8,000 - 11,000 €5,900 - 8,300

PROVENANCE: With Flowers Gallery, London

# 96\* AR

Alison Watt OBE (born 1965) The Artist and her Sister oil on canvas 101.6 x 91.5 cm. (40 x 36 in.) £5,000 - 7,000 US\$8,000 - 11,000 €5,900 - 8,300

PROVENANCE: Sale; Phillips, Glasgow, April 8, 1994, lot 90

This is a self portrait, with Alison's sister Pauline, painted in 1986 at her flat in St Vincent Crescent, Glasgow.





### 98

# 97AR

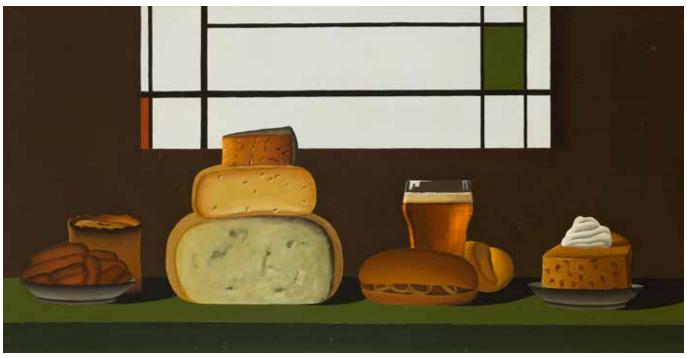
### Alberto Morrocco, OBE RSA RSW RP RGI LLD D Univ (1917-1998) Clown and doves signed and dated 'Morrocco 83' (lower right)

signed and dated inforced as flowering oil on board 31 x 34 cm. (12 3/16 x 14 in.) £4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100

PROVENANCE: With Fosse Gallery, Gloucestershire

# 98AR

William Crosbie, RSA RGI (1915-1999) The Magic Carpet signed and dated 'Crosbie/XC' (lower right), inscribed 'The Magic Carpet/Crosbie/MCMXC' (verso) oil on canvas laid on panel 30 x 58 cm. (11 13/16 x 22 13/16 in.) £2,000 - 3,000 US\$3,200 - 4,800 €2,400 - 3,500



# 99AR

Jack Knox, RSA RSW RGI (born 1936) Buffet in a Dutch Museum I signed 'Knox' (lower right), signed and inscribed 'Jack Knox/Buffet in a Dutch Museum I' (verso) pva on canvas laid on board 61 x 115 cm. (24 x 45 1/4 in.) £2,000 - 3,000 U\$\$3,200 - 4,800 €2,400 - 3,500

EXHIBITED: Scottish Arts Council, *Jack Knox Paintings and Drawings*, cat.no. 79 (loaned by Grampian Television)

# 100<sup>AR</sup>

Earl George Alexander Eugene Douglas Haig OBE ARSA FRSA (1918-2009) Venice signed 'HAIG' (lower right) oil on canvas

71 x 98 cm. (27 15/16 x 38 9/16 in.) portrait verso £4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100



100





102



103

### 101<sup>AR</sup>

John Cunningham, RGI DLitt (1926-1998) French Harbour signed 'Cunningham' (lower right) oil on canvas 65 x 75 cm. (25 9/16 x 29 1/2 in.) £3,000 - 4,000 US\$4,800 - 6,400 €3,500 - 4,700

### 102<sup>AR</sup>

# Sir William MacTaggart PPRSA RA FRSE HonRSW LLD (1903-1981)

Village in the South of France signed 'W MacTaggart Jr' (lower left) oil on canvas 63 x 75.5 cm. (24 13/16 x 29 3/4 in.) Studio Inventory no. 86 (stamp verso) £5,000 - 7,000 US\$8,000 - 11,000 €5,900 - 8,300

### 103<sup>AR</sup>

Ethel Walker (born 1941) Islay Shore signed 'Walker' (lower right) oil on board 47 x 61 cm. (18 x 1/2 x 24 in.) £600 - 800 U\$\$960 - 1,300 €710 - 950





105

106

104<sup>AR</sup> James F T Morrison, RSA RSW LLD (born 1932) Angus landscape signed and dated 'Morrison 7.VI.1985' (lower right) oil on canvas 122 x 183.5 cm. (48 1/16 x 72 1/4 in.) £4,000 - 6,000 US\$6,400 - 9,600 €4,700 - 7,100 105<sup>AR</sup> Mardi Barrie, RSW (1931-2004) River landscape oil on canvas 63 x 76 cm. (24 13/16 x 29 15/16 in.) £1,000 - 1,500 US\$1,600 - 2,400 €1,200 - 1,800 106<sup>AR</sup> Mardi Barrie, RSW (1931-2004) Still Life with Jug signed and dated 'Mardi Barrie 62' (lower right) oil on canvas 63.5 x 75 cm. (25 x 29 1/2 in.) £800 - 1,200 US\$1,300 - 1,900 €950 - 1,400







109

# 107<sup>AR</sup>

John Bellany CBE RA HRSA LLD(Lon) (1942-2013) Woman of the sea signed 'Bellany' (lower left) watercolour 54 x 38 cm. (21 1/4 x 14 15/16 in.) £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400

# 108<sup>AR</sup>

John Bellany CBE RA HRSA LLD(Lon) (1942-2013) Salome signed 'Bellany' (lower left) watercolour and pencil 76 x 57 cm. (29 15/16 x 22 7/16 in.) Painted 1989 £2,000 - 3,000 US\$3,200 - 4,800 €2,400 - 3,500

PROVENANCE: Purchased by the present owner directly from the artist.

