

MODERN BRITISH, IRISH AND EAST ANGLIAN ART

Tuesday 18 November 2014 at 2pm Knightsbridge

VIEWINGS

EAST ANGLIAN PICTURES ONLY

The Guildhall

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MODERN BRITISH, IRISH AND EAST ANGLIAN PICTURES

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£12

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

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ILLUSTRATION

Front cover: Lot 29 Back cover: Lot 176 Inside front: Lot 18 Inside back: Lot 134

IMPORTANT INFORMATION

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.





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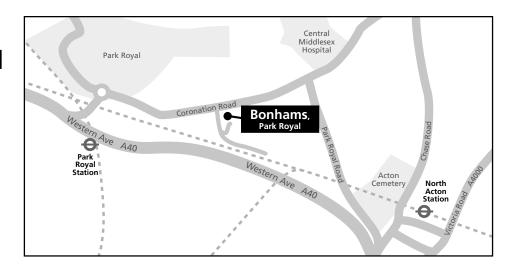
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Lots maybe released from Bonhams warehouse on production of the collection order obtained from cashier's office at Bonhams and a form of photographic ID. If a third party is collecting on behalf of the client, the client must provide Bonhams with written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

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HANDLING AND STORAGE PAYMENT

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- † 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.







HARRY BECKER (BRITISH, 1865-1928)

Figures working in the field charcoal 36 x 23.5cm (14 3/16 x 9 1/4in).
Together with another charcoal sketch by the same hand of cows in a field, 11 x 22cm. (2)

£700 - 1,000 €890 - 1,300

HARRY BECKER (BRITISH, 1865-1928)

Cattle in a field oil on board 36.5 x 44cm (14 3/8 x 17 5/16in).

£1,200 - 1,800 €1,500 - 2,300





MIA ARNESBY BROWN (BRITISH, 1866-1931)

Child with daisies signed 'M Arnesby Brown' (lower left), oil on canvas 62 x 50cm (24 7/16 x 19 11/16in).

£5,000 - 7,000 €6,300 - 8,900





SIR JOHN ALFRED ARNESBY BROWN (BRITISH, 1866-1955)

Cattle grazing before the coast signed 'Arnesby Brown' (lower right), oil on panel 26 x 35cm (10 1/4 x 13 3/4in). With a landscape by the same hand verso.

£6,000 - 8,000 €7,600 - 10,000

CAMPBELL ARCHIBALD MELLON (BRITISH, 1876-1955)

Broadland landscape with cattle signed 'C. A. Mellon' (lower left), oil on canvas 36 x 46 cm (14 3/16 x 18 1/8in).

£4,000 - 6,000 €5,100 - 7,600





 6^{AR}

CAMPBELL ARCHIBALD MELLON (BRITISH, 1876-1955)

'Somerleyton looking towards Haddiscoe Bridge June 10th 1924' inscribed as titled verso, signed with initials C.A.M. (lower left), oil on

. 23 x 30cm (9 1/16 x 11 13/16in).

£2,000 - 3,000 €2,500 - 3,800

7^{AR}

SIR JOHN ALFRED ARNESBY BROWN (BRITISH, 1866-1955)

A view in Broadland signed 'Arnesby Brown' (lower right), oil on canvas 41 x 51cm (16 1/8 x 20 1/16in).

£5,000 - 7,000 €6,300 - 8,900





10



9

FREDERICK W. BALDWIN (1899-1984)

'Southwold from the ferry' inscribed as titled verso, signed and dated 'F. W. Baldwin 1950' (lower left), watercolour and pencil 28 x 39cm (11 x 15 3/8in).

£600 - 900 €760 - 1,100

REGINALD BRILL (BRITISH, 1902-1974)

Two Locomotives signed 'Reginald Brill' (lower right), oil on board 60 x 45cm (23 5/8 x 17 11/16in).

£700 - 1,000 €890 - 1,300

10^{AR}

LEONARD RUSSELL SQUIRRELL R.W.S., R.I., R.E. (BRITISH, 1893-1979)

Felixstowe Gardens signed 'L. R. Squirrell' (lower right), watercolour 20.5 x 30cm (8 1/16 x 11 13/16in).

£600 - 800 €760 - 1,000



11^{AR}

LEONARD RUSSELL SQUIRRELL R.W.S., R.I., R.E. (BRITISH, 1893-1979)

Bamburgh Castle signed and dated 'L. R. Squirrell 1964' (lower right), watercolour 33 x 39cm (13 x 15 3/8in).

£1,500 - 2,000 €1,900 - 2,500

12^{AR}

LEONARD RUSSELL SQUIRRELL R.W.S., R.I., R.E. (BRITISH, 1893-1979)

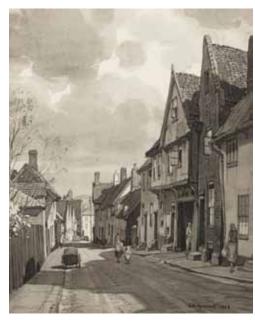
Woodbridge signed and dated 'L. R. Squirrell 1948' (lower right), watercolour 28 x 22cm (11 x 8 11/16in).

£700 - 1,000 €890 - 1,300

LEONARD RUSSELL SQUIRRELL R.W.S., R.I., R.E. (BRITISH, 1893-1979)

'Earl Soham, Suffolk' inscribed as titled verso, signed and dated 'L. R. Squirrell 1969' (lower right), watercolour 28 x 43cm (11 x 16 15/16in).

£1,500 - 2,000 €1,900 - 2,500









15



14^{AR}

COLIN W. BURNS (BRITISH, BORN 1944)

'The Wherry Albion on the River Bure';'Mallards in flight over Breydon Water, Norfolk'; A pair both signed 'Colin Burns', oil on canvas 40.5 x 51cm (15 15/16 x 20 1/16in).
(2)

£1,000 - 1,500 €1,300 - 1,900

15^{AR}

JOHN CYRIL HARRISON (BRITISH, 1898-1985)

Teal in flight signed 'J C Harrison' (lower right), watercolour 47 x 68cm (18 1/2 x 26 3/4in).

£1,200 - 1,800 €1,500 - 2,300

16^{AF}

JOHN CYRIL HARRISON (BRITISH, 1898-1985)

Pink-footed geese rising, possibly Holkham Marsh signed 'J. C. Harrison' (lower right), watercolour 31 x 45cm (12 3/16 x 17 11/16in).

£1,500 - 2,000 €1,900 - 2,500

In his book Bird Portraits published in 1949, Harrison covers the Pink-footed goose in chapter 15, and illustrates his commentary with drawings of the species observed at Holkham Marsh on the North Norfolk coast.

17^{AR}

JOHN CYRIL HARRISON (BRITISH, 1898-1985)

Mallards over reeds signed 'J C Harrison' (lower right), watercolour $45 \times 60 cm (17\ 11/16 \times 23\ 5/8in)$.

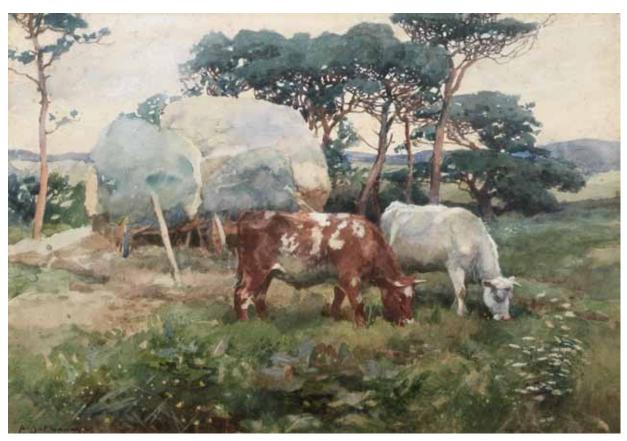
£700 - 1,000 €890 - 1,300



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

Self portrait signed in pencil 'Alfred Munnings' (lower right), pen and ink $27 \times 21.5 cm$ (10 $5/8 \times 8$ 7/16in).

£3,000 - 5,000 €3,800 - 6,300





10AR

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

Cattle grazing before hay waggons in a landscape signed 'A. J. Munnings' (lower left), watercolour 22.5 x 33cm (8 7/8 x 13in).

£8,000 - 12,000 €10,000 - 15,000

Although the present lot is not apparently dated, it appears to be an early work, bearing close comparrison to two works offered in Bonhams' Modern British Irish and East Anglian Art auction of 19 November 2013, lots 65, 66, dated 1901, 1899 respectively. The foreground regression is cleverly achieved with punctuated wildflowers, the same trick of perspective is used to good effect in the foreground of one of Munnings' first great Royal Academy pictures 'A Suffolk Horse Fair' of 1901.

20^{AF}

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

A country lane signed 'A. J. Munnings' (lower left), watercolour $35 \times 17 cm$ (13 3/4 x 6 11/16in).

£4,000 - 6,000 €5,100 - 7,600

Provenance

Purchased from the artist by Col. F. E. Walter, Thorpe Market, Norfolk. Then by family descent.

Property of the Estate of the Late M. A. Griffiths, Christies, London 16 Dec. 2009, lot 12.



21^{AR}

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

'Hamlet'- A chestnut horse before horse chestnuts signed and dated 'A. J. Munnings 1905' (lower right), inscribed 'Hamlet/ The property of Mrs Hill - Mulbarton/ Sire - 'Lord Hamlet' by 'Lord Derby II'/ Dam - 'Madge' by 'Cadet" (lower left), oil on canvas

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

£20.000 - 30.000 €25,000 - 38,000

The horse depicted is a Hackney, a breed of trotting horse synonymous with Norfolk.

It seems probable that this picture was painted as a commission or gift for Mrs Polly Hill, Munnings' aunt, who features in Munnings' autobiography 'An Artist's Life':

'My Uncle Arthur who used to put me in front of him on his horse when I was a small boy, married the daughter of a comparatively wealthy farmer, and lived and died at Church Farm, Swainsthorpe, five miles from Norwich. His widow, Aunt Polly, had again married, a well-to-do batchelor, a Mr Hill, who farmed in a large way at Mulbarton, the next parish.' (p.190)

To further support this assertion Munnings also mentions Hackney horses:

'I was staying at Mulbarton, near Norwich, with an aunt and uncle who bred Hackneys and farmed in a considerable way.' (p.102)

Mr and Mrs Hill of Mulbarton played a significant role in Munnings' early career. It was during a fateful visit in 1898 that Munnings lost his sight in his right eye. In 1903 Munnings persuaded the Hills to rent Church Farm, Swainsthorpe which became his home for several years. Here he built a studio in the grounds and gathered a small menagerie of animals to act as models in his paintings.





23



PROPERTY OF A GENTLEMAN

22^{AR}

DORIS CLARE ZINKEISEN (BRITISH, 1898-1991)

'Merchant ventures - trade winds' bears title (on stretcher verso), oil on canvas 63.5 x 76.5cm (25 x 30 1/8in).

£1,200 - 1,800 €1,500 - 2,300

ANNA KATRINA ZINKEISEN (BRITISH, 1901-1976)

Orchids in a white vase signed 'A ZINKEISEN' (lower right), oil on canvas 64 x 76cm (25 3/16 x 29 15/16in).

£1,000 - 1,500 €1,300 - 1,900

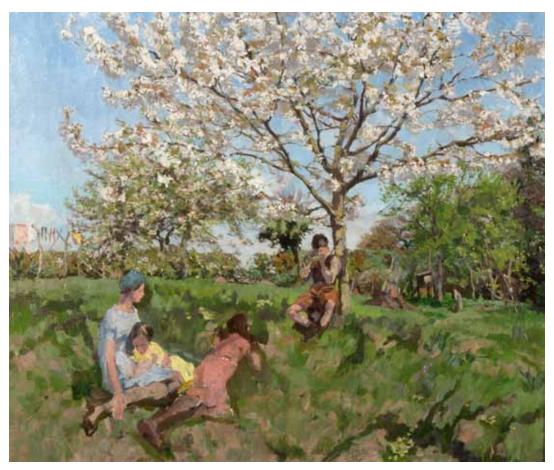
OTHER PROPERTIES

24^{AR}

ANNA KATRINA ZINKEISEN (BRITISH, 1901-1976)

Baroque figures on a boating lake signed 'A ZINKEISEN' (lower right), oil on canvas 52 x 65cm (20 1/2 x 25 9/16in).

£800 - 1,200 €1,000 - 1,500



25^{AR}

ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964)

Family in an orchard, Playford oil on canvas 64 x 72cm (25 3/16 x 28 3/8in).

£2,500 - 4,000 €3,200 - 5,100

Anna Airy painted a number of versions of this subject in the grounds of her Suffolk home.

Provenance

By family descent from the artist.

26^{AR}

ANNA KATRINA ZINKEISEN (BRITISH, 1901-1976)

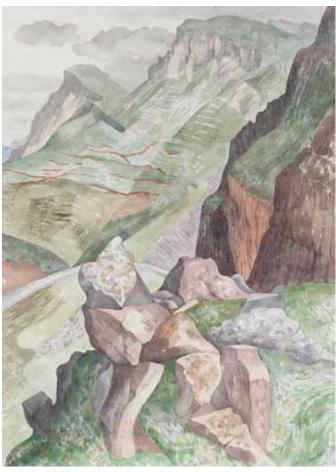
'Janet and Anne' signed with initial (lower right), oil on canvas 80 x 69cm (31 1/2 x 27 3/16in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

With The Fine Art Society, April 1948.







27^{AR}

JOHN NORTHCOTE NASH RA (BRITISH, 1893-1977)

Aber Eiddy, Pembrokeshire signed 'John Nash' (lower right), watercolour 52.5 x 38cm (20 11/16 x 14 15/16in).

