Bonhams

Modern British and Irish Art

Tuesday 11 March 2014 Knightsbridge, London



Modern British and Irish Art

Tuesday 11 March 2014 at 2pm Knightsbridge

Bonhams

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Illustration

Front cover : Lot 48 Back cover: Lot 64 Inside front: Lot 204 Inside back: Lot 190



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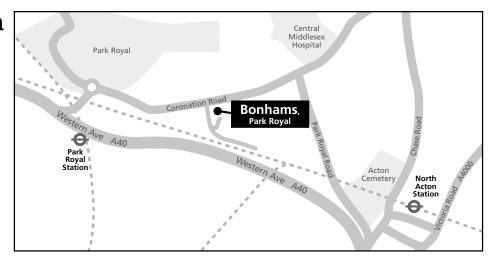
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Lots maybe released from Bonhams warehouse on production of the collection order obtained from cashier's office at Bonhams and a form of photographic ID. If a third party is collecting on behalf of the client, the client must provide Bonhams with written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

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Transfer and storage charges will commence on Wednesday 19 March 2014.

The charges levied by Bonhams are as follows:

Paintings and Frames marked with ${\bf W}$

Transfer per lot£20.00Daily storage per lot£3.40

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

† VAT 20% on hammer price and buyer's premium

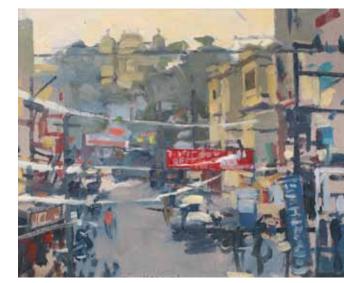
* VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

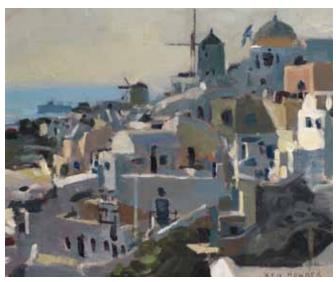
^w These lots will be removed to Bonhams Park Royal Warehouse after the sale. Please read the sale information page for more details.

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









3

Ken Howard R.A. (British, born 1932) Alberoni, Venice signed 'Ken Howard' (lower right); further signed and titled (label verso), oil on canvas board $25 \times 30.5 cm$ (9 13/16 × 12in). £1,000 - 1,500 €1,200 - 1,800

2^{AR}

1^{AR}

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

Udaipur signed 'Ken Howard' (lower centre); titled (verso), oil on canvas board 25.5 x 30.3cm (10 1/16 x 11 15/16in). £1,000 - 1,500 €1,200 - 1,800

3^{AR}

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

signed 'Ken Howard' (lower right), oil on canvas board 25 x 30.5cm (9 13/16 x 12in). £1,000 - 1,500 €1,200 - 1,800





4^{AR} Frederick Cuming RA NEAC (British, born 1930) Fairground signed 'Cuming' (lower left), oil on board 49.5 x 59.5cm (19 1/2 x 23 7/16in). £2,000 - 3,000 €2,400 - 3,700 5^{AR} Ken Howard R.A. (British, born 1932) Beach at Sennen signed 'Ken Howard' (lower left), oil on canvas 20 x 61cm (7 7/8 x 24in). £2,500 - 3,500 €3,000 - 4,300



<image><image>

6^{AR}

Fred Yates (British, 1922-2008) Playground, Lostwithiel signed 'FRED YATES' (lower left) oil on board 76.5 x 76.5cm (30 1/8 x 30 1/8in). £2,500 - 3,500 €3,000 - 4,300

PROVENANCE: Purchased directly from the artist by the present owners circa 1990-1995.

7^{AR}

Fred Yates (British, 1922-2008) 'Fowey' signed 'FRED YATES' (lower right); titled (on board verso), oil on board *37 x 72.5cm (14 9/16 x 28 9/16in).* £1,500 - 2,000 €1,800 - 2,400

8^{AR}

Fred Yates (British, 1922-2008) The corner shop signed 'FRED YATES' (lower left), oil on board 28 x 48cm (11 x 18 7/8in). £1,200 - 1,800 €1,500 - 2,200

9^{AR}

Fred Yates (British, 1922-2008) The Tug, Falmouth signed 'FRED YATES' (lower left); further signed (verso), oil on board 55 x 62cm (21 5/8 x 24 7/16in). £3,000 - 5,000 €3,700 - 6,100

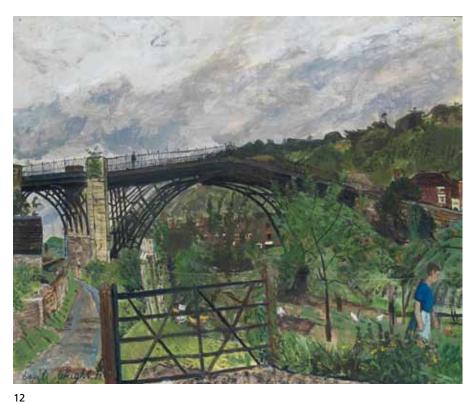
10^{AR}

John Bellany CBE RA HRSA LLD(Lon) (British, 1942-2013) Boats in harbour signed 'Bellany' (lower right), oil on canvas 91 x 122cm (35 13/16 x 48 1/16in). unframed £3,000 - 4,000 €3,700 - 4,900









11^{AR} Carel Weight R.A. (British, 1908-1997) Farmgate signed 'Carel Weight' (lower left), oil on board *51 x 61cm (20 1/16 x 24in).* £2,000 - 3,000 €2,400 - 3,700

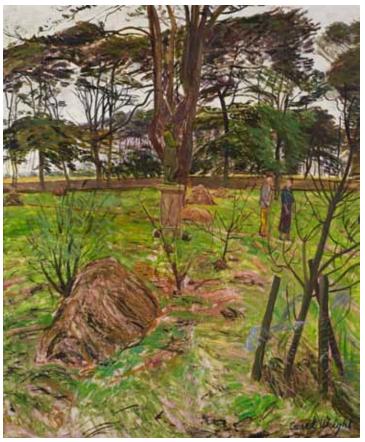
EXHIBITED: New Grafton Gallery, 10.4.74, cat. no.29

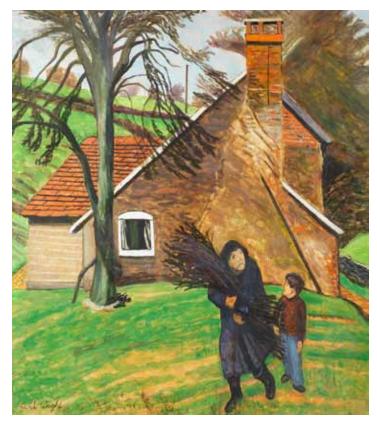
12^{AR}

Carel Weight R.A. (British, 1908-1997) Ironbridge signed and dated 'Carel Weight/57' (lower left), oil on canvas, 49.5 x 60cm (19 1/2 x 23 1/2in). £4,000 - 6,000 €4,900 - 7,300

EXHIBITED:

London, The Leicester Galleries, 'Artists of Fame & Promise I', 1957, no.81





13^{AR}

Carel Weight R.A. (British, 1908-1997) 'The Statue' signed 'Carel Weight' (lower right): further

signed 'Carel Weight' (lower right); further signed and titled (on label verso), oil on board 60.5 x 50.5cm (23 13/16 x 19 7/8in). **f2,000 - 3,000**

€2,400 - 3,700

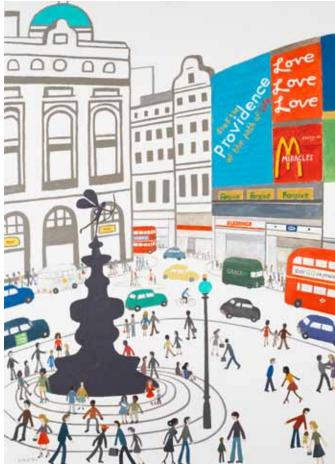
14^{AR}

Carel Weight R.A. (British, 1908-1997) Collecting wood signed 'Carel Weight' (lower left), oil on canvas 91.5 x 81.5cm (36 x 32 1/16in). £2,000 - 3,000 €2,400 - 3,700









17

15^{AR}

Anne J. Shrager (British, born 1948)

'Sunday' signed with initials 'AJS' (lower right); titled (on stretcher verso), oil on canvas 100 x 100cm (39 3/8 x 39 3/8in). £1,500 - 2,000 €1,800 - 2,400

16^{AR}

Anthea Craigmyle (British, born 1933) 'Feeding the hens' signed with initials 'AC' (lower left); titled (on canvas overlap), oil on canvas 61.5 x 61.5cm (24 3/16 x 24 3/16in). £1,000 - 1,500 €1,200 - 1,800

17

Robert Hardy (British, born 1952) 'Piccadilly Circus' signed 'HARDY' (lower left); further signed, titled and dated '2013' (on canvas verso), oil on canvas $92 \times 65.5cm$ (36 1/4 x 25 13/16in). £1,200 - 1,800 €1,500 - 2,200





2

18^{AR}

Fred Yates (British, 1922-2008) Gigondas signed and dated 'Fred Yates '90' (lower right), watercolour 54 x 74cm (21 1/4 x 29 1/8in). €1,200 - 1,800 €1,500 - 2,200

19^{AR}

Linda Weir (British, born 1951) 'Holiday Harbour with beautiful Headland' signed with initials 'LW' (lower right); further signed, titled and dated (on board verso), oil on canvas $51 \times 70cm$ (20 1/16 x 27 9/16in). £1,000 - 1,500

€1,200 - 1,800

20^{AR}

Simeon Stafford (British, born 1956) Quayside signed and dated 'SIMEON 95' (lower right), oil on board 61.5 x 87cm (24 3/16 x 34 1/4in). £1,200 - 1,800 €1,500 - 2,200







21^{AR}

Donald McIntyre (British, 1923-2009) 'Prevailing Wind, Anglesey' signed 'D McIntyre' (lower left); titled and signed (on frame verso), oil on board 51 x 152.5cm (20 1/16 x 60 1/16in). £3,000 - 5,000 €3,700 - 6,100

22^{AR}

Donald McIntyre (British, 1923-2009) 'Street in the Snow' signed 'D McIntyre' (lower right); titled and further signed (verso), oil on board 40.5 x 101cm (15 15/16 x 39 3/4in). £3,000 - 5,000 €3,700 - 6,100



23^{AR}

Donald McIntyre (British, 1923-2009) Collioure No.3 signed with initials 'DMC' (lower left), oil on card 28.5 x 38.5cm (11 1/4 x 15 3/16in). £1,200 - 1,800 €1,500 - 2,200

24^{AR}

Donald McIntyre (British, 1923-2009) 'River Wharfe' signed 'DMcINTYRE' (lower centre); inscribed on artist's label verso and numbered 1857, oil on board 52.5 x 78cm (20 11/16 x 30 11/16in). **f2,500 - 3,500**

€3,000 - 4,300

25^{AR}

Fred Uhlman (British, 1901-1985) Welsh Slate Mines signed 'UHLMAN' (lower right), oil on canvas 61 x 91cm (24 x 35 13/16in). £1,000 - 1,500 €1,200 - 1,800

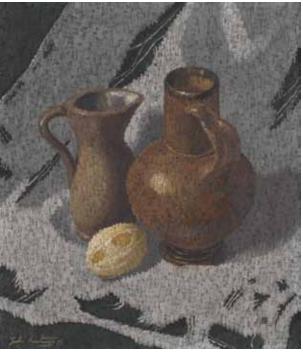








27



28

26^{AR} John Armstrong (British, 1893-1973)

Still life of playing cards, red cherries and Egyptian marble vase signed and dated 'John Armstrong 56' (lower left), oil on canvas

35 x 29.5cm (13 3/4 x 11 5/8in). £1,200 - 1,800 €1,500 - 2,200

EXHIBITED:

London, Leicester Galleries, 1957

LITERATURE:

Andrew Lambirth, *John Armstrong, The Paintings*, London 2009, p.211, no. 555, illus. pl.555

27^{AR}

John Armstrong (British, 1893-1973)

Chance and skill signed and dated 'John Armstrong 56' (lower right), oil on canvas 30 x 25cm (11 13/16 x 9 13/16in). £1,200 - 1,800 €1,500 - 2,200