The painting was inspired by a production of Richard Strauss' opera *Salome* which Bellany saw at the Edinburgh Festival in 1989.

# 109<sup>AR</sup>

### John Bellany CBE RA HRSA LLD(Lon) (1942-2013) Inquisition signed 'Bellany' (upper right), further signed and titled (verso)

oil on canvas 121.5 x 121.5 cm. (47 13/16 x 47 13/16 in.) unframed £4,000 - 6,000 U\$\$6,400 - 9,600 €4,700 - 7,100

108



110<sup>AR</sup> Dame Elizabeth Blackadder OBE RA RSA RSW RGI DLitt (born 1931) Cat and Flowers signed and dated 'Elizabeth Blackadder 1977' (lower left), watercolour 71 x 71 cm. (27 15/16 x 27 15/16 in.) £10,000 - 15,000 US\$16,000 - 24,000 €12,000 - 18,000



111AR Dame Elizabeth Blackadder OBE RA RSA RSW RGI DLitt (born 1931) Clivia, Orchids and Arum Lily signed 'Elizabeth Blackadder' (lower left) pencil and watercolour 58 x 80 cm. (22 13/16 x 31 1/2 in.) £10,000 - 15,000 US\$16,000 - 24,000 €12,000 - 18,000

EXHIBITED: London, Browse and Darby



# 112<sup>AR</sup>

Dame Elizabeth Blackadder OBE RA RSA RSW RGI DLitt (born 1931) Tweed Valley, Autumn signed and dated 'Elizabeth V Blackadder 1967' (lower right) watercolour  $56.5 \times 76.5 \text{ cm}. (22 \text{ 1/4} \times 30 \text{ 1/8 in}.)$ £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400

113AR Robert Henderson Blyth, RSA RSW (1919-1970) Early Autumn Storm signed 'Henderson Blyth' (lower right) oil on canvas 122 x 127 cm. (48 1/16 x 50 in.) £1,500 - 2,000 US\$2,400 - 3,200 €1,800 - 2,400

EXHIBITED: Aberdeen Art Gallery, *Henderson Blyth Memorial Exhibition*, 1972, cat.no.30







115

# 114<sup>AR</sup>

Andy Goldsworthy (born 1956) Crack Line Through Stones 5th April 1981 photographic collage 54.5 x 125.5 cm. (21 7/16 x 49 7/16 in.) sheet £1,000 - 1,500 U\$\$1,600 - 2,400 €1,200 - 1,800

# 115<sup>AR</sup>

Andy Goldsworthy (born 1956) Crack line through leaves photographic collage 54.5 x 123 cm. (21 7/16 x 48 7/16 in.) sheet £1,000 - 1,500 U\$\$1,600 - 2,400 €1,200 - 1,800

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# Bonhams

# **The Scottish Sale: Pictures**

Wednesday 16 April at 2pm Edinburgh

Closing date for entries Monday 3 March 2014

scotsale@bonhams.com +44 (0) 131 240 2292

Samuel John Peploe, RSA (British, 1871-1935) Street in Cassis Sold for £163,250

International Auctioneers and Valuers - bonhams.com/ scottishart

# LAURENCE STEPHEN LOWRY R.A. (1887-1976) Agecroft Regatta signed and dated 'L S Lowry 1942' pencil 26.6 x 37 cm. (10 1/5 x 14 1/2 in.) Sold for £211,250 in May 2013

# CONTACT +44 20 7468 8296 chris.dawson@bonhams.com

# **ENTRIES NOW INVITED**

# Bonhams

LONDON

MODERN BRITISH & IRISH ART New Bond Street Wednesday 28 May 2014

bonhams.com

### NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory guality; 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 Buver.

### 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 Buver 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* will so who hehalf. 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 Buver, 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 Buver. 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).

Hammer Price	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/supportingmuseums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

### 13. CITES REGULATIONS

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

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

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

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or

any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller

### 15. BOOKS

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to *VAT* on the *Buyer's Premium*.