£3,000 - 5,000 €3,800 - 6,300

Exhibited

Royal Academy of Arts, John Nash Exhibition, 1967, no. 104

28^{AF}

JOHN NORTHCOTE NASH RA (BRITISH, 1893-1977)

Penmaen Burrows signed and dated 'John Nash/1951' (lower left), watercolour 46 x 41cm (18 1/8 x 16 1/8in).

£3,000 - 5,000 €3,800 - 6,300

Exhibited

Leicester Galleries, John Nash, April 1960



29^{AR}

JOHN NORTHCOTE NASH RA (BRITISH, 1893-1977)

View from the artist's window, Bottengoms signed 'John Nash' (lower right), oil on canvas 51 x 76cm (20 1/16 x 29 15/16in).

£12,000 - 18,000 €15,000 - 23,000

In 1943 John and Christine Nash moved to Bottengoms Farm in the North Essex village of Wormingford. Located at the far end of a winding unmade track, the house at that time was derelict with no running water or electricity, but the Nashs embraced the isolated location. John spent the summer months painting out of doors, often travelling to favourite painting haunts in Cornwall or Wales, painting in watercolour washes with colour notes. These are often found squared up for transposition. The winter months were spent in his studio upstairs in the farmhouse working up the subjects in oil. Ronald Blythe has dated the present work to Circa 1950. The outbuildings depicted gradually fell into ruin over the following years.

Purchased from The Pheonix Gallery, Lavenham, August 1974.





31



 30^{AR}

ROWLAND SUDDABY (BRITISH, 1912-1973)

The decoy, Wissington signed 'R.Suddaby' (lower right), oil on canvas 64.5 x 76cm (25 3/8 x 29 15/16in).

£1,000 - 1,500 €1,300 - 1,900

31AF

ROWLAND SUDDABY (BRITISH, 1912-1973)

A lane in Suffolk signed 'R.Suddaby' (lower right), oil on board 41 x 51cm (16 1/8 x 20 1/16in).

£700 - 1,000 €890 - 1,300

Exhibited

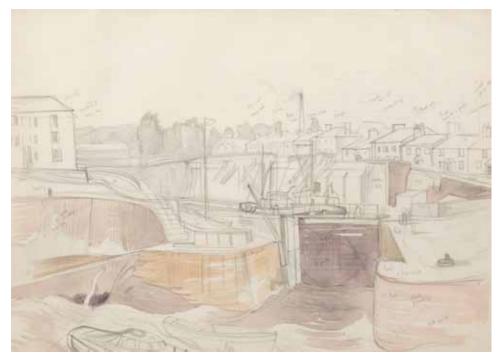
The Artist and the Café Royal, Exhibition of Contemporary Paintings

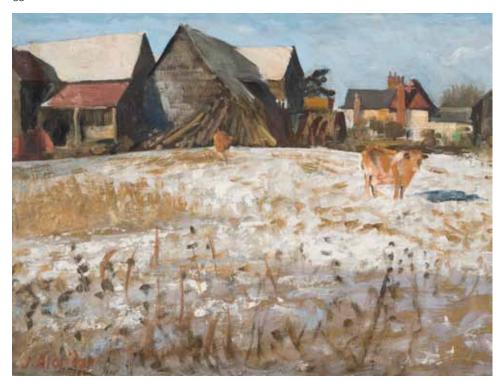
32^{AR}

ROWLAND SUDDABY (BRITISH, 1912-1973)

Winter landscape, Suffolk signed 'R.Suddaby' (lower right), oil on board 50 x 63cm (19 11/16 x 24 13/16in).

£1,000 - 1,500 €1,300 - 1,900





34

 33^{AR}

JOHN NORTHCOTE NASH RA (BRITISH, 1893-1977)

Ipswich Docks pencil and watercolour with colour notes . 24.5 x 34cm (9 5/8 x 13 3/8in).

£1,000 - 1,500 €1,300 - 1,900

 34^{AR}

JOHN ARTHUR MALCOLM ALDRIDGE (BRITISH, 1905-1983)

Place Farm, Great Bardfield signed 'J Aldridge' (lower left), dated and titled '3 Feb '54/ Place Farm' (verso), oil on board 30 x 41cm (11 13/16 x 16 1/8in).

£1,000 - 1,500 €1,300 - 1,900







LUCY HARWOOD (BRITISH, 1893-1972)

Blythburgh church, Suffolk through the rain oil on board 64.5 x 53.5cm (25 3/8 x 21 1/16in).

£800 - 1,200 €1,000 - 1,500

 36^{AR}

 35^{AR}

LUCY HARWOOD (BRITISH, 1893-1972)

Ploughed field and pollarded trees singed 'LUCY HARWOOD' (on canvas verso), oil on canvas 40.5 x 50.5cm (15 15/16 x 19 7/8in).

£600 - 800 €760 - 1,000

LUCY HARWOOD (BRITISH, 1893-1972)

Landscape with haystacks signed 'Lucy harwood' (verso), oil on canvas 51 x 61cm (20 1/16 x 24in). Unframed.

£600 - 800 €760 - 1,000

 38^{AR}

LUCY HARWOOD (BRITISH, 1893-1972)

Village in the hills with smoking chimney signed 'Lucy harwood' (verso), oil on canvas 61 x 51cm (24 x 20 1/16in). Unframed.

£600 - 800 €760 - 1,000





39^{AR}

LUCY HARWOOD (BRITISH, 1893-1972)

Blythburgh Church, Suffolk seen through autumn foliage signed 'Lucy Harwood' (on canvas overlap), oil on canvas 56 x 46cm (22 1/16 x 18 1/8in).

With an unfinished oil study of a farmhouse and cornfield on canvas verso

£700 - 900 €890 - 1,100

40^{AR}

LUCY HARWOOD (BRITISH, 1893-1972)

Extensive landscape signed 'Lucy harwood' (verso), oil on canvas 61 x 76cm (24 x 29 15/16in). Unframed.

£600 - 800 €760 - 1,000

41^{AR}

LUCY HARWOOD (BRITISH, 1893-1972)

Trees and hedgerow under a sombre sky signed 'Lucy Harwood' (on canvas verso), oil on canvas 45.5 x 61cm (17 15/16 x 24in).

£600 - 800 €760 - 1,000

 42^{AR}

LUCY HARWOOD (BRITISH, 1893-1972)

A vase of late summer flowers with pears and apples on a table signed 'LUCY HARWOOD' (on canvas verso), oil on canvas 61 x 46cm (24 x 18 1/8in).

Together with another still life of flowers in a vase by the same hand, 51 x 41cm (20 x 16in). (2)

£800 - 1,200 €1,000 - 1,500







44



43^{AR}

SIR CEDRIC LOCKWOOD MORRIS (BRITISH, 1889-1982)

Moored boats with buildings beyond bears signature and dated 'C Morris/-25-' (verso), pen and ink 29.5 x 38cm (11 5/8 x 14 15/16in).

(Unframed). Together with a collection of approximately 29 photographs of Cedric Morris including a photograph of Morris when he was a child and a lock of his hair (qty)

£800 - 1,200 €1,000 - 1,500

The photographs appear to date to Morris's early days in Suffolk, showing Morris, Lett Haynes and others at The Pound in Higham, one image features Cedric with his pet macaw 'Rubeo'.

Provenance

By family descent from the artist and illustrator Vivian Gribble (1888-1932). Vivien Gribble Vivien was married to Douglas Doyle Jones and in 1926 they purchased Valley Farm, Higham. The estate comprised several properties and in 1929 Cedric Morris leased The Pound from them, in 1932 he acquired the freehold after Vivien died.

 44^{AR}

LUCY HARWOOD (BRITISH, 1893-1972)

A view of rural houses; A wooded landscape each signed 'LUCY HARWOOD' (verso), oil on canvas 61 x 50.8cm (24 x 20in). And 50.8 x 40.6cm (20 x 16in)

£800 - 1,200 €1,000 - 1,500

 45^{AR}

ROBERT ABERDEIN (BORN 1963)

signed with monogram and numbered 1/12, patinated bronze 26cm (10 1/4in) high.

£1,200 - 1,800 €1,500 - 2,300

 46^{AR}

JOHN PIPER C.H. (BRITISH, 1903-1992)

South Lopham

signed and inscribed A/P, Screenprint 1976, printed in colours, on Arches, printed at Kelpra Studio, published by Marlborough Fine Art, 91.4 x 52cm (36 x 20 1/2in).

£600 - 800 €760 - 1,000



47^{AR}

MARY POTTER (BRITISH, 1900-1981)

Garden chairs titled, signed and dated 79 (on board verso), oil on board 35.5 x 76cm (14 x 29 15/16in).

£4,000 - 6,000 €5,100 - 7,600

Provenance With The New Art Centre

48^{AR}

MARY POTTER (BRITISH, 1900-1981)

Terracotta still life, 1960 watercolour 24 x 33.5cm (9 7/16 x 13 3/16in).

£1,000 - 1,500 €1,300 - 1,900

Provenance With The New Art Centre

49^{AR}

MARY NEWCOMB (BRITISH, 1922-2008)

Harbour entrance signed 'Mary Newcomb' (lower right), pencil and watercolour 11.5 x 25cm (4 1/2 x 9 13/16in).

£600 - 800 €760 - 1,000



48







51



EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Farm House at Piccolo Pevero signed 'Edward Seago' (lower left), inscribed with title on the reverse oil on board 30.5 x 41cm (12 x 16 1/8in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

with E. Stacy-Marks Ltd., Eastbourne, bought for 1,240 guineas Private collection, UK

To be sold with original invoice.

The small cove of Piccolo Pevero in Golfo Pevero, Sardinia, is situated just south of Porto Cervo, where Edward Seago purchased an apartment, Sa Conca, in 1968. Although the bustling harbour of Porto Cervo provided Seago with ample artistic inspiration, he also made frequent excursions by motor boat with friends to nearby beaches and quiet villages. One such friend, Peter Seymour, would film local scenes with a 16mm camera whilst Seago would take photographs that he would later work from in his studio. Only 2km south of Porto Cervo, Seago would have known well the cove of Piccolo Pevero. This period of his career was important, with his first exhibition at the Marlborough Gallery in 1968; Porto Cervo not only provided stunning vistas as subject matter, but also a place where he could relax. The works he produced during this time reflect this happy and carefree mood, painting blissful, often unpopulated landscapes filled with olive greens, blues and warm yellows to recreate the unique golden light of the Mediterranean.

51AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

'Dove Inn, Porringland' inscribed verso oil on board 27 x 34cm (10 5/8 x 13 3/8in).

£3.000 - 5.000 €3,800 - 6,300

Inscription verso reads:

'Painted by Edward Seago about 1926-1927

A picture of the 'Dove Inn' Porringland (sic) near Norwich, painted by brother Edward then aged about 16 years, during the time when our parents lived at Brook Lodge, the Dove Inn was situated about 1 1/2 miles from our home on the road to Norwich, John Seago Dec. 1977.'

Phillips, Modern British & Irish Paintings, Drawings and Sculpture, Bond Street, 9th June 1998, Lot 136.

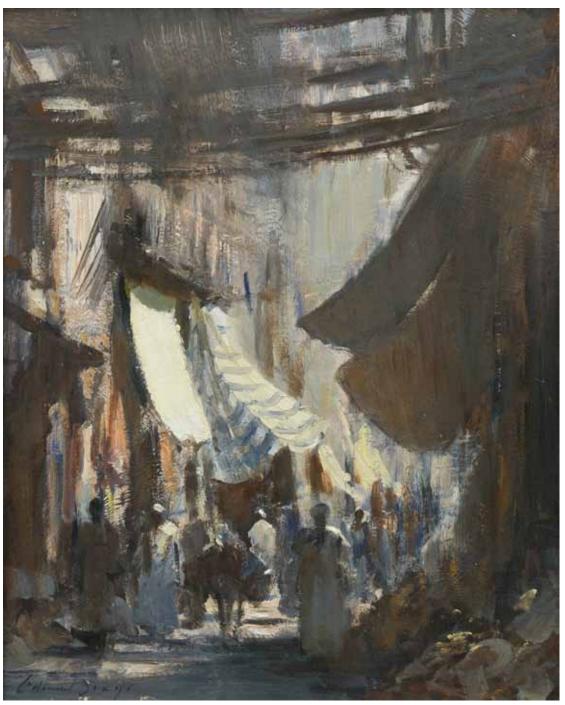
EDWARD SEAGO, RWS (BRITISH, 1910-1974)

The Departing Storm oil on board 26.6 x 34.2cm (10 7/16 x 13 7/16in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

Christie's, South Kensington, 27 April 1995, Lot 45 when the catalogue stated the provenance as 'Acquired direct from the artist by the present owner's father'.



53* AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

'In the souk, Marrakech' signed 'Edward Seago' (lower left); titled (on board verso), oil on board 51 x 41cm (20 1/16 x 16 1/8in).

£15,000 - 25,000 €19,000 - 32,000

Provenance

Purchased at 1964 exhibition of Edward Seago's work in Johannesburg and thence by descent



54* AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Lane in winter, Ludham signed 'Edward Seago' (lower left), oil on board 40.5 x 61cm (15 15/16 x 24in).

£10,000 - 15,000 €13,000 - 19,000



55^{AR}

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

'Norfolk landscape - Summer' signed 'Edward Seago' (lower left), inscribed as titled verso, oil on board 30 x 40cm (11 13/16 x 15 3/4in). Marlborough Galleries label verso.

£18,000 - 25,000 €23,000 - 32,000

Provenance

With Marlborough Galleries, purchased 1969. Thence by family descent.





57



56^{AR}

ROY PETLEY (BRITISH, BORN 1951)

Spirit - Sail Barge signed 'Roy Petley' (lower left), oil on board 22 x 32cm (8 11/16 x 12 5/8in).

£800 - 1,200 €1,000 - 1,500

Provenance

With David Messum Fine Art

57^{AF}

ROY PETLEY (BRITISH, BORN 1951)

Figures on a country lane signed 'Roy Petley' (lower right), oil on board $49 \times 75cm$ (19 5/16 x 29 1/2in).