EXHIBITED: London, Leicester Galleries, 1957

LITERATURE: Andrew Lambirth, *John Armstrong, The Paintings*, London 2009, p.208, no. 535

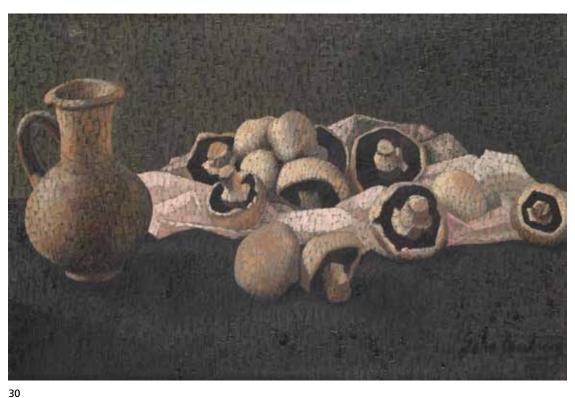
28^{AR}

John Armstrong (British, 1893-1973)

Two brown jugs signed and dated 'John Armstrong 58' (lower left), oil on board 40 x 35cm (15 3/4 x 13 3/4in). £1,500 - 2,000 €1,800 - 2,400

LITERATURE: Andrew Lambirth, *John Armstrong, The Paintings*, London 2009, p.218, no. 649





29^{AR} John Armstrong (British, 1893-1973) Green pepper and tomato signed and dated 'John Armstrong 58' (lower right), oil on board 29.5 x 55cm (11 5/8 x 21 5/8in). €2,000 - 3,000 €2,400 - 3,700

LITERATURE: Andrew Lambirth, *John Armstrong, The Paintings*, London 2009, p.218, no. 648 30^{AR} John Armstrong (British, 1893-1973) Mushrooms signed and dated 'John Armstrong/1956' (lower right), oil on canvas *30 x 45cm (11 13/16 x 17 11/16in).* £2,000 - 3,000 €2,400 - 3,700

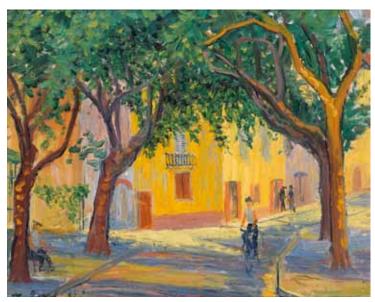
EXHIBITED: London, Leicester Galleries, 1957

LITERATURE: Andrew Lambirth, *John Armstrong, The Paintings*, London 2009, p.208, no. 536





32



33

31^{AR}

David Strachan (British, 1919-1970) Nude reclining on a bed signed and dated 'D Strachan XLVI' (lower left), oil on canvas 51.5 x 66cm (20 1/4 x 26in). £1,000 - 1,500 €1,200 - 1,800

32^{AR}

Julian Trevelyan R.A. (British, 1910-1988) Landscape and house, 1934 signed and dated 'J. Trevelyan '34' (lower left), gouache and pencil on paper laid to card $34 \times 52cm$ (13 3/8 × 20 1/2in). £1,000 - 1,500 €1,200 - 1,800

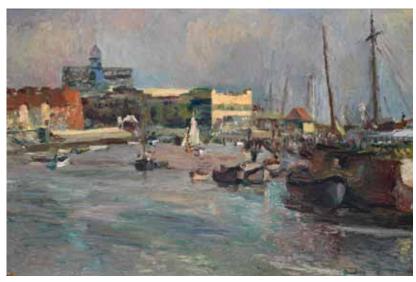
33^{AR}

Frederick Gore CBE RA (British, 1913-2009) Provence street scene signed and dated 'F Gore 52' (lower left), oil on board 33 x 41cm (13 x 16 1/8in). £1,000 - 1,500 €1,200 - 1,800









34^{AR}

John Northcote Nash RA (British, 1893-1977) Landscape on the Pembrokeshire coast signed 'John Nash' (lower left); inscribed (verso), watercolour 37.5 x 50.5cm (14 3/4 x 19 7/8in). €2,000 - 3,000 €2,400 - 3,700

PROVENANCE:

With The Pheonix Gallery, Suffolk With Moore-Gwyn Fine Art, London, where acquired by the present owner

35^{AR}

Peter Potworowski (Polish, 1898-1962) Winter landscape initialled and dated 'P.P.'54' (lower left), oil on canvas, 26 x 45.5cm (10 1/4 x 18in). €2,000 - 3,000 €2,400 - 3,700

PROVENANCE: Gift from the artist to the present owner in the 1950s

36^{AR}

Ronald Ossory Dunlop NEA, ARA, RBA (British, 1894-1973) 'Littlehampton No. I'

signed 'Dunlop' (lower right); signed and inscribed with title (on stretcher), oil on canvas 61 x 92cm (24 x 36 1/4in). £2,500 - 3,500 €3,000 - 4,300

PROVENANCE:

Sale, Cavendish House Auctioneers, Cheltenham, 21 September 1959, lot 133. Note - described as 'Harbour Scene, Winchelsea' in the original sale catalogue, as per old frame plague.







39

37^{AR}

Robert O. Lenkiewicz (British, 1941-2002) Painter with Karen Ciambrello signed 'R O. Lenkiewicz', titled and inscribed '

signed 'R.O Lenkiewicz', titled and inscribed 'ARISTOTLE AND PHYLLIS/ Project 18/Painter with women/study' (canvas verso), oil on canvas 76.5 x 61.5cm (30 1/8 x 24 3/16in). £1,500 - 2,000 €1,800 - 2,400

38^{AR}

Robert O. Lenkiewicz (British, 1941-2002) Painter with Annie Hill-Smith signed 'R.O Lenkiewicz' (canvas verso), oil on canvas 63.5 x 60cm (25 x 23 5/8in). £1,500 - 2,000

€1,800 - 2,400

39^{AR}

Sherree Valentine-Daines (British, born 1956) Ballerina

signed with initials 'SEVD' (lower right), oil on board 48 x 36.5cm (18 7/8 x 14 3/8in). £1,200 - 1,800 €1,500 - 2,200



40* ^{AR}

Ken Howard R.A. (British, born 1932) Dora in the studio signed 'Ken Howard' (lower left), oil on canvas 40.5 x 30.5cm (15 15/16 x 12in). £2,000 - 3,000 €2,400 - 3,700

EXHIBITED:

London, New Grafton Gallery, *Ken Howard* , 23 November - 9 December 2000, where purchased by the present owner

41^{AR}

Robert O. Lenkiewicz (British, 1941-2002) Anna Navas In The Studio signed twice 'R.O Lenkiewicz' and titled (verso), oil on canvas laid to board 57 x 46.5cm (22 7/16 x 18 5/16in).

£3,000 - 5,000 €3,700 - 6,100







43



42^{AR}

P.J. Crook (British, born 1945)

Couple seated by an open fire signed 'PJ Crook' (lower right) acrylic on board $25 \times 31 cm$ (9 13/16 x 12 3/16in).(measurements including painted frame) £1,000 - 1,500 €1,200 - 1,800

43^{AR}

P.J. Crook (British, born 1945)

'The kids around the corner' signed 'PJ Crook' (lower right); further signed and titled (on board verso), acrylic on board 12.5 x 15.5cm (4 15/16 x 6 1/8in).(measurements including painted frame) together with another work by the same hand of a reclining nude (signed with the artist's maiden name)(2) **f800** - **1**,200 **€970** - **1**,500 EXHIBITED:

Royal Academy Summer Exhibition, 1991, no:3 (early work)

44^{AR} P.J. Crook (British, born 1945)

Morning signed 'PJ Crook' (lower left), acrylic on board 21 x 26cm (8 1/4 x 10 1/4in).(measurements including painted frame) €800 - 1,200 €970 - 1,500



45^{AR}

Joan Gillchrest (British, 1918-2008) Riding at Marazian Evening

signed with initials 'JG' (lower right), oil on card 29.3 x 20cm (11 9/16 x 7 7/8in). £1,000 - 1,500 €1,200 - 1,800

46^{AR}

Fred Yates (British, 1922-2008) Innocence signed 'FRED YATES' (lower left), oil on board 32 x 29cm (12 5/8 x 11 7/16in). £1,000 - 1,500 €1,200 - 1,800

47^{AR}

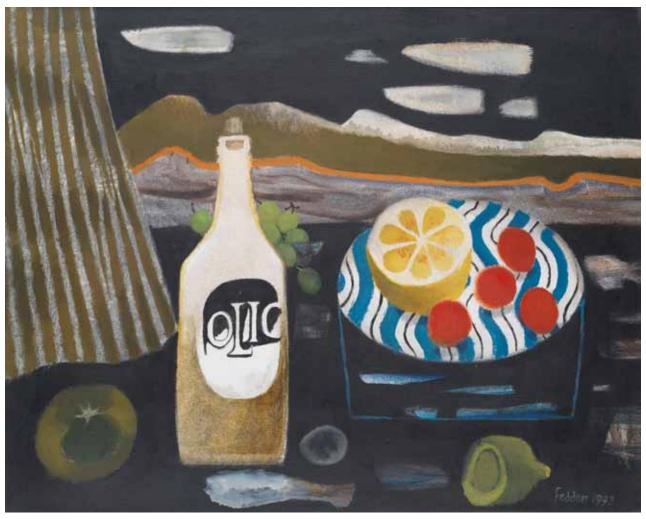
P.J. Crook (British, born 1945) 'Portal Pig' inscribed 'Portal Pig R.A' (lower right); titled and dated '1981' (on board verso), acrylic on board 24.5 x 19.5cm (9 5/8 x 7 11/16in).(measurements including painted frame) £800 - 1,200 €970 - 1,500







48^{AR} Mary Fedden R.A. (British, 1915-2012) Avocado and flowers signed and dated 'Fedden 1992' (lower right) oil on canvas 61 x 75.6 cm. (24 x 29 3/4 in.) £10,000 - 15,000 €12,000 - 18,000



49^{AR}

Mary Fedden R.A. (British, 1915-2012) Olio with lemons signed and dated 'Fedden 1993' (lower right) oil on canvas 61 x 75.8 cm. (24 x 29 7/8 in.) £12,000 - 18,000 €15,000 - 22,000







52

50^{AR}

Prunella Clough (British, 1919-1999) Blade oil on board 23 x 19cm (9 1/16 x 7 1/2in). £1,200 - 1,800 €1,500 - 2,200

PROVENANCE:

With Wenlock Fine Art

EXHIBITED:

Mall Galleries, *The Discerning Eye*, October 1992 (listed as 'Duo' in the catalogue)

51^{AR}

Sir Terry Frost R.A. (British, 1915-2003) Untitled with circles, 1964 signed and dated 'Frost 64' (lower right), watercolour on paper laid to card 58 x 39cm (22 13/16 x 15 3/8in). £1,200 - 1,800 €1,500 - 2,200

 52^{AR} Trevor Bell (British, born 1930) 'Delicate Spring' signed and dated 'Bell 61' (lower right); further signed, dated and titled (on board verso), watercolour, gouache and crayon on paper $54 \times 44cm$ (21 1/4 × 17 5/16in). £1,000 - 1,500 €1,200 - 1,800





54



55



Sandra Blow R.A. (British, 1925-2006) Porthmeor (3 diagonals) signed and dated 'Blow 97' (lower right), collage and mixed media on paper 50.5 x 50.5cm (19 7/8 x 19 7/8in). £1,500 - 2,000 €1,800 - 2,400

PROVENANCE: With Belgrave Gallery

54^{AR}

Denis Mitchell (British, 1912-1993) Untitled signed 'Denis Mitchell' (on board verso), oil on board 21.5 x 26cm (8 7/16 x 10 1/4in). £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: The artist's family

55^{AR}

Sir Terry Frost R.A. (British, 1915-2003) Untitled - Blacks studio stamp (verso), collage and acrylic on card 31 x 31cm (12 3/16 x 12 3/16in). £1,200 - 1,800 €1,500 - 2,200

This is a small version of, or study for, the larger collaged painting which formed part of an installation exhibited at Tate St lves in 2003 and which is illustrated on page 43 in the Tate St lves catalogue 'Terry Frost - Black White and Red', 2003