### 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### **Proof of Firearms**

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

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

### **Guns Sold as Parts**

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

### **Condition of Firearms**

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

### **Original Gun Specifications Derived from Gunmakers**

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

### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

### **Taxidermy and Related Items**

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

### 18. FURNITURE

### **Upholstered Furniture**

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

### **19. JEWELLERY**

### ~ Ruby and Jadeite

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

### Gemstones

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

### **Estimated Weights**

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

### Signatures

### 1. A diamond brooch, by Kutchinsky

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

### 2. A diamond brooch, signed Kutchinsky

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

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

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

### 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

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

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

### 21. PICTURES

### Explanation of Catalogue Terms

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

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

### 22. PORCELAIN AND GLASS

#### Damage and Restoration

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

### 23. VEHICLES

### The Veteran Car Club of Great Britain

### **Dating Plates and Certificates**

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

### 24. WINE

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

### Examining the wines

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

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

### **Corks and Ullages**

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

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

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

### SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

•, †, \*, G,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

### DATA PROTECTION - USE OF YOUR INFORMATION

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

### **APPENDIX 1**

### CONTRACT FOR SALE

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

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

### 1 THE CONTRACT

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

### 2 SELLER'S UNDERTAKINGS

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

### DESCRIPTIONS OF THE LOT

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

### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

### RISK, PROPERTY AND TITLE

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- 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.

### PAYMENT

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- 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.

### COLLECTION OF THE LOT

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

## 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams
   9.1 in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

#### THE SELLER'S LIABILITY

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

#### 10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

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

# GOVERNING LAW

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

#### **APPENDIX 2**

## **BUYER'S AGREEMENT**

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

# 1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the 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 [<sup>AR</sup>], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

# 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 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.

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*.

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- 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.

# STORING THE LOT

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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.

#### RESPONSIBILITY FOR THE LOT

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

# 9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*, and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

Paragraph 9 will not apply in respect of a Forgery if:

9.3

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

# 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

# 11 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 nonconforming *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 nonconforming *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, Gatalogue 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.

# Paddle number (for office use only)

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

#### Data protection - use of your information

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

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

# If successful

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

	Sale title: Scottish Art	Sale date: Thursday 5 December 2013		
L.)	Sale no. 20661	Sale venue: Edinburgh		
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# Please note that all telephone calls are recorded.

Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*
	Lot no.	Lot no.     Brief description       Image: Constraint of the sector of the secto	Lot no.       Brief description       MAX bid in GBP (excluding premium & VAT)         Image: Constraint of the second seco

# Please leave lots "available under bond" in bond I i will collect from Park Royal or bonded warehouse Please include delivery charges (minimum charge of £20 + VAT) BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.

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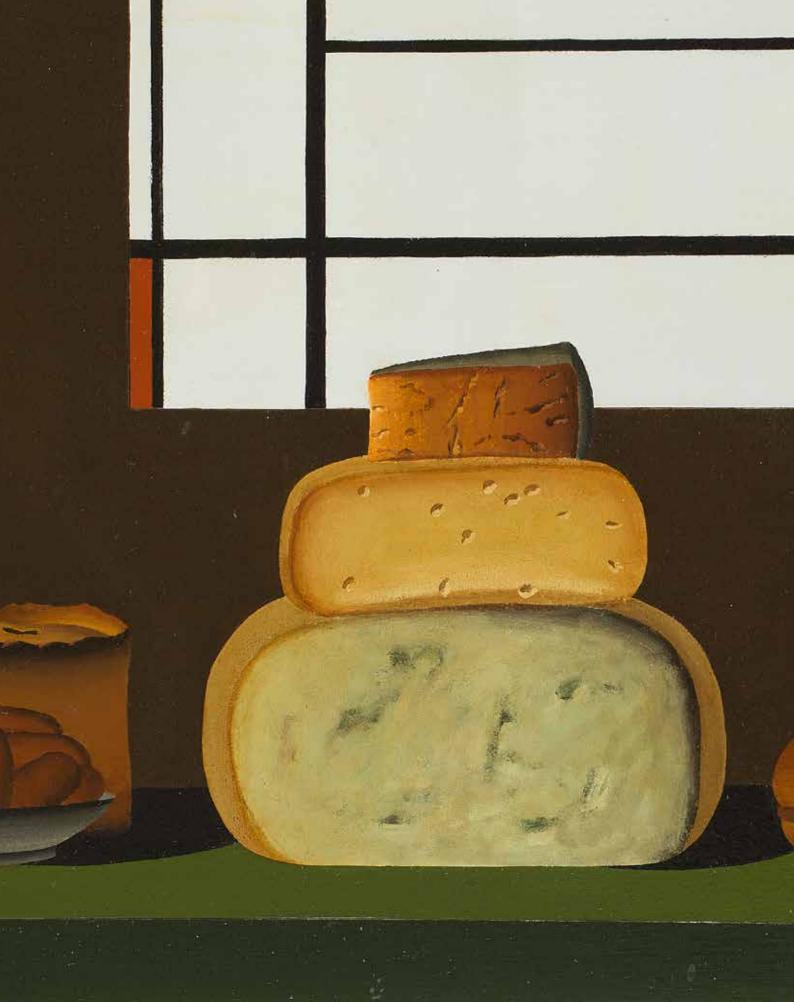
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