£1,000 - 1,500 €1,300 - 1,900

 58^{AR}

CAVENDISH MORTON (BRITISH, BORN 1911)

'Edith May, winner Pin Mill barge match 1965' inscribed as titled verso, signed and dated 'Cavendish Morton 1965' (lower right), oil on board

46 x 61cm (18 1/8 x 24in).

£1,000 - 1,500 €1,300 - 1,900

 59^{AR}

ROY PETLEY (BRITISH, BORN 1951)

Lunch on the patio signed 'Roy Petley' (lower left), oil on board 51.5 x 76.5cm (20 1/4 x 30 1/8in).

£700 - 900 €890 - 1,100

Provenance

With David Messum Fine Art

60^{AR}

IAN HOUSTON (BRITISH, BORN 1934)

'Clouds over a Norfolk landscape' signed 'lan Houston' (lower left), inscribed as titled to label verso, further inscribed 'Near Barnham Broom', oil on board 54 x 76cm (21 1/4 x 29 15/16in).

£3,000 - 5,000 €3,800 - 6,300

61^{AR}

ROY PETLEY (BRITISH, BORN 1951)

Figures on a road in winter signed 'Roy Petley' (lower left), oil on board $65 \times 90 \text{cm}$ (25 9/16 x 35 7/16in).

£2,500 - 4,000 €3,200 - 5,100









62^{AR}

BENNETT OATES (BRITISH, 1928-2009)

Poppies and Peonies signed and dated 'Bennett Oates 84' (lower centre), oil on board 62 x 51cm (24 7/16 x 20 1/16in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

With E. Stacy-Marks Ltd, Eastbourne

63^{AR}

BENNETT OATES (BRITISH, 1928-2009), BENNETT OATES

Still life of ilies and peonies in a glass vase on a marble

signed 'Bennett Oates' (to the plinth), oil on canvas 61 x 60cm (24 x 23 5/8in).

£1,500 - 2,500 €1,900 - 3,200



64^{AR}

BENNETT OATES (BRITISH, 1928-2009)

Still life of clematis and irises in a glass vase on a marble

signed 'Bennett Oates' (to the marble ledge), oil on canvas 61 x 54cm (24 x 21 1/4in).

£1,500 - 2,000 €1,900 - 2,500

65^{AR}

BENNETT OATES (BRITISH, 1928-2009)

Still life of clematis and redcurrants on a stone ledge signed 'Bennett Oates' (lower right), oil on board 51 x 58cm (20 1/16 x 22 13/16in).

£1,500 - 2,000 €1,900 - 2,500

Provenance With Stacey Marks Gallery





BRIAN JULIAN STONEHOUSE, M.B.E. (1918-1998)

Model in a brown negligee

signed 'Brian' (lower left), Vogue stamps verso, mixed media 70 x 35cm (27 9/16 x 13 3/4in).

Together with three similar subjects and a quantity of fashion illustrations by the same hand in a variety of mediums. (Approximately 30), (all unframed),

£1,000 - 1,500 €1,300 - 1,900

Similar related examples to the lead work in this lot are illustrated in the newly published 'Brian Stonehouse, MBE' by Frederic A. Sharf. Pub. Museum of Fine Arts, Boston 2014. On page 40 he illustrates four examples from Vogue's article 'Rediscovery in lingerie', October 1, 1952.

BRIAN JULIAN STONEHOUSE, M.B.E. (1918-1998)

Model in turquoise dress and black gloves mixed media

47 x 23cm (18 1/2 x 9 1/16in).

Together with a quantity of fashion illustrations by the same hand in a variety of mediums. (Approximately 30), (all unframed).

£1,000 - 1,500 €1,300 - 1,900

BRIAN JULIAN STONEHOUSE, M.B.E. (1918-1998)

Model in grey mixed media

63 x 28cm (24 13/16 x 11in).

Together with a quantity of fashion illustrations by the same hand in a variety of mediums. (Approximately 30), (all unframed).

£1.000 - 1.500 €1,300 - 1,900

BRIAN JULIAN STONEHOUSE, M.B.E. (1918-1998)

Model with tartan blouse signed 'Brian' (lower left), mixed media 56 x 37cm (22 1/16 x 14 9/16in).

Together with a quantity of fashion illustrations by the same hand in a variety of mediums. (Approximately 30), (all unframed).

£1,000 - 1,500 €1,300 - 1,900

70

BRIAN JULIAN STONEHOUSE, M.B.E. (1918-1998)

Model in black dress with white gloves mixed media

46 x 38cm (18 1/8 x 14 15/16in).

Together with a quantity of fashion illustrations by the same hand in a variety of mediums. (Approximately 30), (all unframed).

£1,000 - 1,500 €1,300 - 1,900

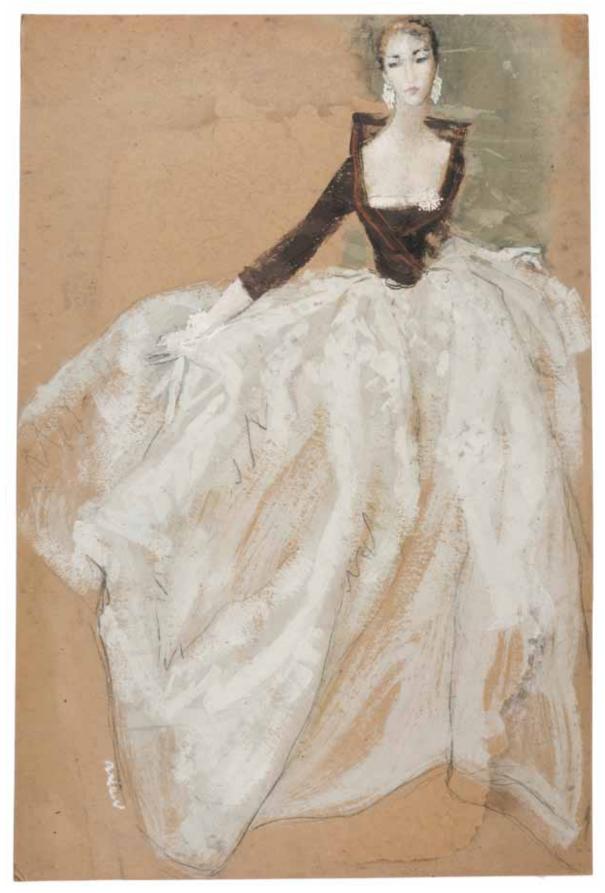
BRIAN JULIAN STONEHOUSE, M.B.E. (1918-1998)

Model in a ballgown

signed 'Brian' (lower left), mixed media on board 72 x 50cm (28 3/8 x 19 11/16in).

Together with a quantity of fashion illustrations by the same hand in a variety of mediums. (Approximately 30), (all unframed).

£1,000 - 1,500 €1,300 - 1,900







73



76

 72^{AR}

CLIVE MADGWICK (BRITISH, 1934-2005)

Santa Maria Della Salute I signed 'C. Madgwick' (lower right), oil on canvas 46 x 76cm (18 1/8 x 29 15/16in).

£1,200 - 1,800 €1,500 - 2,300

 73^{AR}

GUY TAPLIN (BRITISH, BORN 1939)

'Preening mallard' signed and inscribed as titled to the base, painted wood 60cm (23 5/8in) long.

£700 - 1,000 €890 - 1,300

 74^{AR}

MARGARET THOMAS (BRITISH, BORN 1916)

Aldeburgh Winter beach inscribed verso and dated 2007, signed with initials (lower left), oil on canvas board 57 x 44cm (22 7/16 x 17 5/16in).

£1,000 - 1,500 €1,300 - 1,900

 75^{AR}

MARGARET THOMAS (BRITISH, BORN 1916)

signed with initials (lower right), oil on canvas 31 x 25cm (12 3/16 x 9 13/16in).

£600 - 800 €760 - 1,000

76^{AR}

MARGARET THOMAS (BRITISH, BORN 1916)

South lookout, Aldeburgh signed with initials (lower left), oil on canvas $45 \times 61 \text{ cm}$ (17 11/16 x 24in).

£1,000 - 1,500 €1,300 - 1,900



77^{AR}

EDWARD BAWDEN R.A. (BRITISH, 1903-1989)

Christmas cats signed and dated 'Edward Bawden 1961' (lower right), pen and ink and watercolour and collage 26 x 31cm (10 1/4 x 12 3/16in).

£4,000 - 6,000 €5,100 - 7,600

This was the front cover design for 'The Listener' No 1704. Thursday, November 23rd, 1961. The lot is accompanied by a copy of the magazine.





79



 78^{AR}

EDWARD MIDDLEDITCH (BRITISH, 1923-1987), LEAVES ON A **POOL**

inscribed with title verso, also inscribed 'Leaves over pool, Ronda, Spain, (19)60,' New Art Centre, Sloane Street, London label verso, charcoal and black wash heightened with white 54 x 59.5cm (21 1/4 x 23 7/16in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

Given by the artist to the present owner

79^{AR}

EDWARD MIDDLEDITCH (BRITISH, 1923-1987)

Frosted gorse fronds charcoal and watercolour heightened with white 48 x 59.8cm (18 7/8 x 23 9/16in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

Given by the artist to the current owner

 80^{AR}

EDWARD MIDDLEDITCH (BRITISH, 1923-1987)

Village lane at Chelsworth, Suffolk charcoal with rubbing out, 52.5 x 67.5cm (20 11/16 x 26 9/16in).

£800 - 1,200 €1,000 - 1,500

Provenance

Given by the artist to the current owner



RICHARD BAWDEN (BRITISH, 1936)

'Aldeburgh, The South Tower' inscribed as titled, signed 'Richard Bawden' (lower right), watercolour 57 x 44cm (22 7/16 x 17 5/16in).

£800 - 1,200 €1,000 - 1,500

82^{AR}

MARGARET THOMAS (BRITISH, BORN 1916)

Still life with Matisse postcard signed with initials (lower left), oil on canvas 45 x 37cm (17 11/16 x 14 9/16in).

£800 - 1,200 €1,000 - 1,500

83^{AR}

JOHN KNAPP-FISHER (BRITISH, BORN 1931)

'Suffolk landscape' inscribed as titled verso, signed and dated 'John Knapp Fisher 1964', oil on canvas 51 x 90cm (20 1/16 x 35 7/16in).

£1,000 - 1,500 €1,300 - 1,900









85



84^{AR}

COLIN MOSS (BRITISH, 1914-2005)

Potato pickers signed 'Colin Moss' (upper left), oil on canvas 62 x 121cm (24 7/16 x 47 5/8in).

£1,000 - 1,500 €1,300 - 1,900

 85^{AR}

COLIN MOSS (BRITISH, 1914-2005)

Labourer

signed 'Colin Moss' (upper left), oil on board 52 x 78cm (20 1/2 x 30 11/16in).

£1,000 - 1,500 €1,300 - 1,900

 86^{AR}

COLIN MOSS (BRITISH, 1914-2005)

Soldiers

signed 'Colin Moss' (upper right), oil on board $92 \times 92cm$ (36 $1/4 \times 36 \times 1/4in$). (Unframed).

£1,000 - 1,500 €1,300 - 1,900

87^{AR}

COLIN MOSS (BRITISH, 1914-2005)

Still life of vegetable in a basket and a wine bottle

signed 'Colin Moss' (upper right), oil on board 78 x 103cm (30 11/16 x 40 9/16in).

£1,500 - 2,000 €1,900 - 2,500



88^{AR}

SIR TERRY FROST R.A. (BRITISH, 1915-2003)

'Red Squeezing blue' inscribed as titled, signed and dated 'Terry Frost '02' (verso), collage 14.5 x 25cm (5 11/16 x 9 13/16in).

£1,500 - 2,000 €1,900 - 2,500

Produced whilst Terry Frost was in Aldeburgh for the Aldeburgh festival.

89AR

SIR TERRY FROST R.A. (BRITISH, 1915-2003)

Mood board for The Rape of Lucretia signed 'Terry Frost' (lower right), mixed media and collage 27 x 37cm (10 5/8 x 14 9/16in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

From Terry Frost's commissioned collaboration with the Opera East 2003 presentation of Benjamin Britten's 'The Rape of Lucretia'.

90^{AR}

MARGARET MELLIS (BRITISH, 1914-2009)

'Collage: orange, ochre, white & canvas' inscribed as titled to label verso, with artist's collection stamp, collage 18 x 17cm (7 1/16 x 6 11/16in).

£700 - 900 €890 - 1,100



89







92



91AR

MAGGI HAMBLING (BRITISH, BORN 1945)

indistinctly inscribed and dated 1961(?) to exhibition label verso, oil on canvas 64 x 46cm (25 3/16 x 18 1/8in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

Christie's, South Kensington, 20th Century British Art, 28 April 1999, Lot 169, described as 'Abstract landscape'

Exhibited

Ixion Society Retrospective Selection.

92* AR

MAGGI HAMBLING (BRITISH, BORN 1945)

Nude study oil on board 26 x 35cm (10 1/4 x 13 3/4in).

£600 - 800 €760 - 1,000

93* AR

MAGGI HAMBLING (BRITISH, BORN 1945)

View through a window bears title, signature and date 'September 1964' (on board verso), oil on board 72 x 92cm (28 3/8 x 36 1/4in).

£2,000 - 2,500 €2,500 - 3,200

 94^{AR}

MAGGI HAMBLING (BRITISH, BORN 1945)

Venice Sunset, April 1987 signed and dated 'Hambling 1987' (verso), oil on canvas 53 x 43cm (20 7/8 x 16 15/16in).