57



56^{AR}

Sir Terry Frost R.A. (British, 1915-2003) Untitled - red and black circa 1950s, watercolour and ink 32 x 40cm (12 5/8 x 15 3/4in). £1,500 - 2,000 €1,800 - 2,400

57^{AR}

Sir Terry Frost R.A. (British, 1915-2003) Untitled - green and yellow circa 1950s, watercolour and ink 25 x 35.5cm (9 13/16 x 14in). £1,200 - 1,800 €1,500 - 2,200

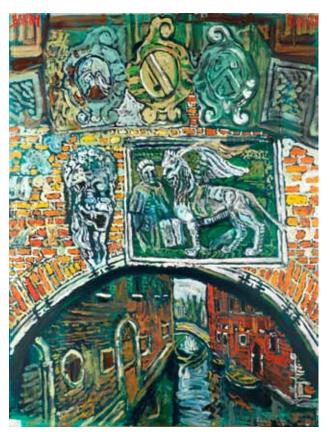
58^{AR}

Sir Terry Frost R.A. (British, 1915-2003) Blue, black and white spiral artist's studio stamp (on backboard), acrylic on paper 63.5 x 96cm (25 x 37 13/16in). £1,200 - 1,800 €1,500 - 2,200



59^{AR W} Albert Irvin RA (British, born 1922) 'San Marco' signed and dated 'Irvin '94' (on stretcher verso), acrylic on canvas 183 x 153cm (72 1/16 x 60 1/4in). unframed £7,000 - 10,000 €8,500 - 12,000

PROVENANCE: With Gimpel Fils Gallery





Works from a private collection

60^{AR}

John Bratby R.A. (British, 1928-1992) Bridge with amorials, Venice signed 'BRATBY' (upper left and right), oil on canvas 122 x 91cm (48 1/16 x 35 13/16in). €3,000 - 5,000 €3,700 - 6,100

61^{AR}

John Bratby R.A. (British, 1928-1992) Bridge over a Venetian canal

signed 'BRATBY' (upper left), oil on canvas 121.5 x 88.5cm (47 13/16 x 34 13/16in). €2,000 - 3,000 €2,400 - 3,700 62^{AR}

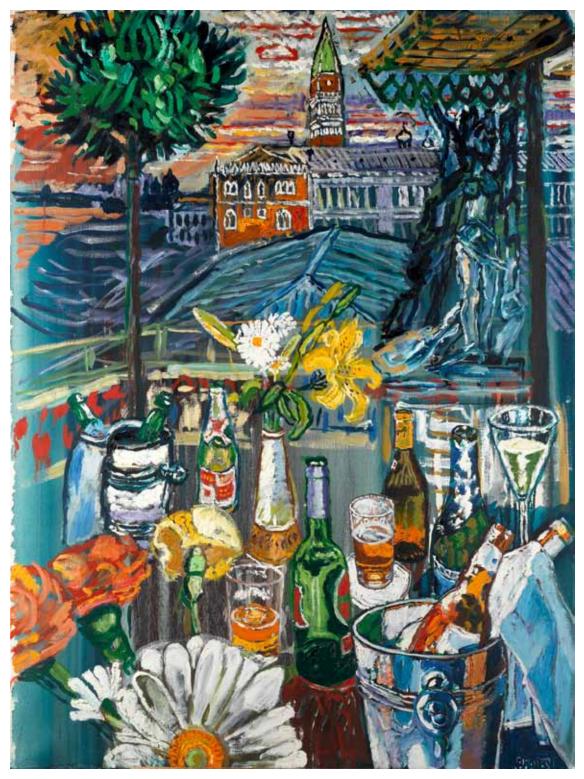
John Bratby R.A. (British, 1928-1992) View of a Venetian canal signed and dated 'Bratby 85' (lower left), oil on canvas 121.5 x 63.5cm (47 13/16 x 25in). £3,000 - 5,000 €3,700 - 6,100

63^{AR}

John Bratby R.A. (British, 1928-1992) View of Venice with bottles in the foreground signed 'BRATBY' (upper left), oil on canvas 121.5 x 63cm (47 13/16 x 24 13/16in). £3,000 - 5,000 €3,700 - 6,100







64^{AR}

John Bratby R.A. (British, 1928-1992) Casanova's Getaway, view from Danielle restaurant of Doge's Palace signed 'BRATBY' (lower right), oil on canvas 121.5 x 91cm (47 13/16 x 35 13/16in). £4,000 - 6,000 €4,900 - 7,300



65^{AR} John Bratby R.A. (British, 1928-1992) St Marks from the canal signed 'BRATBY' (lower left), oil on canvas 122 x 91cm (48 1/16 x 35 13/16in). £5,000 - 7,000 €6,100 - 8,500





67

Other properties

66* ^{AR}

Josef Herman R.A. (British, 1911-2000) Women on the Shore oil on canvas 100.5 x 126cm (39 9/16 x 49 5/8in). £4,000 - 6,000 €4,900 - 7,300

PROVENANCE: With Roland, Browse and Delbanco.

67^{AR}

Tom McGuinness (British, 1926-2006) Street scene with slag heap in the distance signed 'Tom McGuinness' (lower right), oil on board 73.5 x 121.5cm (28 15/16 x 47 13/16in). £2,500 - 3,500 €3,000 - 4,300



68^{AR}

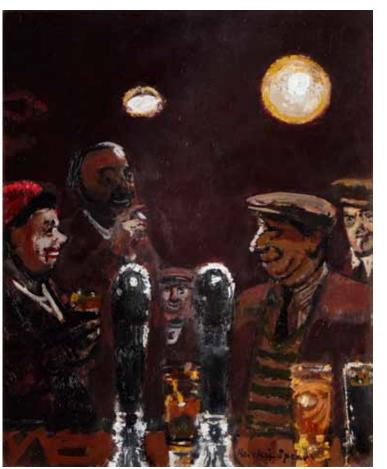
Sir Terry Frost R.A. (British, 1915-2003) Seated Woman signed and dated 'Terry Frost 47' (lower right), oil on board 18 x 17.1cm (7 1/16 x 6 3/4in). £3,000 - 5,000 €3,700 - 6,100

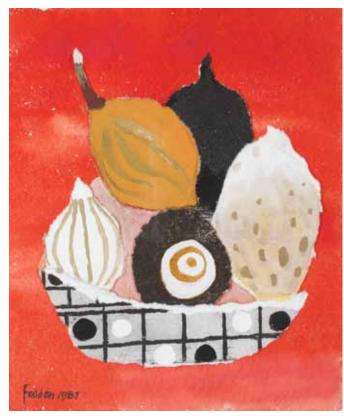
EXHIBITED: London, Belgrave Gallery, Terry Frost, 12 October-3 November 1989, cat.no.2

69^{AR}

Ruskin Spear R.A. (British, 1911-1990) At the bar signed 'Ruskin Spear' (lower right), oil on board 55 x 44cm (21 5/8 x 17 5/16in). £4,000 - 6,000

€4,900 - 7,300







70^{AR}

Mary Fedden R.A. (British, 1915-2012) Fruit Bowl signed and dated 'Fedden 1987' (lower left), watercolour and collage 20 x 16.5cm (7 7/8 x 6 1/2in). £1,500 - 2,000 €1,800 - 2,400

71^{AR}

John Humphrey Spender (British, 1910-2005) 'Approach to Airport'

signed and dated 'H.Spender 61' (lower right); further signed and titled (on label verso), oil on board 41 x 57cm (16 1/8 x 22 7/16in). £700 - 1,000 €850 - 1,200

PROVENANCE: Private Collection, UK

72^{AR}

Duncan Grant (British, 1885-1978)

Flower study signed with initials 'DG' (lower left), mixed media 19.5 x 16cm (7 11/16 x 6 5/16in). £1,000 - 1,500 €1,200 - 1,800









74



73^{AR}

Mackenzie Thorpe (British, born 1956) The Red Fish signed with initial (lower right), coloured chalk 54.5 x 85cm (21 7/16 x 33 7/16in). £1,000 - 1,500 €1,200 - 1,800

74^{AR}

Mary Fedden R.A. (British, 1915-2012) The Blue Pot signed and dated 'FEDDEN 06' (lower right), watercolour 17.5 x 24.5cm (6 7/8 x 9 5/8in). £1,000 - 1,500 €1,200 - 1,800

75^{AR}

John Humphrey Spender (British, 1910-2005) The Garden signed and dated 'H Spender 53' (lower left), oil on board 57 x 70cm (22 7/16 x 27 9/16in). £1,500 - 2,000 €1,800 - 2,400

PROVENANCE: Private Collection, UK







77

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76^{AR} Theodore Major (British, 1908-1999) Still life of flowers in a blue vase oil on board 76.5 x 63.5cm (30 1/8 x 25in). unframed

£2,000 - 3,000 €2,400 - 3,700

77^{AR}

Theodore Major (British, 1908-1999) Poppies signed 'MAJOR' (in pencil verso, lower left) oil on canvas 45 x 41cm (17 11/16 x 16 1/8in). £3,000 - 5,000 €3,700 - 6,100

PROVENANCE: Gift from the artist to the mother of the present owner, thence by family descent.

78^{AR}

Theodore Major (British, 1908-1999) Still life of daffodils oil on canvas $61 \times 50.5 cm (24 \times 19 7/8 in).$ unframed together with another still life unframed oil by the same hand (2) £1,500 - 2,000 €1,800 - 2,400



79^{AR}

Theodore Major (British, 1908-1999) Man and Canal titled and signed 'Major' (verso); paper label signed and titled (attached canvas verso), oil on canvas $63.3 \times 76.3 cm$ (24 15/16 x 30 1/16in). unframed £4,000 - 6,000 €4,900 - 7,300

80^{AR}

Theodore Major (British, 1908-1999) Still life of flowers signd 'Major' (verso), oil on canvas $56 \times 66cm (22 \ 1/16 \times 26in)$. unframed £1,500 - 2,000 €1,800 - 2,400











81^{AR}

Theodore Major (British, 1908-1999) Two Figures oil on board 152.5 x 122cm (60 1/16 x 48 1/16in). unframed £1,500 - 2,000 €1,800 - 2,400

82^{AR}

Theodore Major (British, 1908-1999) Tree Monster signed 'Major' (verso), oil on board *153 x 122cm (60 1/4 x 48 1/16in).* unframed £1,500 - 2,000 €1,800 - 2,400

83^{AR}

Theodore Major (British, 1908-1999) Portrait with red hat signed 'MAJOR' (on board verso), oil on board $91 \times 61cm$ (35 13/16 x 24in). unframed £3,000 - 4,000 €3,700 - 4,900

PROVENANCE: Acquired directly from the artist by Mr F Flight Thence by family descent





Theodore Major (British, 1908-1999) Spirit figure and skeleton signed 'Major' (verso), oil on board 122 x 153cm (48 1/16 x 60 1/4in). £1,500 - 2,000 €1,800 - 2,400

85^{AR}

Theodore Major (British, 1908-1999) Nude figure signed 'Major' (verso), oil on board 122 x 152.5cm (48 1/16 x 60 1/16in). unframed £1,500 - 2,000 €1,800 - 2,400

86^{AR}

Theodore Major (British, 1908-1999) Female Nude signed 'Major' (verso), oil on board 124 x 153cm (48 13/16 x 60 1/4in). £1,500 - 2,000 €1,800 - 2,400











88

87^{AR W}

Maurice Cockrill R.A. (British, 1936-2013) Persephone signed and dated 'Maurice Cockrill 84' (on canvas verso), oil on canvas 181.5 x 112cm (71 7/16 x 44 1/8in). unframed £1,000 - 1,500 €1,200 - 1,800

88^{AR W}

Maurice Cockrill R.A. (British, born 1936) Dawn of the silver age signed and dated 'Maurice Cockrill 1984' (on canvas verso), oil on canvas 122.5×189 cm (48 1/4 × 74 7/16in). unframed £1,000 - 1,500 €1,200 - 1,800

89^{AR}

Henryk Gotlib (Polish, 1890-1966) Eve, 1962 signed 'GOTLIB' (lower left), oil on canvas 127 x 76cm (50 x 29 15/16in). £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: Purchased from the Boundary Gallery by the present owner

EXHIBITED: Scottish National Gallery of Modern Art, *Henryk Gotlib Paintings and Drawings*, 11 July - 17 August 1970, no: 35



90^{AR}

John Bellany CBE RA HRSA LLD(Lon) (British, 1942-2013) Woman with fish signed 'Bellany' (lower right), watercolour 55.5 x 37.5cm (21 7/8 x 14 3/4in). £1,500 - 2,000 €1,800 - 2,400

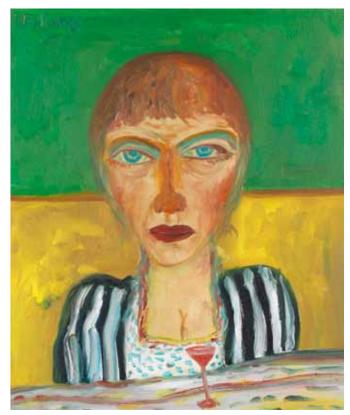
91^{AR}

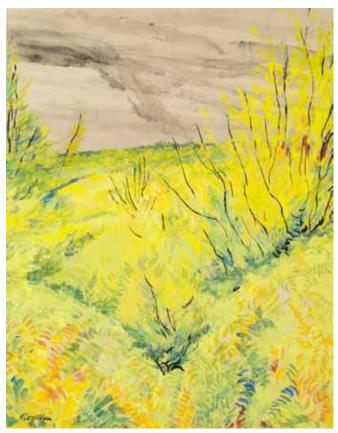
John Bellany CBE RA HRSA LLD(Lon) (British, 1942-2013) Female Head signed 'Bellany' (lower right), oil on canvas 76 x 61cm (29 15/16 x 24in). £2,000 - 3,000 €2,400 - 3,700

92^{AR}

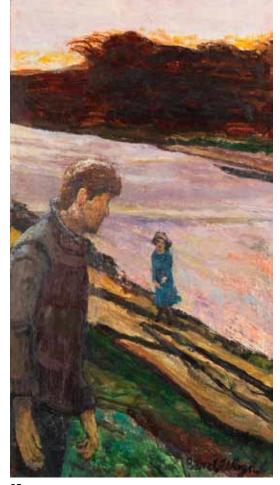
John Bellany CBE RA HRSA LLD(Lon) (British, 1942-2013) Wine drinker signed 'Bellany' (upper left), oil on canvas 61 x 51cm (24 x 20 1/16in). £2,000 - 3,000 €2,400 - 3,700











95

93^{AR} Sir Jacob Epstein (British, 1880-1959) Hillside signed 'Epstein' (lower left), gouache and watercolour 55.5 x 43cm (21 7/8 x 16 15/16in). £1,000 - 1,500 €1,200 - 1,800

94^{AR}

Sir Jacob Epstein (British, 1880-1959) Roses and Iceland Poppies signed 'Epstein' (lower left), gouache and pencil 56 x 43.5cm (22 1/16 x 17 1/8in). £1,200 - 1,800

€1,500 - 2,200

95^{AR}

Carel Weight R.A. (British, 1908-1997) Meeting by the Waterside signed 'Carel Weight' (lower right), oil on board 38.5 x 21.5cm (15 3/16 x 8 7/16in). £1,200 - 1,800 €1,500 - 2,200

PROVENANCE: With Blains Fine Art.





97



96^{AR}

Richard Eurich A.R.A. (British, 1903-1992) Greenham Common signed and dated 'R.Eurich '85' (lower right); further signed, titled and dated again ''GREENHAM COMMON' 1985/RICHARD EURICH R.A.' (verso) oil on board 41.8 x 53.5 cm. (16 1/2 x 21 in.) £1,200 - 1,800 €1,500 - 2,200

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

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

97^{AR}

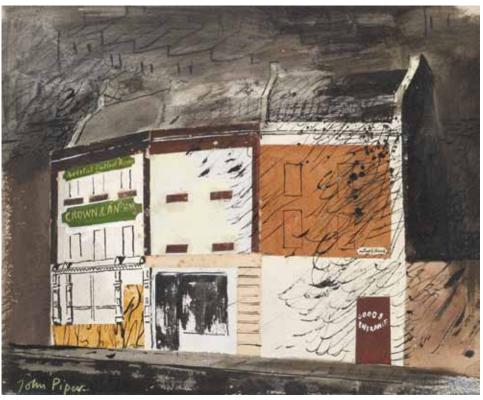
Ronald Ossory Dunlop NEA, ARA, RBA (British, 1894-1973) The Estuary, Weston-super-Mare signed 'Dunlop' (lower right), oil on canvas 63 x 76cm (24 13/16 x 29 15/16in). £1,000 - 1,500 €1,200 - 1,800

98^{AR}

Ronald Ossory Dunlop NEA, ARA, RBA (British, 1894-1973) Near Welford on Avon signed 'Dunlop' (lower right), oil on canvas 41 x 51cm (16 1/8 x 20 1/16in). £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: With The Brook Street Gallery.





100

99^{AR}

John Piper C.H. (British, 1903-1992) 'St Maximum' signed and inscribed 'John Piper/St Maximum' (lower right), mixed media 38 x 54cm (14 15/16 x 21 1/4in). £3,000 - 5,000 €3,700 - 6,100

100^{AR}

John Piper C.H. (British, 1903-1992) Crown & Anchor, Hotwell Road, Bristol signed 'John Piper' (lower left), watercolour, ink and collage *30 x 35cm (11 13/16 x 13 3/4in)*. £2,500 - 3,500 €3,000 - 4,300



101^{AR} John Piper C.H. (British, 1903-1992) Ivy Church (West) signed 'John Piper' (lower left) gouache 36 x 54.5cm (14 3/16 x 21 7/16in). £4,000 - 6,000 €4,900 - 7,300

PROVENANCE: With Marlborough Fine Art





103



104

102^{AR}

Keith Vaughan (British, 1912-1977) Cottages with Geese signed 'Keith Vaughan' (lower left) gouache and ink 13.5 x 16.5 cm. (5 3/8 x 6 1/2 in.) £2,000 - 3,000 €2,400 - 3,700

PROVENANCE: Private Collection, U.K.

Despite the formal arrangement and largely geometric composition, Vaughan's expressive use of gouache and ink (a favourite combination), lends a spontaneous quality to this jewel-like painting.

We are grateful to Gerard Hastings for compiling this catalogue entry. His book, *Keith Vaughan: The Photographs*, has recently been published by Pagham Press.

103^{AR}

Donald Hamilton Fraser RA (British, 1929-2009) The Fort signed 'Fraser' (lower left) oil on paper 40.5 x 46cm (15 15/16 x 18 1/8in). £3,000 - 5,000 €3,700 - 6,100

104^{AR}

Mary Fedden R.A. (British, 1915-2012) 'Jugs and Eggs' signed and dated 'Fedden 1980' (lower left); further signed and titled (on label verso), oil on board $26 \times 31 cm (10 \ 1/4 \times 12 \ 3/16 in)$. £2,000 - 3,000 €2,400 - 3,700

EXHIBITED: The Sandford Gallery, *The Open Window*, 1981 105^{AR}

David Bomberg (British, 1890-1957) Self portrait signed 'Bomberg' (upper left), charcoal 40.5 x 30cm (15 15/16 x 11 13/16in). £2,000 - 3,000 €2,400 - 3,700

106^{AR} John Bratby R.A. (British, 1928-1992) 'The Artist smoking with his wife' inscribed as titled and dated 1957 verso (verso), oil on board 130 x 104cm (51 3/16 x 40 15/16in). €4,000 - 6,000 €4,900 - 7,300

PROVENANCE: With Beaux Arts











107^{AR} Gilbert Spence

Gilbert Spencer R.A. (British, 1892-1979) The artist's wife and child oil on board 41 x 33cm (16 1/8 x 13in). £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: With Fosse Gallery

EXHIBITED: London, The Leicester Galleries, *Gilbert Spencer*, 14th February 1939, no.5

108^{AR}

Donald McIntyre (British, 1923-2009) 'Seated Figure and Flowers' signed 'DMcINTYRE' (lower right); inscribed artist's label verso and numbered 1408 oil on board $60 \times 50cm$ (23 5/8 x 19 11/16in). £1,200 - 1,800 €1,500 - 2,200

109^{AR}

John Armstrong (British, 1893-1973) The Levitation of St. Teresa signed and dated 'John Armstrong/53' (lower right), oil on board 22.5 x 18.5cm (8 7/8 x 7 5/16in). £1,000 - 1,500 €1,200 - 1,800



110^{AR W} Anthony Green RA (British, born 1939) The Chinese Lantern signed and dated 'Anthony Green 74' (lower left); further signed, titled and dated (board verso), oil on board 183 x 206cm (72 1/16 x 81 1/8in). £3,000 - 5,000 €3,700 - 6,100

PROVENANCE: Rowan Gallery, London Gallery K, Washington

111^{AR}

John Bratby R.A. (British, 1928-1992) Gloria signed 'BRATBY' (lower right), oil on canvas 183 x 60.5cm (72 1/16 x 23 13/16in). £2,500 - 3,500 €3,000 - 4,300





112^{AR} Sir Kyffin Williams R.A. (British, 1918-2006) Autumn in Sussex, 1970 signed with initials 'KW' (lower right), oil on canvas *51 x 60cm (20 1/16 x 23 5/8in)*. £6,000 - 8,000 €7,300 - 9,700

EXHIBITED: National Museum of Wales, *Kyffin Williams*, 1987, no.28





Sir Kyffin Williams R.A. (British, 1918-2006) 'Crib Goch in snow' signed with initials 'KW' (lower right); titled (on backboard verso), pencil and watercolour $24 \times 33.5cm$ (9 7/16 x 13 3/16in). £1,000 - 1,500 €1,200 - 1,800

114^{AR}

Sir Kyffin Williams R.A. (British, 1918-2006) Farmer with two heffers signed with initials 'KW' (lower right), pen and ink 12.5 x 19cm (4 15/16 x 7 1/2in). £2,000 - 3,000 €2,400 - 3,700

115^{AR}

Sir Kyffin Williams R.A. (British, 1918-2006) Heffer signed with initials 'KW' (lower right), pen and ink 23 x 29cm (9 1/16 x 11 7/16in). £2,000 - 2,500 €2,400 - 3,000

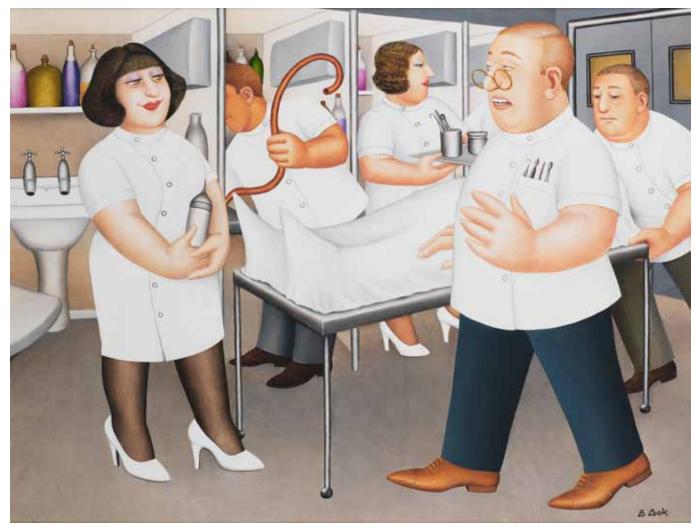






116^{AR} Beryl Cook (British, 1926-2008) Intimate Apparel signed 'B. Cook' (lower right); further signed, titled and dated 'INTIMATE APPAREL/Beryl Cook/JUNE 1994' (verso) oil on panel 61.5 × 71.1 cm. (24 1/4 × 28 in.) £12,000 - 18,000 €15,000 - 22,000

PROVENANCE: With Portal Gallery, London



117^{AR} Beryl Cook (British, 1926-2008) The Loved One signed 'B. Cook' (lower right); further signed, titled and dated 'THE LOVED ONE/Beryl Cook/1992' (verso) oil on panel 55.9 x 73.4 cm. (22 x 28 7/8 in.) £6,000 - 10,000 €7,300 - 12,000

PROVENANCE: With Hunter Simmonds Gallery, Dorset

The present work depicts a scene from Evelyn Waugh's 1948 satirical novella *The Loved One: An Anglo-American Tragedy.* The tale is partly set in L.A. funeral parlour *Whispering Glades*, presided over by senior mortician Mr. Joyboy (whose trademark is the beaming smile he leaves on the faces of embalmed bodies) and Aimée Thanatogenos a cosmetician whose eyes are 'greenish and remote, with a rich glint of lunacy'. Beryl Cook was commissioned to produce a number of works to accompany Waugh's text, which was published in portfolio format in 1994.