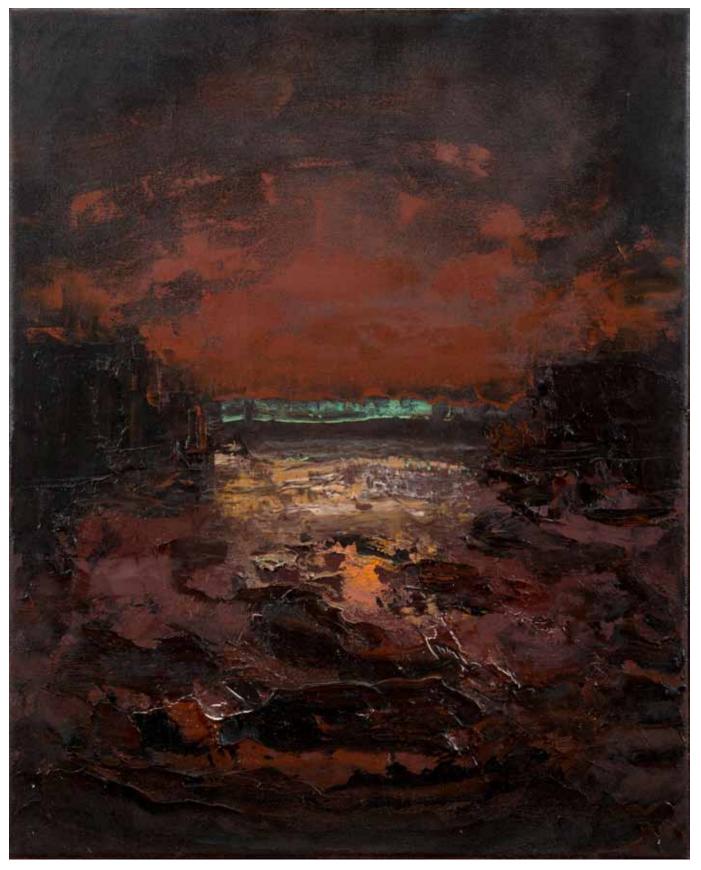
£2,500 - 3,500 €3,200 - 4,400

Provenance

Christie's, South Kensington, July 14, 1999, Lot 124.

Exhibited

Serpentine gallery, London, 1987 no. 66.





 95^{AR}

MAGGI HAMBLING (BRITISH, BORN 1945)

Splintering Wave signed and dated 'HAMBLING/'09' (on canvas verso), oil on canvas $30 \times 25 cm$ (11 13/16 x 9 13/16in).

£1,000 - 1,500 €1,300 - 1,900

96^{AR}

TESSA NEWCOMB (BRITISH, BORN 1955)

Untitled signed and dated 'TN90' (lower right), oil on panel 29 x 60cm (11 7/16 x 23 5/8in).

£800 - 1,200 €1,000 - 1,500

97^{AR}

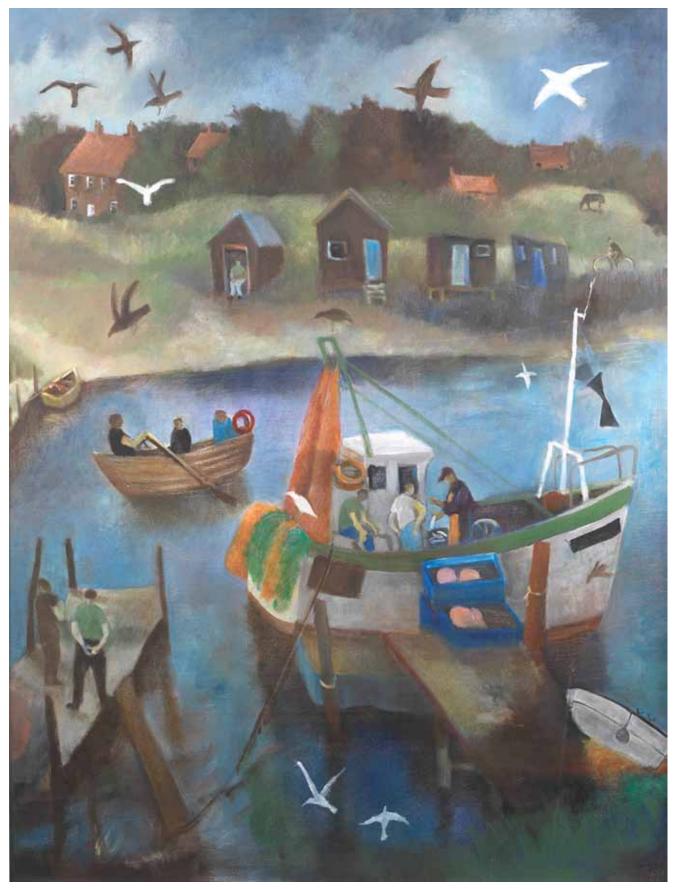
TESSA NEWCOMB (BRITISH, BORN 1955)

'Gutting fish on board' dated and signed with initials '2000/TN' (lower right); titled, further signed and dated (on canvas verso), oil on canvas 101 x 76cm (39 3/4 x 29 15/16in).

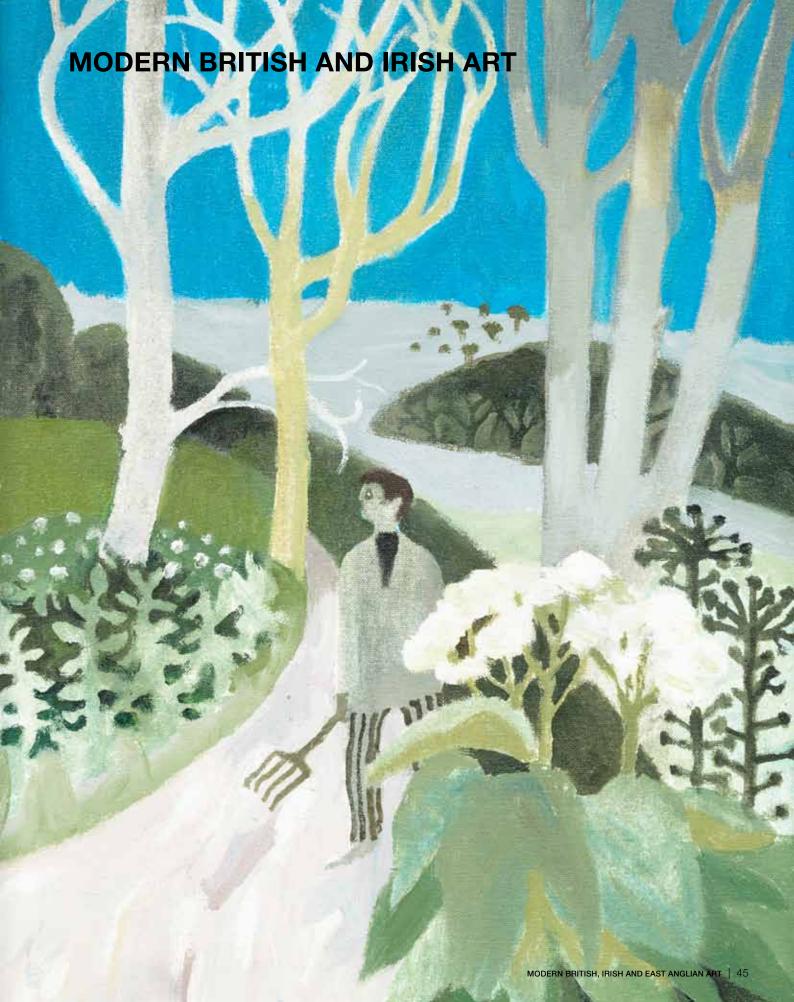
£2,000 - 3,000 €2,500 - 3,800

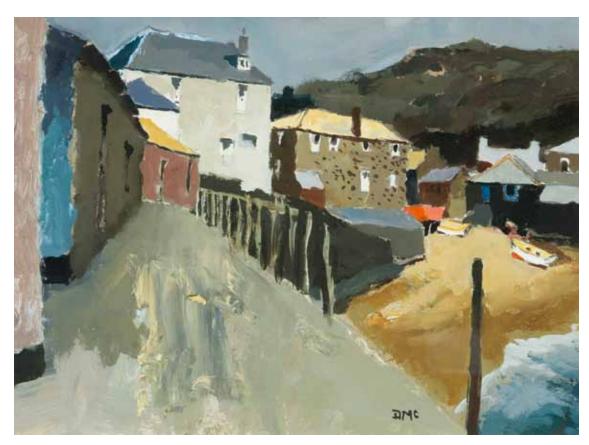


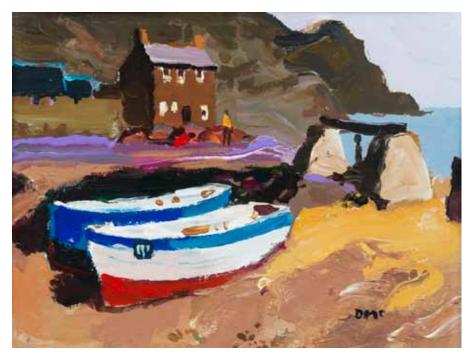












DONALD MCINTYRE (BRITISH, 1923-2009)

'Port Isaac No 1' signed with initials 'DMC' (lower right); further signed and titled (on label verso), acrylic on board 28 x 38.5cm (11 x 15 3/16in).

£2,000 - 3,000 €2,500 - 3,800

Provenance With Bohun Gallery

DONALD MCINTYRE (BRITISH, 1923-2009)

'Two Boats, Penberth' signed with initials 'DMc' (lower right); signed and inscribed with title on label verso, oil on board,

29 x 39cm (11 1/2 x 15 3/8in).

£1,500 - 2,000 €1,900 - 2,500





101

100^{AR}

FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

Fowey Evening signed 'Cuming' (lower left), oil on board 51 x 61cm (20 1/16 x 24in).

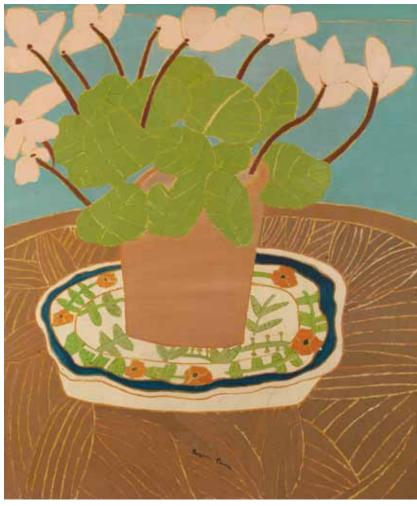
£4,000 - 6,000 €5,100 - 7,600 101^{AR}

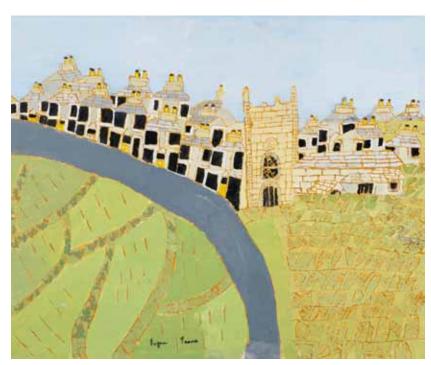
FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

Bank Holiday signed 'Cuming' (lower left), oil on board 22 x 62cm (8 11/16 x 24 7/16in).

£1,200 - 1,800 €1,500 - 2,300

Provenance With Geedon Gallery





102^{AR}

BRYAN PEARCE (BRITISH, 1929-2007)

signed 'Bryan Pearce' (lower centre), oil on board 60.9 x 50.8 cm. (24 x 20 in.) Painted in 1966

£5,000 - 7,000 €6,300 - 8,900

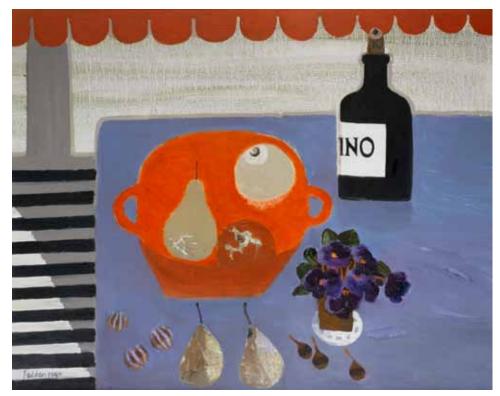
PROVENANCE: Private Collection, U.K.

103^{AR}

BRYAN PEARCE (BRITISH, 1929-2007)

'Zennor churchtown' signed 'Bryan Pearce' (lower centre); bears title and date 2002 (on board verso), oil on board 51 x 61cm (20 1/16 x 24in).

£5,000 - 7,000 €6,300 - 8,900





105

104^{AR}

MARY FEDDEN R.A. (BRITISH, 1915-2012)

Still life with orange bowl signed and dated 'Fedden 1990' (lower left), oil on board 61.5 x 76.5cm (24 3/16 x 30 1/8in).

£6,000 - 8,000 €7,600 - 10,000 105^{AR}

MARY FEDDEN R.A. (BRITISH, 1915-2012)

Still life with bottle and raspberries signed and dated 'Fedden 1993' (lower left), oil on board 30.5 x 45.5cm (12 x 17 15/16in).

£6,000 - 8,000 €7,600 - 10,000





107

106^{AR}

JOSEF HERMAN R.A. (BRITISH, 1911-2000)

'A Couple and a Lone Figure' titled, dated and signed '1969 Josef Herman' (on canvas verso), oil on canvas 25 x 35cm (9 13/16 x 13 3/4in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

With Roland, Browse and Delbanco

107* AR

JOSEF HERMAN R.A. (BRITISH, 1911-2000)

Family time pastel 58.5 x 81cm (23 1/16 x 31 7/8in).