119



120

118^{AR}

Fred Yates (British, 1922-2008) Ropes and nets signed 'YATES' (lower left), oil on board 43 x 50cm (16 15/16 x 19 11/16in). £1,500 - 2,000 €1,800 - 2,400

EXHIBITED: John Martin Gallery, *Fred Yates - Crossing the Tamar*, 2011, illustrated in catalogue, p. 23

119^{AR}

John Bratby R.A. (British, 1928-1992) Garden view signature stamp (lower left), oil on canvas

40.5 x 50.5cm (15 15/16 x 19 7/8in). £1,000 - 1,500 €1,200 - 1,800

120^{AR}

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

Olwyn Bowey's garden signed 'Carel Weight' (lower left), oil on board 50.5 x 61cm (19 7/8 x 24in). £1,000 - 1,500 €1,200 - 1,800

Carel Weight was Olwyn Bowey's tutor during her years at the Royal College of Art. This lot is one of several versions of Bowey's garden that Carel Weight painted over the years. 121^{AR}

John Bratby R.A. (British, 1928-1992) Diane seated signed 'BRATBY' (upper left), oil on canvas 121.5 x 91.5cm (47 13/16 x 36in). €2,000 - 3,000 €2,400 - 3,700

122^{AR} John Bratby R.A. (British, 1928-1992) Female nude studies signed 'BRATBY' (upper left), oil on canvas 126 x 101.5cm (49 5/8 x 39 15/16in). €2,000 - 3,000 €2,400 - 3,700







123^{AR}

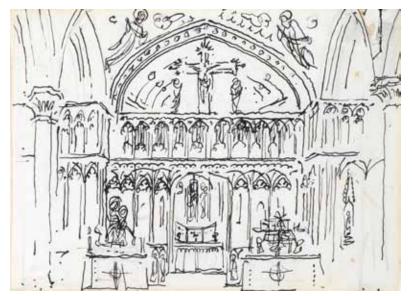
John Piper C.H. (British, 1903-1992) Theatre design signed 'John Piper' (lower right), mixed media 42 x 15cm (16 9/16 x 5 7/8in). €1,000 - 1,500 €1,200 - 1,800

124^{AR}

John Piper C.H. (British, 1903-1992) Felsham signed 'John Piper' (lower left) dated and inscribed '23.i.74 Felsham' (lower right), gouache *37.5 x 56cm (14 3/4 x 22 1/16in).* £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: With Gilbert Parr Gallery





126 (detail)

125^{AR}

John Piper C.H. (British, 1903-1992) Cartoon for the Baptistry window, Coventry Cathedral signed with initials and inscribed 'B23', watercolour, brush and black ink, gouache and collage 126.5 x 53cm (49 13/16 x 20 7/8in). Executed in 1959/61 £1,500 - 2,000 €1,800 - 2,400

PROVENANCE:

With The Marlborough Galleries, London

Described in 1983 as 'Britain's leading designer of stained glass' (Martin Harrison in the introduction to Kettles Yard Exhibition catalogue, Ann Compton (ed.) John Piper, painting in coloured light:an exhibition of stained glass and related works, Cambridge, 1983), the present work is one of Piper's earliest commissions in the medium. Although he copied stained glass windows as early as 1929, Piper 'rediscovered' the medium in the 1950s. His first commission in stained glass was in 1954 for the East End of Oundle School chapel, which was installed in 1956. The present work is a study for a commission given to Piper for the Baptistry window at Coventry cathedral. The subject of the commission was the 'Representation of the Holy Spirit' and the design was conceived as "a sunburst, realised in individual panels which modulate from blue through to red and yellow and white of the sun, with each panel having an independent life as well as forming part of the whole." (see Ann Compton (ed.) Op. Cit.) Piper made several full size cartoons for the window. Piper collaborated with the stained glass craftsman Patrick Reyntiens in the Coventry cathedral commission as well as many others.

126^{AR}

John Piper C.H. (British, 1903-1992)

Church interiors; a group of four framed as one one signed 'John Piper' (lower right), pen and ink various sizes, overall mount size 38.5 x 42.5cm (15 x 16 3/4in) £1,000 - 1,500 €1,200 - 1,800









127^{AR}

Edward Seago, RWS (British, 1910-1974) Fragatas at Cais Do Sodre, Lisbon signed 'Edward Seago' (lower left), watercolour 26 x 37cm (10 1/4 x 14 9/16in). £3,000 - 5,000 €3,700 - 6,100

128^{AR}

Edward Seago, RWS (British, 1910-1974) The Seine, near Amfreville signed 'Edward Seago' (lower left), watercolour 26 x 36.5cm (10 1/4 x 14 3/8in). €2,000 - 3,000 €2,400 - 3,700

PROVENANCE: With Stacy-Marks

129^{AR}

Edward Seago, RWS (British, 1910-1974) The church of Saint Nicholas, Amsterdam signed 'Edward Seago' (lower left), ink and watercolour 30.5 x 46cm (12 x 18 1/8in). £2,000 - 3,000 €2,400 - 3,700

PROVENANCE: With Frost and Reed



130^{AR} Mary Potter (British, 1900-1981) Birds II, 1962 oil on canvas 61 x 76cm (24 x 29 15/16in). £6,000 - 8,000 €7,300 - 9,700

PROVENANCE: The New Art Centre Thompson's, Aldeburgh





131^{AR}

Theodore Major (British, 1908-1999) Man walking near footbridge signed 'MAJOR' (on canvas overlap); abstract oil sketch (on canvas verso), oil on canvas 56 x 65.5cm (22 1/16 x 25 13/16in). unframed £6,000 - 8,000 €7,300 - 9,700

PROVENANCE: Acquired directly from the artist by Mr F Flight Thence by family descent

132^{AR}

Theodore Major (British, 1908-1999) Figures in the street signed 'MAJOR' (on board verso), oil on board 55.5 x 67cm (21 7/8 x 26 3/8in). unframed £8,000 - 12,000 €9,700 - 15,000

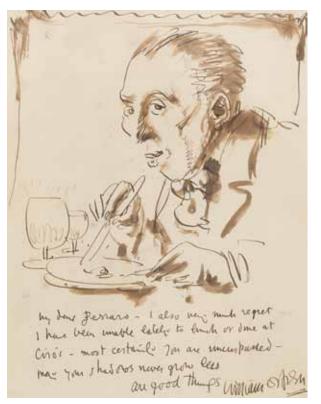
PROVENANCE: Acquired directly from the artist by Mr F Flight Thence by family descent



133^{AR}

Laurence Stephen Lowry R.A. (British, 1887-1976) Head of a Man pencil 20 x 12.9 cm. (7 7/8 x 5 1/8 in.) This work is executed on a sketchbook page £4,000 - 6,000 €4,900 - 7,300 PROVENANCE: Joseph Fitton With Crane Kalman Gallery, London November 2006, where acquired by the present owner Private Collection, U.K.

EXHIBITED: London, Royal Academy of Arts, *L.S. Lowry, 1887-1976*, cat.no.88 (complete sketchbook exhibited)





135





134

Sir William Orpen, R.A., H.R.H.A. (British, 1878-1931) Caricature

signed and inscribed 'My dear Ferraro - I also very much regret/I have been unable lately to lunch or dine at/Cirio's - most certainly you are unsurpassed -/may your shadows never grow less/all good things/William Orpen' (lower centre) ink

22.8 x 17.3 cm. (9 x 6 3/4 in.) £2,000 - 3,000 €2,400 - 3,700

PROVENANCE: The Collection of René de Solier

135***** ^{AR}

Sir Augustus Edwin John (British, 1878-1961) Standing female nude oil on board 36.5 x 26cm (14 3/8 x 10 1/4in). £1,000 - 1,500 €1,200 - 1,800

PROVENANCE:

Artist's Studio Sale, Christie's London, 20th July 1962, Lot 116 (According to cataloguing at the time painted at the Slade School of Art 1896-9)

136

Walter Richard Sickert A.R.A. (British, 1860-1942) Figure studies signed with initials 'W.S' and inscribed 'To Nina Hamnett' (lower right), charcoal and chalk 35 x 24cm (13 3/4 x 9 7/16in). £600 - 800 €730 - 970

PROVENANCE: Private Collection, UK



137* ^{AR}

Augustus Edwin John O.M. (British, 1878-1961) Ethel Quinn Curtiss signed 'John' (upper right) oil on canvas 101.6 x 71.1 cm. (40 x 28 in.) Painted in 1931 £8,000 - 12,000 €9,700 - 15,000

PROVENANCE:

The sitter, thence by family descent to the present owner Private Collection, U.S.A.

EXHIBITED:

Pittsburgh, Carnegie Institute, cat.no.108

Ethel Quinn Curtiss was born in New York to Thomas S. Quinn & Ellen Morgan Quinn and as a young girl was taken to Europe to be educated. She became fluent in French and German and developed a love of opera which would remain with her throughout her life. As a young lady she returned to the U.S.A. and continued education in Colorado. She met Roy A. Curtiss, a financier and sportsman, during a summer in the Berkshires, they married on the 5th of June 1907, moved to New York City and had four sons; Roy, Franklin, Sidney and Thomas (who became the noted film and theatre critic for the International Herald Tribune from the 1950s-1980s).

Following the dissolution of her marriage in 1921 Curtiss's lawyer A.A. Berle who would go on to be a founding member of Franklin Roosevelt's Brain Trust, secured her a extremely favourable settlement. This included a clause entitling her to permanent residency for a fixed rate rent in the Waldorf Astoria Hotel, apartment 3928. Despite attempts to break this clause Curtiss remained at the Waldorf until her death in 1974.

The present work was commissioned in 1931.







140

138^{AR} Sylvia Gosse (British, 1881-1968) Christmas roses signed 'Gosse' (lower right), oil on canvas 35.5 x 24cm (14 x 9 7/16in). £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: With Redfern Gallery

139^{AR}

Sylvia Gosse (British, 1881-1968) Crucifix signed 'Gosse' (lower left), oil on canvas 51 x 37cm (20 1/16 x 14 9/16in). £1,000 - 1,500 €1,200 - 1,800

140^{AR}

Duncan Grant (British, 1885-1978) Portrait of Virginia Woolf signed with initials and dated 'DG/68' (lower right), charcoal 46.5 x 30.5cm (18 5/16 x 12in). unframed £1,000 - 1,500 €1,200 - 1,800 141^{AR} Duncan Grant (British, 1885-1978) Still life of dead game signed and dated 'D Grant/43' (lower right), oil on canvas 66 x 51cm (26 x 20 1/16in). £2,500 - 4,000 €3,000 - 4,900

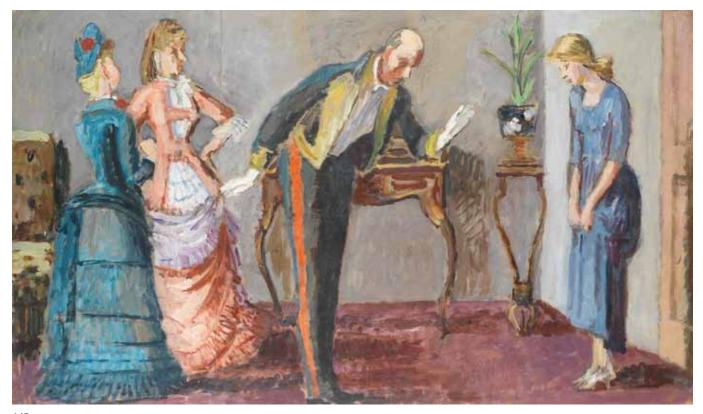
142^{AR} Vanessa Bell (British, 1879-1961) Cinderella Puts on the Shoe oil on paper laid to board $51 \times 85cm (20 \ 1/16 \times 33 \ 7/16in)$. in hand painted frame £3,000 - 5,000 €3,700 - 6,100

PROVENANCE: Belgrave Gallery, London

EXHIBITED: London, British Institute of Adult Education

This work is a study for the mural scheme illustrating the Cinderella story, which the artist painted for the children's restaurant at the Devonshire Hill School in Tottenham in 1944. The mural has since been dismantled and destroyed.









144



145

143^{AR} Charles Cundall R.A. (British, 1890-1971)

View of Florence signed 'Charles Cundall' (lower right), oil on canvas 51 x 84cm (20 1/16 x 33 1/16in). £1,000 - 1,500 €1,200 - 1,800

144

Roger Fry (British, 1866-1934) Moroccan townscape signed 'Roger Fry' (lower right), oil on board 32 x 39.5cm (12 5/8 x 15 9/16in). £1,000 - 1,500 €1,200 - 1,800

We are grateful to Mr Richard Shone for his assistance in cataloguing this lot.

145^{AR}

Godwin Bennett (British, 1888-1960) Sussex landscape with Arundel Castle in the distance signed 'GODWIN BENNETT' (lower left), oil on canvas 41 x 51cm (16 1/8 x 20 1/16in). £1,000 - 1,500 €1,200 - 1,800





147



146^{AR}

Norman Wilkinson (British, 1878-1971) Shipping on the Mersey, before the Liverpool waterfront signed 'NORMAN WILKINSON' (lower right), oil on canvas 63 x 81cm (24 13/16 x 31 7/8in). £1,500 - 2,000 €1,800 - 2,400

147^{AR}

Ruskin Spear R.A. (British, 1911-1990) A London street in twilight signed 'Ruskin Spear' (lower right), oil on canvas 48 x 62cm (18 7/8 x 24 7/16in). £1,500 - 2,000 €1,800 - 2,400

148^{AR}

Rodrigo Moynihan (British, 1910-1991) Still life signed and dated 'R. Moynihan 1932' (lower left), oil on canvas 52 x 76cm (20 1/2 x 29 15/16in). £1,000 - 1,500 €1,200 - 1,800





150



149^{AR}

Donald Hamilton Fraser RA (British, 1929-2009) Still Life (Horizontal) with fruit and flasks signed with initials 'DHF' (lower right), oil on canvas 50.5 x 77cm (19 7/8 x 30 5/16in). £1,000 - 1,500 €1,200 - 1,800

150^{AR}

Jack Pender (British, 1918-1998) Landscape, c.1960 signed 'J.Pender' (lower left); further signed and titled on artist's label (verso), oil on board 38 x 50cm (14 15/16 x 19 11/16in). £1,500 - 2,000 €1,800 - 2,400

PROVENANCE: Sail Loft Gallery, St Ives Henry 'Harry' stamp, bought from the above in 1960

151^{AR}

Jack Smith (British, 1928-2011) 'Bottle and Jugs in room' signed and dated 'Jack Smith '59' (lower right); further signed and titled (verso), oil on canvas $92 \times 95cm$ (36 1/4 x 37 3/8in). £1,500 - 2,000 €1,800 - 2,400 152^{AR}

Martin Bradley (British, born 1931) Abstract Composition circa 1948-1950, oil on board *128 x 78cm (50 3/8 x 30 11/16in).* together with a copy of the certificate in which the artist states it was painted by him circa 1948-1950 £4,000 - 6,000 €4,900 - 7,300

153^{AR}

Prunella Clough (British, 1919-1999) 'Urban Object' signed 'Clough' (lower left), oil on canvas 76 x 63.5cm (29 15/16 x 25in). £4,000 - 6,000 €4,900 - 7,300

PROVENANCE: With The New Art Centre.









154^{AR}

William Gear (British, 1915-1997) 'Blue horizon study' signed 'Gear' (lower right); further signed, titled and dated 'Dec 55' (on canvas verso), oil on canvas 50 x 32.5cm (19 11/16 x 12 13/16in). £2,000 - 3,000 €2,400 - 3,700

155***** AR

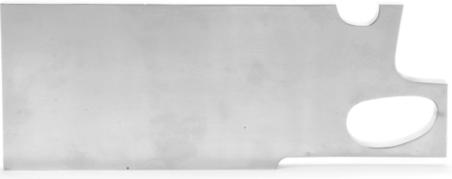
Donald Hamilton Fraser RA (British, 1929-2009) 'No. 117 Vertical Composition, Water Garden' signed with initials 'DHF' (upper left); titled and dated 'April 1954' (on stretcher verso), oil on paper laid to canvas 41.5 x 29cm (16 5/16 x 11 7/16in). £2,000 - 3,000 €2,400 - 3,700

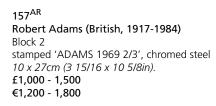
PROVENANCE: Marc Moyens Private collection, U.S

156^{AR}

Robert Adams (British, 1917-1984) Form no 1 stamped 'ADAMS 4/6 /1975', bronze 28 x 30cm (11 x 11 13/16in). £3,000 - 5,000 €3,700 - 6,100

PROVENANCE: Gimpel Fils where purchased by the present owner in 1979





PROVENANCE: Air and Space Fair where purchased by the present owner in 1986

158^{AR}

Bryan Wynter (British, 1915-1975) Lelant Church signed and dated 'Wynter 54' (lower right), gouache and watercolour, *30 x 50cm (11 13/16 x 19 11/16in).* £2,000 - 3,000 €2,400 - 3,700

159* ^{AR}

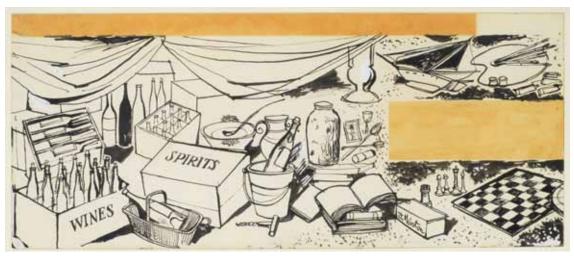
Alexander Mackenzie (British, 1923-2002) Painting (Nocturnal) 1958 signed, inscribed and dated 'Painting (Nocturnal) 1958/Alexander Mackenzie/Upper Meadow Studio/Newlyn Penzance' (on the backboard) oil on board $34.8 \times 67 \text{ cm.}$ (13 3/4 x 26 1/4 in.) £4,000 - 6,000 €4,900 - 7,300

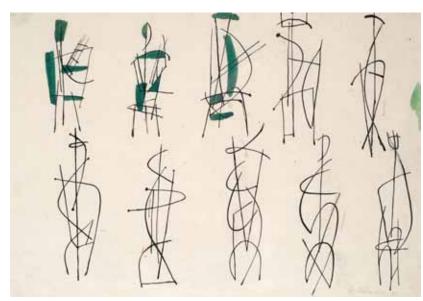
PROVENANCE: With The Waddington Galleries, London where acquired by Mrs. C. Collingwood Private Collection, U.S.A.

EXHIBITED: London, The Waddington Galleries, *House Exhibition*, 17 April-10 May 1958, cat.no.30

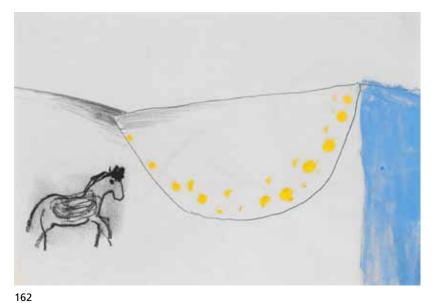








161



160^{AR}

John Minton (British, 1917-1957) Still life with bottles and chessboard signed 'J.Minton' (lower right), pen, ink and collage 20 x 47.5cm (7 7/8 x 18 11/16in). £1,200 - 1,800 €1,500 - 2,200

161^{AR}

Robert Adams (British, 1917-1984) Studies for sculpture signed and dated 'R Adams 50' (lower right), pen, ink and wash *30 x 42.5cm (11 13/16 x 16 3/4in).* £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: With Gimpel Fils

162^{AR}

Roger Hilton (British, 1911-1975) 'Landscape with Horse' mixed media 14.5 x 21.5cm (5 11/16 x 8 7/16in). £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: The McAlpine Collection. Private Collection, Ireland.

EXHIBITED: London, Austin/Desmond and Phipps, St lves 1940-1960.



165

163^{AR}

John Hoyland RA (British, 1934-2011) Afternoon Learning, 1996 acrylic on canvas 35 x 25.5cm (13 3/4 x 10 1/16in). £2,500 - 3,000 €3,000 - 3,700

164^{AR}

William Crozier H.R.H.A. (Irish, born 1930) Lambeth Hill, No.2 signed and dated 'Crozier 1961' (lower right), oil on paper 59 x 48.3cm (23 1/4 x 19in). €2,000 - 3,000 €2,400 - 3,700

PROVENANCE: With Arthur Tooth and Sons Ltd.

165

Sidney Nolan (Australian, 1917-1992) Hanging carcass I ripolin on paper 64 x 50.8 cm. (24 x 20 in.) £2,500 - 3,500 €3,000 - 4,300

PROVENANCE: Sale; Sotheby's, London, 21 March 2002, lot 497



163











168

 166^{AR} Patrick Hughes (British, born 1939) Wet Rainbow for David signed, inscribed and dated 'Wet Rainbow/for David/Patrick Hughes/78' (verso) gloss paint on board $122 \times 122 \text{ cm. } (48 \times 48 \text{ in.})$ (unframed) £1,000 - 1,500 €1,200 - 1,800

167^{AR}

Patrick Hughes (British, born 1939) Rainbow In My Trousers signed, inscribed and dated 'Rainbow/in my trousers/Patrick Hughes/1977' (verso) gloss paint on board *122 x 91.5cm (48 x 36 in.)* (unframed) £1,000 - 1,500 €1,200 - 1,800

168^{AR}

Sir Terry Frost R.A. (British, 1915-2003) Bright red, yellow and black signed and dated 'Frost 96' (lower right), acrylic monotype 57 x 38cm (22 7/16 x 14 15/16in). £1,500 - 2,000 €1,800 - 2,400



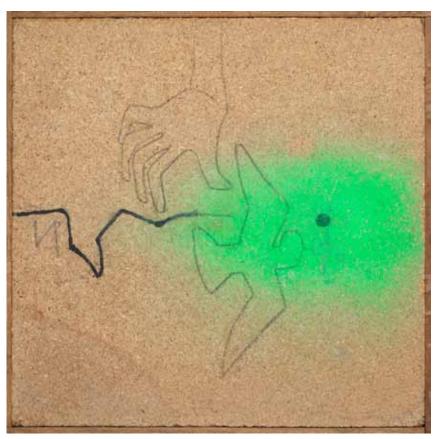
169^{AR} Jack Smith (British, 1928-2011) 'Sounds and silences' signed and dated 'Jack Smith 1967' (verso), oil on canvas 150 x 153cm (59 1/16 x 60 1/4in). £3,000 - 5,000 €3,700 - 6,100

PROVENANCE: Sale, Sotheby's, London, Modern Pictures, 25 Oct. 1972, Lot 122 With Marlborough Galleries

170^{AR}

Victor Pasmore R.A. (British, 1908-1998) Bird and hand, with green signed with initials 'VP' (centre left), charcoal, gouache and spray paint on chipboard 40 x 40cm (15 3/4 x 15 3/4in). £2,000 - 3,000 €2,400 - 3,700

PROVENANCE: The artist Thence by descent







171^{AR}

Sir Eduardo Paolozzi (British, 1924-2005) Mondrian Head

signed 'E/Paolozzi' (on the right-hand side), inscribed and dated 'A/P 1993' (on the back); further inscribed 'MicHAEI/FliNt/PHILIDA' (on the left-hand side)

bronze with a black patina 24.1 cm. (9 1/2 in.) high £10,000 - 15,000 €12,000 - 18,000

PROVENANCE: Acquired directly from the artist by the present owner

Paolozzi's Mondrian heads of the early 1990s are a continuation of the artist's exploration of fractious portrait busts which can be considered as meditations on the condition of being. Paolozzi would often strike a dialogue between his own practice and art works from those he admired, one such example being the minimalist New York works of Piet Mondrian. The present work and related series are informed specifically by Mondrian's 1940s *Broadway Boogie-Woogie* masterpieces in which the pulsing lights of the city streets are interpreted into abstract compositions. Here the concept is re-interpreted by Paolozzi and projected onto an anonymous head, the outcome is at once an abstract notion, a figural form and an acknowledgment of art history.