£4,000 - 6,000 €5,100 - 7,600



108^{AR}

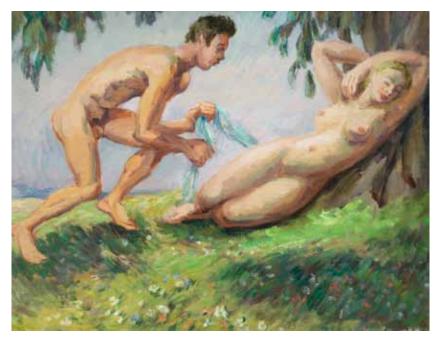
CAREL WEIGHT R.A. (BRITISH, 1908-1997)

The Tense Moment signed 'Carel Weight' (lower left), oil on canvas laid on board 86.5 x 51cm (34 1/16 x 20 1/16in).

£5,000 - 8,000 €6,300 - 10,000

Provenance

With Gillian Jason Gallery





110

PROPERTY OF A GENTLEMAN

DUNCAN GRANT (BRITISH, 1885-1978)

'The Lover Advances' oil on canvas 46 x 60cm (18 1/8 x 23 5/8in). circa 1950

£3,000 - 5,000 €3,800 - 6,300

Provenance With The Bloomsbury Workshop The artist's estate

110^{AR}

DUNCAN GRANT (BRITISH, 1885-1978)

'The Harem' dated and signed '1926 D Grant' (lower right), oil on board 57 x 81cm (22 7/16 x 31 7/8in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

The Magdalene Street Gallery, Cambridge The Mayor Gallery, London Paisnel Gallery, London

Exhibited

The Leicester Galleries, The London Artist's Association, May 1926

ALFRED AARON WOLMARK (BRITISH, 1877-1961)

Fruit gatherers signed 'WOLMARK' and indistinctly dated (lower right), oil on canvas 108 x 64cm (42 1/2 x 25 3/16in).

£2,000 - 3,000 €2,500 - 3,800

112^{AR}

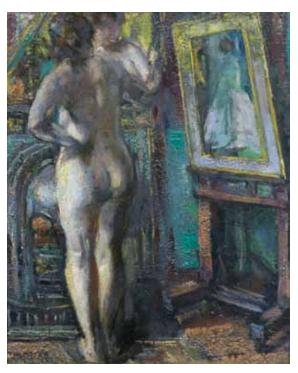
ALFRED AARON WOLMARK (BRITISH, 1877-1961)

Female nude beside a fire signed 'WOLMARK' (lower left), oil on board 47.5 x 38.5cm (18 11/16 x 15 3/16in).

£1,000 - 1,500 €1,300 - 1,900



111









OTHER PROPERTIES

113^{AR}

PETER GREENHAM (BRITISH, 1909-1992)

Sea Shore oil on board 17.5 x 28cm (6 7/8 x 11in).

£1,000 - 1,500 €1,300 - 1,900

Provenance With Jonleigh Gallery

114^{AR}

PETER GREENHAM (BRITISH, 1909-1992)

The Church of Visitation, seen across Lake Annecy signed with initials 'PG' (lower left), oil on canvas board 29.5 x 40cm (11 5/8 x 15 3/4in).

£1,000 - 1,500 €1,300 - 1,900

Provenance With Jonleigh Gallery

115^{AR}

FREDERICK CUMING RA NEAC (BRITISH, **BORN 1930)**

Sparrow and Robin signed 'Cuming' (lower left), oil on board 15 x 24cm (5 7/8 x 9 7/16in).

£1,000 - 1,500 €1,300 - 1,900

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Girl shrimping signed with initials 'SEVD' (lower right), oil on board 19.5 x 24.5cm (7 11/16 x 9 5/8in).

£1,000 - 1,500 €1,300 - 1,900

117^{AR}

SHERREE VALENTINE-DAINES (BRITISH, **BORN 1956)**

Under the blossom tree signed with initials 'SEVD' (lower right), oil on board 30 x 31cm (11 13/16 x 12 3/16in).

£1,000 - 1,500 €1,300 - 1,900



116







119



118^{AR}

SIMEON STAFFORD (BRITISH, BORN 1956)

Canal boats and factories signed and dated 'SIMEON/06-8-11' (lower left), oil on canvas 45.5 x 61cm (17 15/16 x 24in).

£1,500 - 2,000 €1,900 - 2,500

119^{AR}

SIMEON STAFFORD (BRITISH, BORN

Family outing to the Mount signed 'SIMEON' (lower right), oil on canvas 76 x 101.5cm (29 15/16 x 39 15/16in).

£1,500 - 2,000 €1,900 - 2,500

120^{AR}

SIMEON STAFFORD (BRITISH, BORN 1956)

St Michael's Mount signed 'Simeon' (lower right), oil on canvas 91.5 x 122cm (36 x 48 1/16in). unframed

£1,200 - 1,800 €1,500 - 2,300



FRED YATES (BRITISH, 1922-2008)

Worthing signed, titled and dated 'Fred J Yates/ Worthing 89' (lower right), watercolour 54 x 73cm (21 1/4 x 28 3/4in).

£1,200 - 1,800 €1,500 - 2,300

122^{AR}

FRED YATES (BRITISH, 1922-2008)

Dancing figures atelier Fred Yates stamp (on stretcher verso), oil on canvas 46 x 61cm (18 1/8 x 24in). unframed

£1,000 - 1,500 €1,300 - 1,900

123^{AR}

FRED YATES (BRITISH, 1922-2008)

Fairy magic signed 'FRED YATES' (lower right), oil on canvas 38 x 61cm (14 15/16 x 24in).

£1,500 - 2,000 €1,900 - 2,500











124^{AR}

WILLIAM GEAR (BRITISH, 1915-1997)

Untitled - red, blue and black signed and dated 'Gear '52' (lower right), ink and watercolour $38 \times 28 cm \ (14\ 15/16 \times 11 in)$.

£1,000 - 1,500 €1,300 - 1,900

Provenance

Commissioned from the artist by the present owner

125^{AR}

WILLIAM GEAR (BRITISH, 1915-1997)

Untitled - blue and black signed and dated 'Gear '52' (lower right), ink and watercolour 38 x 28cm (14 15/16 x 11in).

£1,000 - 1,500 €1,300 - 1,900

Commissioned from the artist by the present owner

WILLIAM GEAR (BRITISH, 1915-1997)

Untitled - orange, green and black signed and dated 'Gear '52' (lower right), ink and watercolour 38 x 28cm (14 15/16 x 11in).

together with three further signed and dated works by the same hand (4)(all unframed)

£1,500 - 2,000 €1,900 - 2,500

Provenance

Commissioned from the artist by the present owner





127^{AR}

WILLIAM GEAR (BRITISH, 1915-1997)

Untitled - yellow and black signed and dated 'Gear/ 3/51'lower right), watercolour 50 x 34.5cm (19 11/16 x 13 9/16in). togther with two further signed and dated works by the same hand (3) (all unframed)

£1,500 - 2,000 €1,900 - 2,500

Provenance

Commissioned from the artist by the present owner

128^{AR}

JOHN PIPER C.H. (BRITISH, 1903-1992)

The Tree of Life and the River of Life collage and gouache 54 x 36cm (21 1/4 x 14 3/16in).

£4,000 - 6,000 €5,100 - 7,600

Provenance With Bohun Gallery



JOHN PIPER C.H. (BRITISH, 1903-1992)

San Marco, Venice signed 'John Piper' (lower right), watercolour and gouache 64.5 x 44.5cm (25 3/8 x 17 1/2in).

£3,000 - 5,000 €3,800 - 6,300

130^{AR}

JOHN PIPER C.H. (BRITISH, 1903-1992)

University College, Oxford signed 'John Piper' (lower left), ink and watercolour heightened with

18.5 x 26cm (7 5/16 x 10 1/4in).

to be sold together with a postcard from the artist giving the subject matter of the watercolour, initialled and dated 1975

£2,000 - 3,000 €2,500 - 3,800







131^{AR}

GRAHAM SUTHERLAND O.M. (BRITISH, 1903-1980)

signed 'Sutherland' (lower right) watercolour, crayon, wax resist and ink on paper laid on panel 46.9 x 48.2 cm. (18.5 x 19 in.)

£8,000 - 12,000 €10,000 - 15,000

Provenance With The Lefevre Gallery, London Private Collection, U.K.

In 1939, Sutherland's friend and mentor, Sir Kenneth Clark, became the founding Director of the War Artists Advisory Committee. Official War Artists were expected to record specific aspects of the war effort thus creating an enduring historical record whilst at the same time protecting them from combat at the front. Initially, Sutherland was commissioned to portray the Blitz in London and Swansea but Clark was also keen to document industrial production. As a trained engineer with an unquestionable artistic talent Sutherland had the perfect eye for limestone quarrying, opencast coal mining, steel manufacture and tin mining. The artist was sent to several locations in Cornwall including Geevor Tin Mine located just down the road from Zennor, the title and location of the present work.



132* AR

BRIAN SHIELDS (BRAAQ) (BRITISH, 1951-1997)

Home to Tea signed, dated and inscribed 'braaq 78 "ANN" ' (lower right), oil on board 29 x 39.5cm (11 7/16 x 15 9/16in).

£8,000 - 12,000 €10,000 - 15,000

Provenance With King Street Galleries





134

BRIAN SHIELDS (BRAAQ) (BRITISH, 1951-1997)

'Give me back me fag Bri'

signed 'braaq' (lower right); bears title (on handwritten label verso), oil on board

18 x 23cm (7 1/16 x 9 1/16in).

£3,000 - 5,000 €3,800 - 6,300

134^{AR}

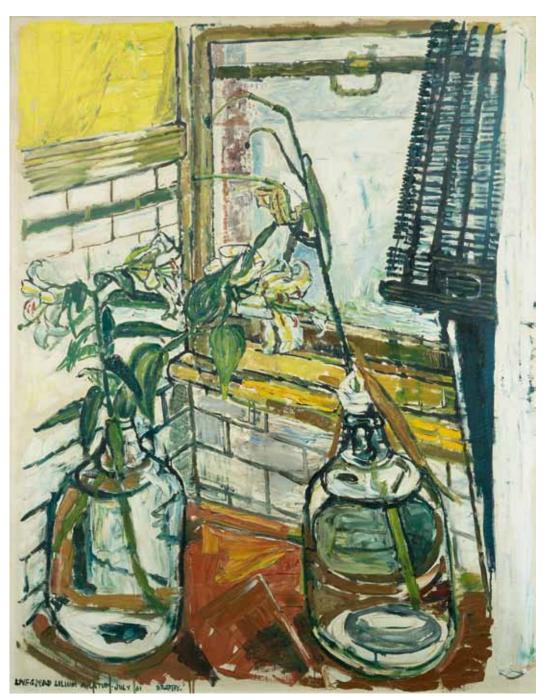
BRIAN SHIELDS (BRAAQ) (BRITISH, 1951-1997)

'Me new jacket'

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

18 x 23cm (7 1/16 x 9 1/16in).

£3,000 - 5,000 €3,800 - 6,300



135^{AR}

JOHN BRATBY R.A. (BRITISH, 1928-1992)

Live and Dead Lilium Aratum signed, dated and titled 'JULY 61 BRATBY' (lower left), oil on canvas 86.5 x 112cm (34 1/16 x 44 1/8in).

£5,000 - 7,000 €6,300 - 8,900

Provenance

With The Zwemmer Gallery, London, no.22, where purchased by Dr. Cardew



136^{AR}

JOHN BRATBY R.A. (BRITISH, 1928-1992)

Sunflowers and the swimming pool signed 'BRATBY' (lower right), oil on canvas 121 x 88cm (47 5/8 x 34 5/8in).

£6,000 - 8,000 €7,600 - 10,000

Bromley, Warerford Galleries, John Bratby, 1 December-3 January, cat.no.16





138

137^{AR}

KEITH VAUGHAN (BRITISH, 1912-1977)

Athlete circa 1939 studio stamp (lower right), gouache, watercolour and pencil on paper 13.5 x 10.6cm (5 5/16 x 4 3/16in).

£1,200 - 1,800 €1,500 - 2,300

Provenance

Prunella Clough Peter Adam Private Collection, U.K.

Literature

Gerard Hastings, Visions and Recollections: Prunella Clough and Keith Vaughan, Pagham Press, 2014, no. 51,

Exhibited

London, Menier Gallery, Visions and Recollections: Prunella Clough and Keith Vaughan, April 2014

This is an extremely early example of a male nude by Vaughan, a subject that was to become the central theme of his life's work as a creative artist. Many of his photographs, dating from the 1930s, represent muscular types, bathers and athletes posing at Highgate Ponds and on the beach at Pagham. In this small-scale, jewellike work Vaughan describes the subject's pronounced pectoral and articulated abdominal muscles through a combination of soft pencil, touches of coloured watercolour pigment and white gouache. The result is a compact, but nevertheless dynamic and vibrant image.

We are grateful to Gerard Hastings, author of Prunella Clough and Keith Vaughan: Visions and Recollections, Pagham Press, (Menier Gallery), 2014, for compiling this catalogue entry.

138^{AR}

BERNARD MENINSKY (BRITISH, 1891-1950)

The Bathers

signed 'Meninsky' (lower right),

watercolour

33 x 44cm (13 x 17 5/16in).

together with a signed letter from Nora Meninsky and the Blond Fine Art exhibition catalogue of which this lot is the front cover

£1,200 - 1,500 €1,500 - 1,900

Exhibited

London, Blond Fine Art, British Figure Drawing 1900-1960, January 15-February 7, 1981, no.22

KEITH VAUGHAN (BRITISH, 1912-1977)

Reclining male nude circa 1962 studio stamp (verso), pencil on paper 20 x 27.8cm (7 7/8 x 10 15/16in).

£1,000 - 1,500 €1,300 - 1,900

Provenance Prunella Clough Peter Adam Private Collection, U.K.

Vaughan made drawings throughout his life and his main subject was the male nude in both action and repose. The process helped him to refine and distil the human form down to its essential components. In this late life drawing of a reclining adolescent we see Vaughan's distinctive use of economic outline and strong contour. He has used the pencil not only to demarcate the boundary of the form and indicate underlying musculature but also to describe delicately the texture of body hair.