172^{AR}

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

Winged Beast II signed and numbered 'Frink/4/8' (on the base) bronze with a brown patina 36.8 cm. (14 1/2 in.) high (including base) Conceived in 1962 £15,000 - 20,000 €18,000 - 24,000

PROVENANCE:

With Waddington Galleries, London, where acquired by the present owner in 1972

EXHIBITED:

London, Waddington Galleries, *Elisabeth Frink: Sculpture*, 28 November-21 December 1963 (another cast) London, Waddington Galleries, *Elisabeth Frink: Sculpture and Prints and Drawings from Chaucer*, 11 October-4 November 1972 (another cast) London, Whitechapel Art Gallery, *British Sculpture in the Twentieth Century: Symbol and Imagination 1951-1980*, 27 November 1981-24 January 1982 (another cast) London, Royal Academy, *Elisabeth Frink: Sculpture and Drawings 1952-*

London, Royal Academy, Elisabeth Frink: Sculpture and Drawings 1952-1984, 8 February-24 March 1985 (another cast) London, Beaux Arts, Frink, 2006 (another cast)

LITERATURE:

The Times, *Miss Elisabeth Frink and the Eternal Hero*, 29 November 1963 Edwin Mullins (ed.), *The Art of Elisabeth Frink*, Lund Humphries, London, 1972, pl.40 (another cast ill.b&w)

Jill Wilder (ed.), *Elisabeth Frink Sculpture; Catalogue Raisonné*, Harpvale, London, 1984, p.155, cat.no.87 (another cast ill.b&w)

Annette Ratuszniak, *Elisabeth Frink; Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.82, cat.no.108 (another cast ill.b&w)



175

173^{AR} Peter Howson (British, born 1958) Scar Face signed 'HOWSON' (lower left), oil on canvas *40.5 x 30cm (15 15/16 x 11 13/16in).* £1,500 - 2,000 €1,800 - 2,400

174^{AR}

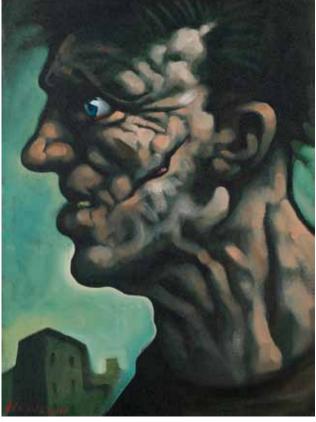
Sir Eduardo Paolozzi (British, 1924-2005) Head (after Josephine Baker) signed and dated 'Eduardo Paolozzi 1996' (on base), painted plaster 40cm (15 3/4in)(height) unique, conceived in 1996 £1,500 - 2,000 €1,800 - 2,400

PROVENANCE: With Alan Wheatley Art The Estate of the artist

175^{AR}

Kevin Sinnott (British, born 1947) 'A Romantic Dilemma - Beach 2 1993' signed with initials 'KS' (lower right), oil on canvas 150 x 197cm (59 1/16 x 77 9/16in). unframed £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: With Flower East Gallery











176

176

Louis William Wain (British, 1860-1939) 'Fulmer Snowstorm' inscribed with title (left centre); with 'Fulmer Forget me Not' sketch (on paper verso), pencil and watercolour 34 x 24cm (13 3/8 x 9 7/16in). together with two further double sided drawings by the same hand, titled 'Viola Blue' and 'Playful kittens' (3) £1,200 - 1,800 €1,500 - 2,200

EXHIBITED: Chris Beetles, *50th Anniversary Exhibition*, 5-21 July 1989, no: G762, G741, G766

177

Louis William Wain (British, 1860-1939) Cat among the flowers

signed 'Louis Wain' (lower right) watercolour and pencil crayon 24.5 x 17cm (9 5/8 x 6 11/16in). £1,200 - 1,500 €1,500 - 1,800

EXHIBITED: London, Chris Beetles Limited, no. 100



178^{AR}

Sir Stanley Spencer R.A. (British, 1891-1959) Portrait of Hilda inscribed 'Hilda, Shirin wants to keep this' (lower left), pencil 35.5 x 25.5cm (14 x 10 1/16in). together with four further portrait sketches by the same hand, including a self portrait of the artist (5)(all unframed) £2,000 - 3,000 €2,400 - 3,700

179^{AR}

Sir Stanley Spencer R.A. (British, 1891-1959) Portrait of a young girl signed 'Stanley Spencer' (lower right), pencil 36 x 25.5cm (14 3/16 x 10 1/16in). unframed £1,000 - 1,500 €1,200 - 1,800

180^{AR}

Charles Frederick Tunnicliffe R.A. (British, 1901-1979) 'Canada Geese Alighting' signed 'C. F. Tunnicliffe' (lower right) watercolour 42 x 58cm (16 9/16 x 22 13/16in). £1,000 - 1,500 €1,200 - 1,800

EXHIBITED: With Welsh Arts Council, Cardiff exhibition label verso (no date).











181^{AR}

Frederick Cuming RA NEAC (British, born 1930) The Boathouse signed 'Cuming' (lower left), oil on board 64 x 49.5cm (25 3/16 x 19 1/2in). £1,500 - 2,000 €1,800 - 2,400

PROVENANCE: With Mason-Watts Fine Art

182^{AR}

Bernard Dunstan, R.A. (British, born 1920) 'The studio' signed with initials and dated 'BD '57' (lower left); titled (on handwritten label verso), oil on board 35 x 26cm (13 3/4 x 10 1/4in). £1,500 - 2,500 €1,800 - 3,000

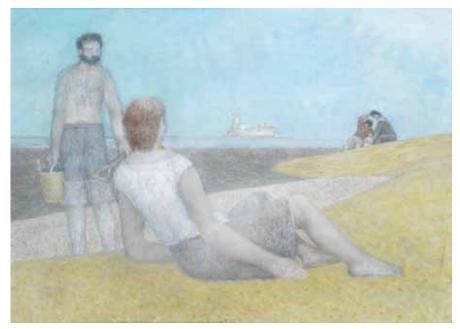
183^{AR}

Frederick Cuming RA NEAC (British, born 1930) 'Ferry on the Lagoon, Venice' signed 'Cuming' (lower left); bears inscription verso, oil on board 25 x 25cm (9 13/16 x 9 13/16in). £1,200 - 1,800

€1,500 - 2,200

181







185

184^{AR}

Richard Eurich A.R.A. (British, 1903-1992) 'The Bait Digger' titled, signed and dated 'RICHARD EURICH 1984' (on board verso), oil and pencil on board 46.5 x 64cm (18 5/16 x 25 3/16in).

£3,000 - 5,000 €3,700 - 6,100

PROVENANCE: Collection of the artist Tom Coates Private collection

185^{AR}

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

signed and dated 'R.Eurich '74' (lower right); further signed, titled and dated again 'PLYMOUTH. 1974/RICHARD EURICH' (verso) oil on board 36 x 59.7 cm. (14 1/8 x 23 1/2 in.) £4,000 - 6,000 €4,900 - 7,300 PROVENANCE: The artist's family

Sale; Christie's, London, 26 May 2011, lot 117, where acquired by the present owner

EXHIBITED:

Petersfield, Ash Barn Gallery, *Richard Eurich, R.A., Mostly Recent Paintings*, 22 June–27 July 1980, cat.no.11 Salisbury, Divisional Library, *Beaches, Breezes and Boats, an Exhibition of Paintings by Richard Eurich R.A.*, 4–18 September 1982, cat.no.14 London, The Fine Art Society, *Richard Eurich, O.B.E., R.A., Paintings Since the War*, 14 October–8 November 1991, cat.no.23

Please note that a copy of a related letter from the artist's daughter is included with this lot.

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



186^{AR} Edward Seago R.W.S. (British, 1910-1974) Early Morning, Chioggia signed 'Edward Seago' (lower left) oil on board 50.5 x 74.9 cm. (19 7/8 x 29 1/2 in.) £15,000 - 20,000 €18,000 - 24,000

PROVENANCE: With Marlborough Fine Art, London where acquired by the family of the present owner Private Collection, U.K.

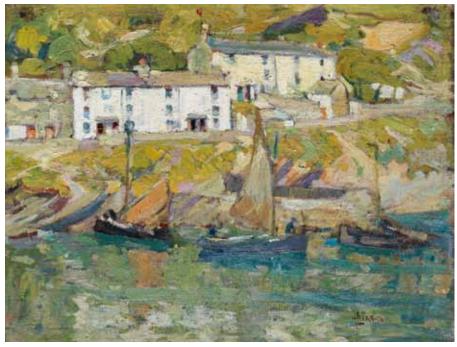
EXHIBITED: London, Marlborough Fine Art, *Edward Seago, Painting and Watercolours*, November 1972, cat.no.19

The fishing town of Chioggia sits at the southern end of the Laguna Venta. James Reid remarks 'The bold geometry and vivid colours of the [Chioggian] buildings attracted Seago. Walls and facades became, with decisive brushstrokes or firm applications of the palette knife, harmonies of squares and rectangles with masts, arches and windows providing linear variations.' (James W. Reid, *Edward Seago, The Landscape Art*, Phillip Wilson Publishers, London, 1991, p.201).



187^{* AR} Edward Seago, RWS (British, 1910-1974) 'Trivett's Farm, Norfolk' signed 'Edward Seago' (lower left); titled (on board verso), oil on board 40.5 x 61cm (15 15/16 x 24in). £10,000 - 15,000 €12,000 - 18,000

PROVENANCE: Believed to have been purchased by the vendor's mother from Everard Read Gallery, Johannesburg circa 1962-63





188^{AR}

John Anthony Park (British, 1880-1962) Cottages on the coast signed 'JA PARK' (lower right), oil on canvas laid to board 32 x 40cm (12 5/8 x 15 3/4in). £3,000 - 5,000 €3,700 - 6,100

189^{AR}

Ken Howard R.A. (British, born 1932) Chioggia, Veneto signed 'Ken Howard' (lower right), oil on canvas 50.5 x 60.5cm (19 7/8 x 23 13/16in). £4,000 - 6,000 €4,900 - 7,300



190^{AR} Frederick Cuming RA NEAC (British, born 1930) View of Fowey signed 'Cuming' (lower left), oil on canvas *51 x 61cm (20 1/16 x 24in).* £5,000 - 7,000 €6,100 - 8,500



191^{AR} Sir Jacob Epstein (British, 1880-1959) Frisky bronze with a brown patina *31.1 cm. (12 1/4 in.) high* Conceived in 1953 in an edition of 6 £4,000 - 6,000 €4,900 - 7,300

PROVENANCE: Private Collection, U.K

EXHIBITED:

London, Leicester Gallery, *New Year Exhibition*, 1957, cat.no.123 (another cast) London, Leicester Gallery, 1960, cat.no.52 (another cast)

LITERATURE:

Richard Buckle, *Jacob Epstein; Sculptor*, Faber and Faber, London, 1963, p.363, cat.no.572 (ill.b&w, another cast) Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.216, cat.no.469 (ill.b&w, another cast) June Rose, *Demons and Angels, A Life of Jacob Epstein*, Carroll & Graf, New York, 2002, p.252

Buckle notes 'In a moment of relaxation Epstein amused himself by modeling his Shetland sheepdog Frisky. This little bronze, which conveys well the gentle affectionate character of the animal, was Epstein's only animal sculpture apart from a less finished 'Cat' of 1920' (Richard Buckle, *Jacob Epstein; Sculptor*, Faber and Faber, London, 1963, p.363)



192^{AR} Eliot Hodgkin (British, 1905-1987)

Aubergines, chillies and mushrooms signed and titled 'Eliot Hodgkin/July 55' (upper left), tempera on board 14.5 x 27cm (5 11/16 x 10 5/8in). £5,000 - 7,000 €6,100 - 8,500

193 Dora Carrington (British, 1893-1932) Exotic flower mixed media and foil collage on glass 48.3 x 36.8 cm. (19 x 14 1/2 in.) £4,000 - 6,000 €4,900 - 7,300

PROVENANCE: Emily Beatrix Coursolles Jones Thence by family descent to the present owner in 1966

EXHIBITED:

London, Upper Grosvenor Gallery, *Carrington: a Retrospective Exhibition*, 6-28 November 1970, glass painting room unnumbered (where lent by the present owner)

In her 'tinsel' paintings of the 1920s and early 30s Carrington revisits a tradition of glass painting inspired by oriental techniques and made popular by the Victorians. Carrington would outline in ink a mirror image of her chosen composition directly onto glass. Colour was then introduced by way of opaque paints and finally the works would be backed with carefully flattened foils of collected sweet wrappers, resulting in a pearlescent and opulent quality.