In 1964 David Thompson wrote 'Vaughan has a marvellous gift, the real draughtsman's gift, of being able to describe the whole articulation of a body in its outline, of suggesting, in his characteristic short, emphatic curves alternating with long, shallow arcs, all its essential volumes and muscular tensions.

Vaughan's drawings reveal him to be a formidable draughtsman who achieved uncommon eloquence with pencil and pen, the humblest tools of the artist's trade." (Extract from Gerard Hastings, Keith Vaughan: Gouaches, Drawings and Prints. Osborne Samuel, 2011).

We are grateful to Gerard Hastings, author of Prunella Clough and Keith Vaughan: Visions and Recollections, Pagham Press, (Menier Gallery), 2014, for compiling this catalogue entry.

140^{AR}

BERNARD MENINSKY (BRITISH, 1891-1950)

Seated nude in a landscape signed 'Meninsky' (lower right), watercolour 31 x 47cm (12 3/16 x 18 1/2in).

£1,500 - 2,000 €1,900 - 2,500

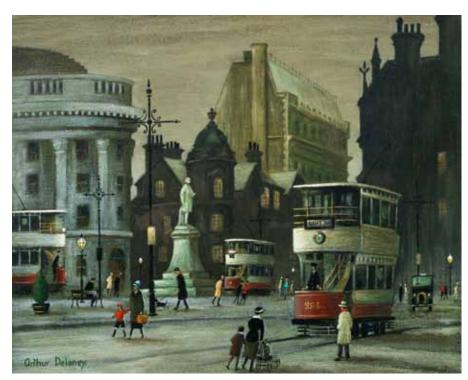
Provenance With Blond Fine Art



139







141^{AR}

ARTHUR DELANEY (BRITISH, 1927-1987)

Deansgate, Manchester signed 'arthur Delaney' (lower left), oil on board 29.7 x 39.5cm (11 11/16 x 15 9/16in).

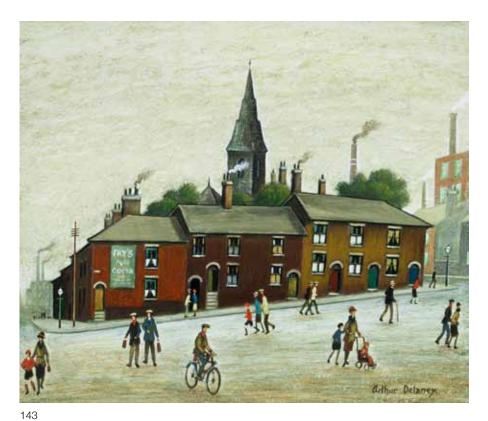
£4,000 - 6,000 €5,100 - 7,600

142^{AR}

ARTHUR DELANEY (BRITISH, 1927-1987)

Central Square, Manchester signed 'arthur Delaney' (lower left), oil on canvas board 40 x 50cm (15 3/4 x 19 11/16in).

£6,000 - 8,000 €7,600 - 10,000



ARTHUR DELANEY (BRITISH, 1927-1987)

The Little Street signed 'arthur Delaney' (lower right), oil on board 25 x 29.8cm (9 13/16 x 11 3/4in).

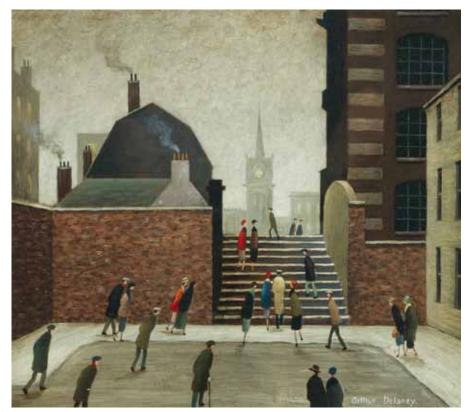
£3,000 - 4,000 €3,800 - 5,100

144^{AR}

ARTHUR DELANEY (BRITISH, 1927-1987)

The Footbridge signed 'arthur Delaney' (lower right), oil on board 32 x 36.5cm (12 5/8 x 14 3/8in).

£5,000 - 7,000 €6,300 - 8,900





145



146



145^{AR}

JOHN CRAXTON R.A. (BRITISH, 1922-2009)

Cat prowling signed and dated '-Craxton-58-' (lower right); further signed and inscribed (verso) gouache and crayon on card 16 x 20.4 cm. (6 1/4 x 8 in.) (unframed)

£2,000 - 3,000 €2,500 - 3,800

Provenance

Gifted by the Artist to Eileen Hogan, by whom given to the present owner Private Collection, Greece

146^{AR}

JOHN CRAXTON R.A. (BRITISH, 1922-2009)

Cat and ball signed, inscribed and dated 'Birthday greetings/for dorothy with love/& kisses from/John . Craxton . oct 1985' (around the edges) gouache on card 22.3 x 29.9 cm. (8 3/4 x 11 3/4 in.)

£3,000 - 5,000 €3,800 - 6,300

(unframed)

Provenance

Gifted by the Artist to Dorothy Andrews, thence by descent to Eileen Hogan, by whom given to the present owner Private Collection, Greece

147^{AR}

JOHN CRAXTON R.A. (BRITISH, 1922-2009)

Welcome Home Dorothy gouache on card 36.2 x 45.1 cm. (14 x 1/4 x 17 3/4 in.) (unframed)

£4,000 - 6,000 €5,100 - 7,600

Provenance

Gifted by the Artist to Dorothy Andrews, thence by descent to Eileen Hogan, by whom given to the present owner Private Collection, Greece

148^{AR}

JOHN CRAXTON R.A. (BRITISH, 1922-2009)

Cat on red background signed twice, inscribed and dated 'Craxton 98./for Eileen/Happy Birthday from John' (lower centre) gouache on card 20 x 14 cm. (7 7/8 x 5 1/2 in.) (unframed)

£3,000 - 5,000 €3,800 - 6,300

Provenance

Gifted by the Artist to Eileen Hogan, by whom given to the present owner Private Collection, Greece

149^{AR}

JOHN CRAXTON R.A. (BRITISH, 1922-2009)

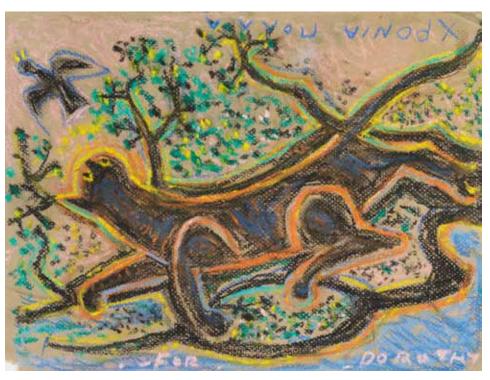
Cat and bird inscribed '-FOR. .DOROTHY' (lower edge); further inscribed 'XPONIA MORRA - with love' (upper edge) pastel . 25 x 32.9 cm. (9 7/8 x 13 in.) (unframed)

£3,000 - 5,000 €3,800 - 6,300

Provenance

Gifted by the Artist to Dorothy Andrews, thence by descent to Eileen Hogan, by whom given to the present owner Private Collection, Greece









151



150^{AR}

SIR KYFFIN WILLIAMS R.A. (BRITISH, 1918-2006)

St Justinian's chapel, near St. David's signed with initials 'KW' (lower right), pencil and watercolour . 29 x 39.5cm (11 7/16 x 15 9/16in).

£1,200 - 1,800 €1,500 - 2,300

151^{AR}

SIR MATTHEW SMITH (BRITISH, 1879-1959)

Castle in Wales signed 'Matthew Smith' (lower left and lower right), pastel 25.5 x 31cm (10 1/16 x 12 3/16in). with a further Welsh landscape pastel sketch on the paper verso.

£2,000 - 3,000 €2,500 - 3,800

152^{AR}

FREDERICK GORE CBE RA (BRITISH, 1913-2009)

Landscape with lavender fields signed 'F.Gore' (lower right), oil pastel 49.5 x 64.5cm (19 1/2 x 25 3/8in).

£1,500 - 2,000 €1,900 - 2,500



153^{AR}

RONALD OSSORY DUNLOP NEA, ARA, RBA (BRITISH, 1894-1973)

Street scene signed 'Dunlop' (lower right), oil on canvas 66.5 x 78.5cm (26 3/16 x 30 7/8in).

£1,000 - 1,500 €1,300 - 1,900

154^{AR}

ALAN LOWNDES (BRITISH, 1921-1978)

Factory street signed 'Alan Lowndes' (lower left), oil on board 19.5 x 24cm (7 11/16 x 9 7/16in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

W.R Brinton, 1913 Thence by family descent to the present Private Collection, U.K.

153







155^{AR}

CYRIL (CHARLES) MAHONEY, ARA (BRITISH, 1903-1968)

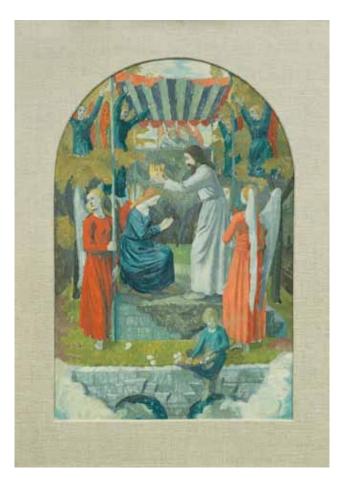
Bathers a pair, oil on paper each 42 x 31cm (16 1/2 x 12in)(2)

£1,500 - 2,000 €1,900 - 2,500

Exhibited

London, The Fine Art Society, *Charles Mahoney*, 20 March - 14 April 2000





156^{AR}

CYRIL (CHARLES) MAHONEY, ARA (BRITISH, 1903-1968)

The Coronation of the Virgin (Spring); Our Lady of Mercy (Autumn) a pair, circa 1942, oil on paper, arched top each 45 x 30cm (17 11/16 x 11 13/16in)(2)

£3,000 - 5,000 €3,800 - 6,300

Exhibited

Manchester, The Whitworth Art Gallery London, The Barbican Art Gallery, The Last of the Romantics, no.479 London, The Fine Art Society, Charles Mahoney, 20 March - 14 April 2000, no.84

These works are studies for the mural scheme for the Lady Chapel at Campion Hall, Oxford, 1941-1952.

Commissioned by Father D'Arcy in 1941 the whole project took over 10 years as Mahoney could only work on the murals in between his teaching commitments. In fact three of the small panels in the chapel are unfinished as Mahoney became too ill to complete the scheme. The artist's most ambitious mural, for Morley College, London, was destroyed by bombing in the war and therefore the Lady Chapel provides a rare chance to see large scale examples of Mahoney's work





157^{AR}

CYRIL (CHARLES) MAHONEY, ARA (BRITISH, 1903-1968)

Three female nudes bathing oil on paper 52 x 26.5cm (20 1/2 x 10 7/16in). together with 'Adam and Eve', oil on paper by the same hand (2)

£1,000 - 1,500 €1,300 - 1,900

158^{AR}

CYRIL (CHARLES) MAHONEY, ARA (BRITISH, 1903-1968)

Figures in a park oil on paper 25.5 x 30.5cm (10 1/16 x 12in). together with a charcoal sketch of a seated woman by the same hand (2)

£1,000 - 1,500 €1,300 - 1,900

Exhibited

London, The Fine Art Society, Charles Mahoney, 20 March - 14 April 2000, no.10 159*

PIERRE ADOLPHE VALETTE (FRENCH, 1876-1942)

Portrait of a seated gentleman signed 'A. Valette' (lower right), oil on board 34.5 x 27cm (13 9/16 x 10 5/8in).

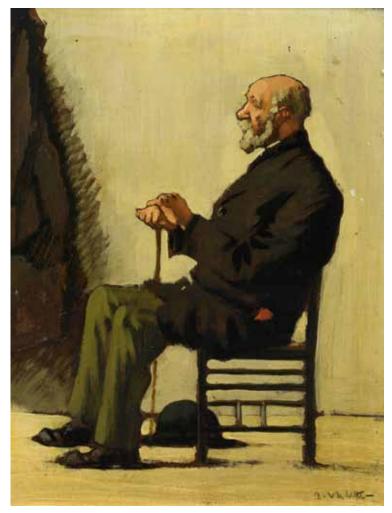
£3,000 - 5,000 €3,800 - 6,300

160*****

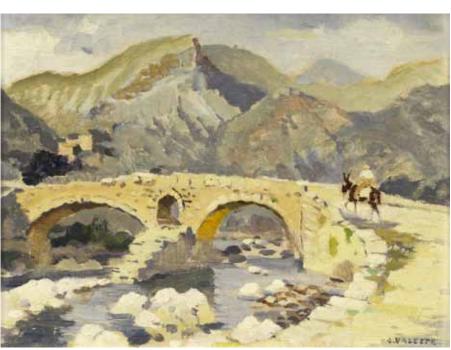
PIERRE ADOLPHE VALETTE (FRENCH, 1876-1942)

Continental landscape with stone bridge signed 'A.VALETTE' (lower right), oil on canvas laid to board 25 x 33cm (9 13/16 x 13in).

£3,000 - 5,000 €3,800 - 6,300



159







161^{AR}

FRANK DOBSON, R.A. (BRITISH, 1888-1963)

Standing Nude

signed and dated 'Frank Dobson 38' (lower right), gouache and chalk 35.5 x 51cm (14 x 20 1/16in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

The artist's estate. Anthony d'Offay, London.

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Eighth portrait of Peggy Jean, with curly hair at 2 years, 4 months bronze 34cm (13 1/2in)(high, including base)

£3,000 - 5,000 €3,800 - 6,300

Literature

Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, cat. no.118, p.148 (ill.b&w another cast)



163* AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Sunita and Anita reclining signed 'Epstein' (lower centre), pencil 48.5 x 54cm (19 1/8 x 21 1/4in).