Initially Carrington would produce these only as gifts for friends. However their extremely appealing nature lent itself to commercial gain and Carrington found that a good income could be had selling the works which she did through Fortnum & Masons on Piccadilly for between 35 shillings and £2.

E.B.C. Jones was a novelist active in the early 20th century and friend of Dora Carrington.







195



194^{AR}

George Campbell R.H.A. (Irish, 1917-1979) Farms, Red Evening signed 'Campbell' (lower left); further signed, titled and dated (verso), oil on board 29 x 79cm (11 7/16 x 31 1/8in). £1,500 - 2,000 €1,800 - 2,400

PROVENANCE: With James Wray Gallery, Belfast

195^{AR}

George Campbell R.H.A. (Irish, 1917-1979) Bloody Foreland, Donegal signed 'Campbell' (lower left); inscribed with title and dated 1971 (on board verso), oil on canvas board, $34 \times 45cm$ (13 3/8 x 17 11/16in). £1,000 - 1,500 €1,200 - 1,800

PROVENANCE: With David Hendriks Gallery

196^{AR}

Charles Vincent Lamb R.H.A., R.U.A. (Irish, 1893-1964) Cottages at Carra Roe signed 'LAMB' (lower left), oil on board 25.5 x 34cm (10 1/16 x 13 3/8in). £1,500 - 2,000 €1,800 - 2,400

PROVENANCE: With The Bell Gallery, Belfast





198

197^{AR}

Maurice MacGonigal (Irish, 1900-1979) Old Houses, Loughshinny towards evening circa 1930s, signed 'MacGonigal' (lower right), oil on board

31 x 40cm (12 3/16 x 15 3/4in). £2,000 - 3,000 €2,400 - 3,700

PROVENANCE: Gifted from the artist to his brother in law on his marriage Thence by descent

Loughshinny(meaning the lake of the Foxes) is an old fishing village in the coastal area known as Fingal(the place of the fair foreigner). Maurice MacGonigal had a house there from the mid 1920s until the Battle of Britain - when the dog fights between the RAF and German planes made his sea front house dangerous for the artist's young family and parents. MacGonigal did not return to the area until the 1950s.

This work is painted in a style typical of the artist's palette, derived from the plein air tradition, showing strong contrasts of vivid colours and a modified 'pointillist' style which he favoured.

198^{AR} Daniel O'Neill (Irish, 1920-1974) Still life signed 'D O'NEILL' (upper left), oil on canvas 31 x 41cm (12 3/16 x 16 1/8in). £3,000 - 5,000 €3,700 - 6,100

PROVENANCE: Victor Waddington Galleries, Dublin





199

Alfred Wallis (British, 1855-1942) Three ships pencil and oil on card 11.6 x 21.5 cm. (4 1/2 x 8 1/2 in.) £6,000 - 8,000 €7,300 - 9,700

PROVENANCE:

Henry Gilbert Thence by descent to the present owner Private Collection, U.K.

Henry 'Gillie' Gilbert was the founder of the Wills Lane Gallery, architect and veteran of the St. Ives art scene. He was a crucial advocate in the career development of many of the now renowned moderns from the period including Barbara Hepworth, Ben Nicholson and Bernard Leach. In later life he was a key component in the establishment of the town's artistic legacy as part of the St Ives Action Group which raised substantial funds for the building of Tate St. Ives.

200

Alfred Wallis (British, 1855-1942) Rig sailing into a harbour pencil and oil on card 22 x 21.8 cm. (8 5/8 x 8 1/2 in.) €7,000 - 10,000 €8,500 - 12,000

PROVENANCE: Henry Gilbert Thence by descent to the present owner Private Collection, U.K.





201^{AR} Evie Hone H.R.H.A. (Irish, 1894-1955) Abstract Composition signed 'Evie Hone' (lower right), gouache on card 56 x 27cm (22 1/16 x 10 5/8in). £3,000 - 5,000 €3,700 - 6,100

PROVENANCE: The collection of Le Febure-Foinet 202

202^{AR} Evie Hone H.R.H.A. (Irish, 1894-1955) Madonna and Child signed and dated 'E. Hone. 1931.' (lower right) tempera on panel 69.8 x 44.4 cm. (27 1/3 x 17 3/4 in.) £5,000 - 7,000 €6,100 - 8,500

PROVENANCE: The collection of Le Febure-Foinet



203^{AR} Henry Lamb (British, 1883-1960) Summer landscape signed and dated 'Lamb/30' (lower right), oil on canvas 56 x 91.5cm (22 1/16 x 36in). £6,000 - 8,000 €7,300 - 9,700



204^{AR} Gilbert Spencer R.A. (British, 1892-1979) Garsington Roofs signed and dated 'G SPENCER 1924' (lower right), oil on canvas 47 x 62cm (18 1/2 x 24 7/16in). £6,000 - 8,000 €7,300 - 9,700

PROVENANCE: With The Fine Art Society

Garsington Manor, near Oxford, was home to Lady Ottoline Morrell between 1914 and 1924. A society hostess and patron of the arts, she helped Spencer find a place to stay in the village of Garsington when he was invited to teach at Oxford by Sydney Carline.

Spencer's stay in Garsington meant he came in contact with many artists including the Bloomsbury set.

Spencer produced several paintings of Garsington and the surrounding countryside during the 1920s

End of Sale

Index

Lots

Adams Robert	156 157 161	Lamb Llann	203
Adams, Robert Armstrong, John	156, 157, 161 26, 27, 28, 29, 30, 109	Lamb, Henry Lenkiewicz, Robert O.	37, 38, 41
Bell, Trevor	20, 27, 28, 29, 30, 109	Lowry, Laurence Stephen	133
Bell, Vanessa	142	MacGonigal, Maurice	197
Bellany, John	10, 90, 91, 92	Mackenzie, Alexander	159
Bennett, Godwin	145	Major, Theodore	76, 77, 78, 79, 80, 81, 82,
Blow, Sandra	53		83, 84, 85, 86, 131, 132
Bomberg, David	105	McGuinness, Tom	67
Bradley, Martin	152	McIntyre, Donald	21, 22, 23, 24, 108
-	, 61, 62, 63, 64, 65, 106, 111, 119, 121, 122	Minton, John	160
Campbell, George	194	Mitchell, Denis	54
Carrington, Dora	193	Moynihan, Rodrigo	148
Clough, Prunella	50, 153	Nash, John Northcote	34
Cockrill, Maurice	87, 88	O'Neill, Daniel	198
Cook, Beryl	116	Orpen, Sir William	134
Craigmyle, Anthea	16	Paolozzi, Eduardo	171, 174
Crook, Pamela J	42, 43, 44, 47	Park, John Anthony	188
Crozier, William	164	Pasmore, Victor	170
Cuming, Frederick	4, 181, 183, 190	Pender, Jack	150
Cundall, Charles	143	Piper, John	99, 100, 101, 123, 124, 125, 126
Dunlop, Ronald Ossory		Potter, Mary	130
Dunstan, Bernard	182	Potworowski, Peter	35
Epstein, Jacob	93, 94, 191	Seago, Edward	127, 128, 129, 186, 187
Eurich, Richard	96, 184, 185	Shrager, Anne J.	15
Fedden, Mary	48, 49, 70, 74, 104	Sickert, Walter Richard	136
Fraser, Donald Hamiltor		Sinnott, Kevin	175
Frink, Elisabeth	172	Smith, Jack	151, 169
Frost, Terry	51, 55, 56, 57, 58, 68, 168	Spear, Ruskin	69, 147
Fry, Roger Elliot	144	Spencer, Gilbert	107, 204
Gear, William	154	Spencer, Stanley	178, 179
Gillchrest, Joan	45	Spender, John Humphrey	71, 75
Gore, Frederick	33	Stafford, Simeon	20
Gosse, Sylvia	138, 139	Strachan, David	31
Gotlib, Henryk	89	Thorpe, Mackenzie	73
Grant, Duncan	72, 140, 141	Trevelyan, Julian	32
Green, Anthony	110	Tunnicliffe, Charles Frederick	180
Hardy, Robert	17	Uhlman, Fred	25
Herman, Josef	66	Valentine-Daines, Sherree	39
Hilton, Roger	162	Vaughan, Keith	102
Hodgkin, Eliot	192	Wain, Louis William	176, 177
Hone, Evie	201, 202	Wallis, Alfred	199, 200
Howard, Ken	1, 2, 3, 5, 40, 189	Weight, Carel	11, 12, 13, 14, 95, 120
Howson, Peter	173	Weir, Linda	19
Hoyland, John	163	Wilkinson, Norman	146
Hughes, Patrick	166, 167	Williams, Kyffin	112, 113, 114, 115
Irvin, Albert	59	Wynter, Bryan	158
John, Augustus Edwin	135, 137	Yates, Fred	6, 7, 8, 9, 18, 46, 118
Lamb, Charles Vincent	196		

JOHN WELLS (1907-2000) Landing Ground oil on board 17 x 43.5 cm. (6 3/4 x 17 1/4 in.) £10,000 - 15,000 (detail)

ENTRIES NOW INVITED

CLOSING DATE FOR ENTRIES

17 April 2014

CONTACT +44 (0) 20 7468 8366 penny.day@bonhams.com

Bonhams

LONDON

MODERN BRITISH AND IRISH ART

New Bond Street Wednesday 28 May 2014

bonhams.com/modernbritish

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 Buver and the Seller and not with us. If Bonhams sells a Lot as principal this will either be stated in the Catalogue or an announcement to that effect will be made by the Auctioneer, or it will be stated in a notice at the Sale or an insert in the Catalogue.

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

2. LOTS

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

a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone (only available on lots with a low estimate greater than £400)

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the

identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

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

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

lammer Price	Percentage amount
rom €0 to €50,000	4%
rom €50,000.01 to €200,000	3%
rom €200,000.01 to €350,000	1%
rom €350,000.01 to €500,000	0.5%
xceeding €500,000	0.25%
rom €50,000.01 to €200,000 rom €200,000.01 to €350,000 rom €350,000.01 to €500,000	3% 1% 0.5%

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- 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, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

RISK, PROPERTY AND TITLE

5

- 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

- Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- Time will be of the essence in relation to payment of the Purchase Price and all other sums 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

7.5

- 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*.
 - You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on 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

9

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or 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

11

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

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

If you have not collected the *Lot* by the date specified in the *Notice* to *Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.4

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

RESPONSIBILITY FOR THE LOT

- 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.
- 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*.

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

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

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

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

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

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

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

If we are reasonably satisfied that a Lot is a 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 such companies, and of 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 W15 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

Selfer with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue

which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds. "Description" any statement or representation in any

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

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

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

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

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

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

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

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.

Credit and Debit Card Payments

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

Notice to Bidders.

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

If successful

Telephone or

Absentee (T / A)

I will collect the purchases myself

Please contact me with a shipping quot (if applicable)

Lot no.

	nly)	Sale no. 21716	Sale venue: Knightsbridge				
lade or Shorn	nce with Jing and buying Conditions. njunction with ale which sets e purchases bidding and y questions you ning this form. undertakings ams' liability to	If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids. General Bid Increments: £10,000 - 20,000by 1,000s £200 - 500by 10s £10,000 - 20,000by 1,000s £500 - 1,000by 20 / 50 / 80s £20,000 - 50,000by 2,000 / 5,000 / 8,000s £1,000 - 2,000by 100s £100,000 - 200,000by 10,000s £2,000 - 5,000by 100s £100,000 - 200,000by 10,000s £2,000 - 5,000					
	ation on about you,	Customer Number	Title				
tł	pecific consent(s)	First Name	Last Name				
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by debit cards and all credit cards l invoice price.	Post / Zip code	Country					
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	Brief description		MAX bid in GBP (excluding premium & VAT) Covering bid*				

Sale title: Modern British and Irish Art

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