£1,200 - 1,800 €1,500 - 2,300

Exhibited Philadelphia Museum of Art

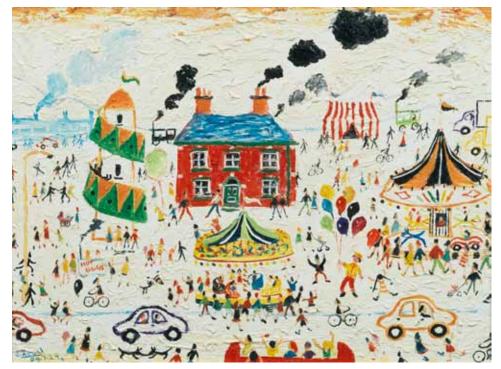
164^{AR}

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Portrait of Rosie, 14 months old signed 'EPSTEIN', bronze 26.5cm (10 1/2in)(high, including wooden base) together with a letter making reference to the bronze, dated 2nd July 1921, from Margaret Epstein and a further letter dated 21 Jan 1923 (3)

£3,000 - 5,000 €3,800 - 6,300







165^{AR}

SIMEON STAFFORD (BRITISH, BORN 1956)

signed and inscribed 'SIMEON/04.7.29' (lower left), oil on board $44 \times 60cm$ (17 5/16 \times 23 5/8in).

£1,000 - 1,500 €1,300 - 1,900 166^{AR}

SIMEON STAFFORD (BRITISH, BORN 1956)

Mazey day, Penzance signed 'SIMEON' (lower left), oil on canvas 76 x 101.5cm (29 15/16 x 39 15/16in).

£1,500 - 2,000 €1,900 - 2,500





167^{AR}

FRED YATES (BRITISH, 1922-2008)

Group of women atelier Fred Yates stamp (on stretcher verso), oil on canvas 60 x 45.5cm (23 5/8 x 17 15/16in).

£1,000 - 1,500 €1,300 - 1,900

168^{AR}

JOHN BELLANY CBE RA HRSA LLD(LON) (BRITISH, 1942-2013)

Italian street scene signed 'Bellany' (lower left), oil on canvas 76.5 x 61cm (30 1/8 x 24in).

£1,000 - 1,500 €1,300 - 1,900

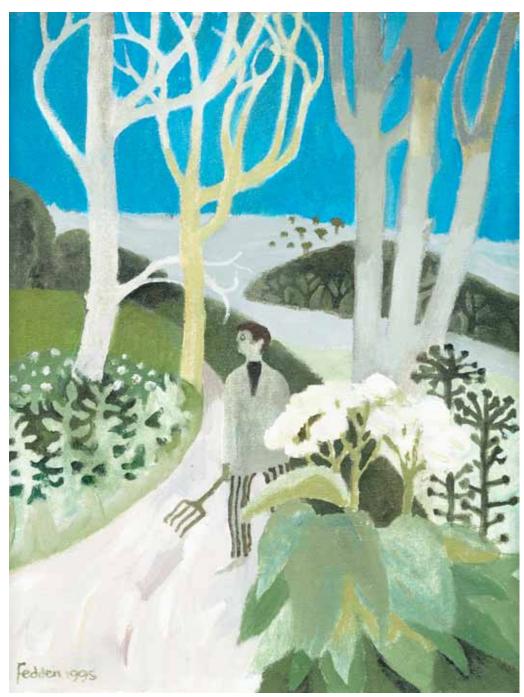
169^{AR}

FRED YATES (BRITISH, 1922-2008)

Portrait of a woman signed 'FRED YATES' (lower left); atelier Fred Yates stamp (on stretcher verso), oil on canvas 61 x 46cm (24 x 18 1/8in). unframed

£1,000 - 1,500 €1,300 - 1,900





170^{AR}

MARY FEDDEN R.A. (BRITISH, 1915-2012)

Man on a path with pitchfork signed and dated 'Fedden 1995' (lower left), oil on canvas 40.5 x 30.5cm (15 15/16 x 12in).

£5,000 - 7,000 €6,300 - 8,900

Provenance With Number Nine the Gallery



171^{AR}

MARY FEDDEN R.A. (BRITISH, 1915-2012)

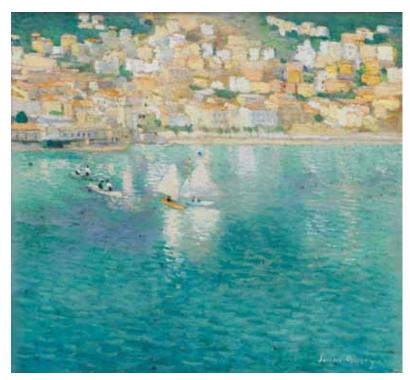
'Village in Portugal' signed and dated 'Fedden 1961' (lower left); further signed and titled (on label verso), oil on canvas 50.5 x 60.5cm (19 7/8 x 23 13/16in).

£6,000 - 8,000 €7,600 - 10,000

Provenance

With The Redfern Gallery





172^{AR}

SIMON ALBERT BUSSY (BRITISH, 1869-

Portrait of Ray Strachey signed 'Simon Bussy' (lower left) oil on canvas 45.5 x 31cm (17 15/16 x 12 3/16in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Oliver and Ray Strachey Thence by family descent Private collection, UK

173^{AR}

SIMON ALBERT BUSSY (BRITISH, 1869-1954)

Villefranche-Sur-Mer signed 'Simon Bussy' (lower right), oil on board 32 x 35cm (12 5/8 x 13 3/4in).

£4,000 - 6,000 €5,100 - 7,600

Provenance

Oliver and Ray Strachey Thence by family descent Private collection, UK

174^{AR}

SIMON ALBERT BUSSY (BRITISH, 1869-

Portrait of Christopher Strachey indistinctly signed 'Simon Bussy' (lower right), 35.5 x 28cm (14 x 11in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Oliver and Ray Strachey Thence by family descent Private collection, UK

175^{AR}

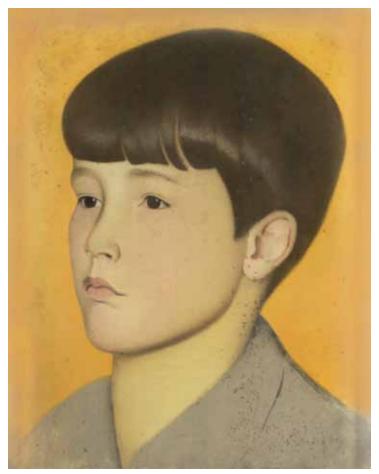
SIMON ALBERT BUSSY (BRITISH, 1869-1954)

Portrait of Barbara Strachey signed 'Simon Bussy' (lower left), pastel 31 x 30cm (12 3/16 x 11 13/16in).

£2,000 - 3,000 €2,500 - 3,800

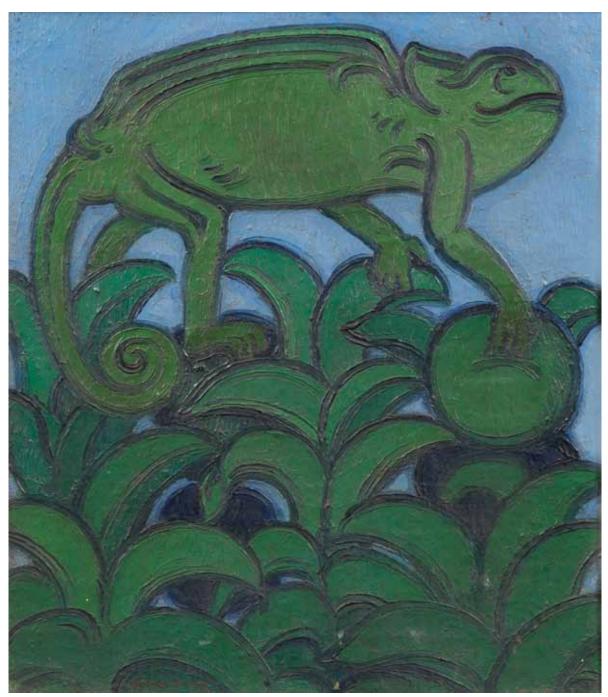
Provenance

Oliver and Ray Strachey Thence by family descent Private collection, UK



174





176^{AR}

SIMON ALBERT BUSSY (BRITISH, 1869-1954)

signed 'Simon Bussy' (lower left), oil on canvas 35 x 31cm (13 3/4 x 12 3/16in).

£5,000 - 7,000 €6,300 - 8,900

Provenance

Oliver and Ray Strachey Thence by family descent Private collection, UK

177^{AR}

JOHN BRATBY R.A. (BRITISH, 1928-1992)

Gloria signed 'BRATBY' (lower left), oil on canvas 182.5 x 60.5cm (71 7/8 x 23 13/16in). unframed

£5,000 - 7,000 €6,300 - 8,900





179

178^{AR}

FRANK DOBSON, R.A. (BRITISH, 1888-1963)

Female nude pencil, watercolour and gouache 50.2 x 34.9 cm. (19 3/4 x 13 3/4 in.)

£4,000 - 6,000 €5,100 - 7,600

Provenance Private Collection, U.K. 179^{AR}

DUNCAN GRANT (BRITISH, 1885-1978)

Portrait of Paul Roche signed and inscribed 'To Willy/& Andy/love from Duncan' (lower left) and dated '-/46' (lower right), oil on canvas laid to board 85 x 46cm (33 7/16 x 18 1/8in).

£3,000 - 5,000 €3,800 - 6,300

The painting depicts Paul Roche in 1946, the year he first met Grant. The dedication is to William de Belleroche and friend, who would visit Grant at Charleston from their home in Brighton.

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



180

WALTER RICHARD SICKERT A.R.A. (BRITISH, 1860-1942)

signed 'Sickert' (lower right) and inscribed 'After Palmer' (lower left); further inscribed 'Rape of Lucretia' (on the stretcher) oil on canvas 50.8 x 60.9 cm. (20 x 24 in.)

Painted circa 1932-3

£5,000 - 7,000 €6,300 - 8,900

Provenance

With Beaux Arts Gallery, London With Obelisk Gallery London, where purchased by M.H. Stonehill Esq., thence by descent Their sale; Sotheby's, Olympia, 24 November 2004, lot 79, where acquired by the present owner Private Collection, U.K.

Exhibited

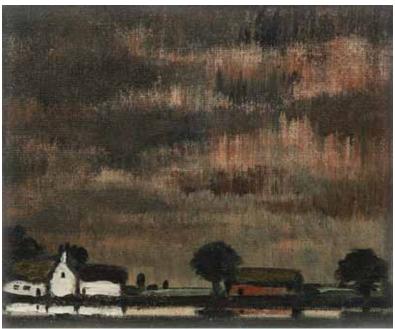
London, Beaux Arts Gallery, Paintings by Richard Sickert, A.R.A., 1933, cat.no.11

London, Beaux Arts Gallery Paintings and Drawings by Walter Richard Sickert, May-June 1949, cat.no.49

Wendy Baron, Sickert, Paintings & Drawings, Yale University Press, New Haven and London, 2006, p.511, cat.no.639 (col.ill)



181



182

181^{AR}

PETER BROOK (BRITISH, 1927-2009)

signed 'PETER BROOK' (lower right) and titled (lower left), oil on canvas

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

£2,500 - 3,500 €3,200 - 4,400

Provenance

Purchased directly from the artist by the present owner, Mr Rodney Bewes.

In the artist's original 'loom wood' frame.

182^{AR}

THEODORE MAJOR (BRITISH, 1908-1999)

Winter landscape signed 'MAJOR' (on board verso), oil on board 32 x 38cm (12 5/8 x 14 15/16in).

£2,000 - 3,000 €2,500 - 3,800

Sold with a copy of Theodore Major, his life and works by Mary Gaskel(1976), signed by the artist with several letters from Theodore Major and a pen and ink drawing by Kathleen Major all pasted into the book. (2)



183^{AR}

PETER BROOK (BRITISH, 1927-2009)

'Frost and snow - nearly deserted now' signed 'PETER BROOK' (lower right) and titled (lower left and centre), oil on canvas 51 x 76cm (20 1/16 x 29 15/16in).

£5,000 - 7,000 €6,300 - 8,900

Provenance

Purchased directly from the artist by the present owner, Mr Rodney Bewes.

In the artist's original 'loom wood' frame.

The title of the painting comes from the head of a calf or heifer, faintly visible in the house door.

184^{AR}

PETER BROOK (BRITISH, 1927-2009)

'Terminus'

signed 'PETER BROOK' (lower right) and titled (lower left), oil on canvas

53 x 60.5cm (20 7/8 x 23 13/16in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Purchased directly from the artist by the present owner, Mr Rodney Bewes.

Exhibited

London, Thomas Agnew and Sons Ltd.

In the artist's original 'loom wood' frame.





185^{AR}

SIR MATTHEW SMITH (1879-1959)

Yellow flowers in a round vase signed with initials 'MS' (lower left), oil on canvas 46 x 35cm (18 1/8 x 13 3/4in).

£8,000 - 12,000 €10,000 - 15,000

Provenance

Dr. Richard Alexander, acquired 1989, thence by descent to the present owner
Private Collection, U.K.



186^{AR}

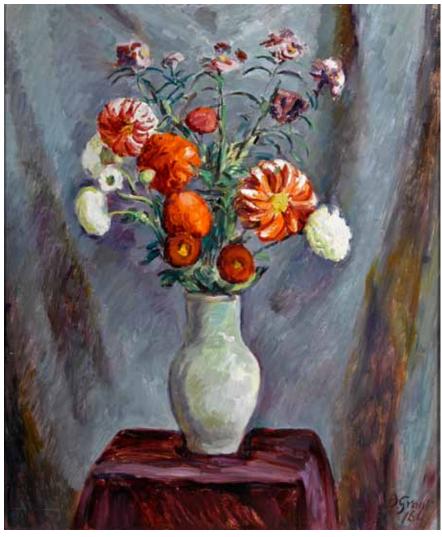
SIR MATTHEW SMITH (1879-1959)

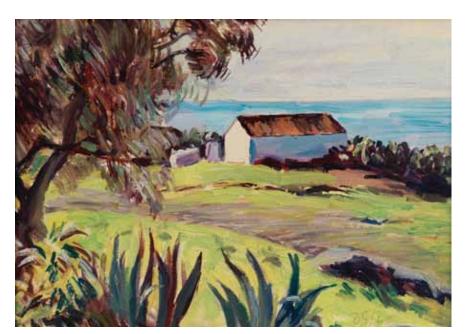
Flowers on a Red Background signed with initials 'MS' (lower left), oil on canvas 61 x 46cm (24 x 18 1/8in).

£12,000 - 18,000 €15,000 - 23,000

Provenance

With Arthur Tooth & Sons, London, 22 June 1942, where acquired by Dr. Louis Forman
Dr. Richard Alexander, thence by descent to the present owner
Private Collection, U.K.





187* AR

DUNCAN GRANT (BRITISH, 1885-1978)

Summer Flowers in a Jug signed and dated 'D Grant 64' (lower right) oil on canvas 61 x 51 cm. (24 x 20 in.)

£3,000 - 5,000 €3,800 - 6,300

Provenance

Sale; Christie's, London, May 14 1992, lot

From a Californian Estate

188* AR

DUNCAN GRANT (BRITISH, 1885-1978)

Near the coast signed with initials and dated 'DG/65' (lower right), oil on board 25.5 x 35.5cm (10 1/16 x 14in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

With The Adams Gallery



189^{AR}

PETER COKER R.A. (BRITISH, 1926-2004)

'Forest IV'

signed 'Peter Coker' (lower right); further signed and titled (on stretcher verso), oil on canvas

123.5 x 81.5cm (48 5/8 x 32 1/16in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

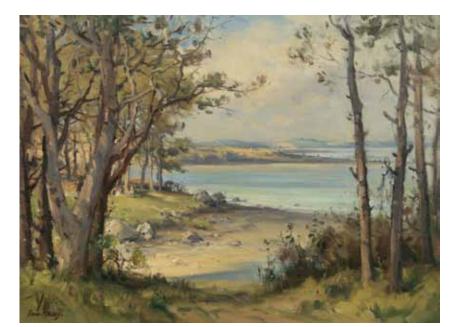
With The Zwemmer Gallery

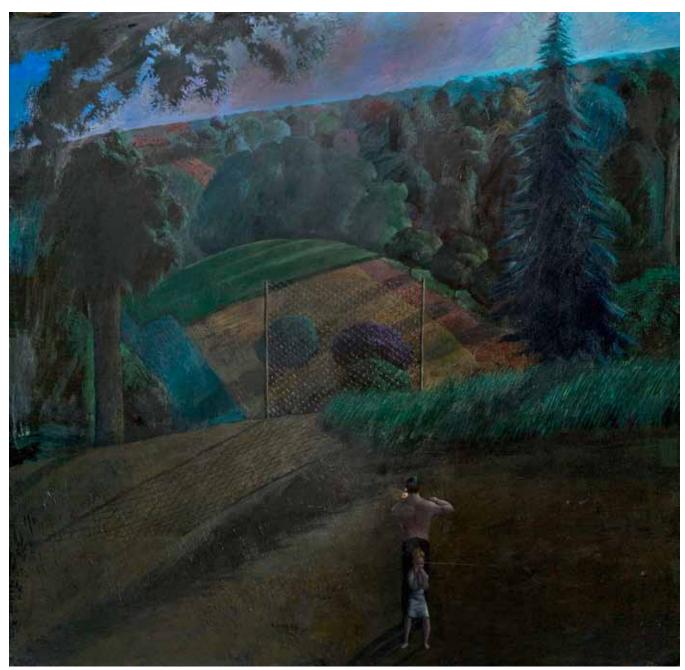
190* AR

FRANK MCKELVEY R.H.A., R.U.A. (IRISH, 1895-1974)

'On the way to ..., County Down' signed 'FRANK McKELVEY' (lower left); titled (on stretcher verso), oil on canvas 51 x 68.5cm (20 1/16 x 26 15/16in).

£3,000 - 5,000 €3,800 - 6,300





191^{AR W}

SARAH RAPHAEL (BRITISH, 1960-2001)

Figures in a landscape signed with initials and dated 'SNR 91' (lower right), acrylic on paper laid to canvas, 138 x 142cm (54 5/16 x 55 7/8in).

£6,000 - 8,000 €7,600 - 10,000

Exhibited

Agnew's, Sarah Raphael, 1992

Raphael's reputation was made on the basis of intense, tightly focused portraits, which inevitably incite comparison with Lucien Freud, and her enigmatic landscapes redolent of menace and anxiety.



192^{AR}

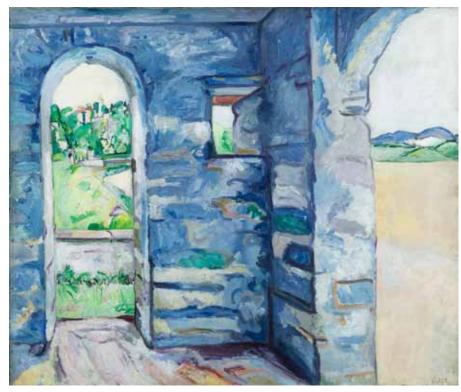
KEN HOWARD R.A. (BRITISH, BORN 1932)

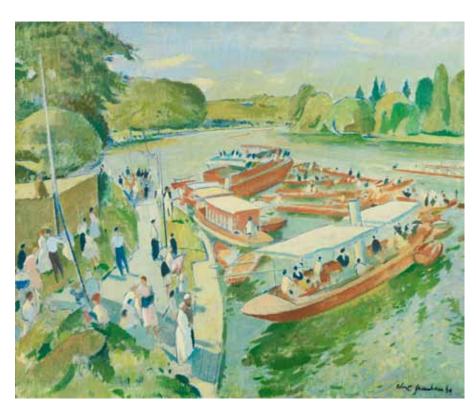
Spring at Oriel signed 'Ken Howard' (lower right), oil on canvas 101 x 121cm (39 3/4 x 47 5/8in).

£7,000 - 9,000 €8,900 - 11,000

Provenance

London, Royal Academy, Summer Exhibition, 1997, no.6 where purchased by the present owner





EDWARD WOLFE (SOUTH AFRICAN, 1897-1982)

Porthmerrion signed 'Wolfe' (lower right), oil on canvas 65.5 x 78cm (25 13/16 x 30 11/16in).

£1,200 - 1,800 €1,500 - 2,300

Exhibited

London, The Millinery Works Gallery, In Situ

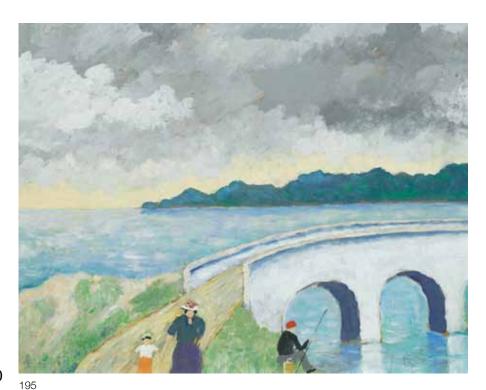
PROPERTY OF A GENTLEMAN

194^{AR}

ROBERT DUCKWORTH GREENHAM (BRITISH, 1906-1975)

'Thames at Cookham' signed and dated 'Robert Greenham 69' (lower right); bears title (on canvas verso), oil on canvas 64 x 76.5cm (25 3/16 x 30 1/8in).

£1,500 - 2,000 €1,900 - 2,500



OTHER PROPERTIES

195^{AR}

SIR NOËL COWARD (BRITISH, 1900-1973)

Figures by a bridge signed 'Noel Coward' (lower right), oil on board 30.5 x 38.5cm (12 x 15 3/16in). together with a signed photograph of Noel Coward and a postcard referring to the painting and the signed photograph that accompanies this lot (2)

£2,000 - 3,000 €2,500 - 3,800

JOHN MELVILLE (BRITISH, 1902-1986)

Figures and boats on a beach oil on board 74.5 x 100cm (29 5/16 x 39 3/8in).

£2,000 - 3,000 €2,500 - 3,800

Provenance Lucy Wertheim Gallery Duncan Campbell Fine Art







197^{AR}

HAROLD RILEY (BRITISH, BORN 1934)

Portrait of Dorothy Parker signed 'Riley' (lower right) and inscribed 'Dorothy Parker' (lower left), ink, pastel and watercolour 42 x 26.5cm (16 9/16 x 10 7/16in). together with a copy of a letter signed by the artist

£600 - 800 €760 - 1,000

198^{AR}

HAROLD RILEY (BRITISH, BORN 1934)

Portrait of Dorothy Parker oil on canvas 50.5 x 40.5cm (19 7/8 x 15 15/16in). together with a copy of a letter signed by the artist

£1,000 - 1,500 €1,300 - 1,900



199^{AR}

MICK ROONEY, RA (BRITISH, BORN 1944)

'La Famiglia Alternativa' signed with initials and dated 'MR '02' (lower left), oil on canvas 115 x 77cm (45 1/4 x 30 5/16in).

£1,500 - 2,000 €1,900 - 2,500

Exhibited

London, Royal Academy Summer Exhibition, 2002

200^{AR}

FRED YATES (BRITISH, 1922-2008)

Remembrance Day - Helston signed 'FRED YATES' (lower left), oil on board 33 x 58cm (13 x 22 13/16in).

£2,000 - 3,000 €2,500 - 3,800







201^{AR}

RUSKIN SPEAR R.A. (BRITISH, 1911-1990)

'Park Tree' signed 'Ruskin Spear' (lower right), oil on board 122 x 53.4cm (48 1/16 x 21in).

£1,000 - 1,500 €1,300 - 1,900

Provenance The Estate of Ruskin Spear With Crane Kalman Gallery

202^{AR}

BERNARD DUNSTAN, R.A. (BRITISH, BORN 1920)

Preparing the tea signed with initials 'BD' (lower left), oil on board 29.5 x 36.8cm (11 5/8 x 14 1/2in).

£1,500 - 2,000 €1,900 - 2,500

203* AR

SIR MAX BEERBOHM (BRITISH, 1872-1956)

'The Chief Croupier' signed with initials 'MX' (lower right) and inscribed 'The Chief Croupier - (Baccarat)' (lower centre), ink and wash 19 x 31.5cm (7 1/2 x 12 3/8in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

The estate of Sue Erpf Van de Bovenkamp

204^{AR}

CRAIGIE AITCHISON CBE RA (BRITISH, 1926-2009)

Landscape (Clapham) signed, inscribed and dated 'Craigie Aitchison/with many happy returns/14th May 1959' (on the backboard) pastel 40 x 48.3 x cm. (15 3/4 x 19 in.)

£2,000 - 3,000 €2,500 - 3,800

Provenance

Gifted by the Artist to the present owner, 14 May 1959 Private Collection, U.K.

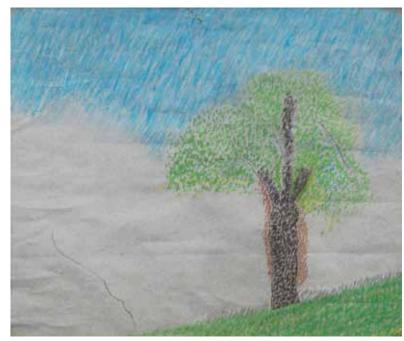
LOUIS WILLIAM WAIN (BRITISH, 1860-

'Din-din Please!' signed 'Louis Wain' (lower left), pen, ink and watercolour heightened with white 20.5 x 33cm (8 1/16 x 13in).

£2,000 - 2,500 €2,500 - 3,200



203



204





206



PROPERTY OF A GENTLEMAN

JOHN CHRISTOFOROU (GREEK, 1921-2014)

Blue lady signed 'Christoforou' (lower right), oil on board 85 x 60cm (33 7/16 x 23 5/8in). painted circa 1940s

£2,000 - 3,000 €2,500 - 3,800

This lot and lot 208 date from the late 1940s/1950 and may have been exhibited at Christoforou's first solo show at 20 Brook Street Gallery in

Paintings from this period are unusual because Christoforou destroyed many of his early works whilst he was living in Paris in 1951-52. Described as 'a savage expressionist', due to his powerful paintings with their vivid colours and vigorous brushwork, Christoforou exhibited with Gimpel Fils and Gallery One before settling in Paris in 1957. His work is included in many public and private collections throughout the world and a major Christoforou retrospective was held in Athens in 2002.

207^{AR}

PAUL HARBUTT (BRITISH, BORN 1947)

'The Sigh'

signed and dated 'P.Harbutt 92' (lower right); titled and further signed and dated (on canvas verso), oil on canvas 70 x 60cm (27 9/16 x 23 5/8in).

£2,000 - 3,000 €2,500 - 3,800 208^{AR}

JOHN CHRISTOFOROU (GREEK, 1921-2014)

Mandolin Player signed 'Christoforou' (lower right), oil on board 90 x 60cm (35 7/16 x 23 5/8in). painted circa 1950

£1,500 - 2,000 €1,900 - 2,500

OTHER PROPERTIES

209^{AR}

ROBERT O. LENKIEWICZ (BRITISH, 1941-2002)

Anna Navas in blue scarf and green coat titled and twice signed 'R.O Lenkiewicz' (verso), oil on canvas 61 x 61cm (24 x 24in).

£3,000 - 5,000 €3,800 - 6,300



208





210



211



PROPERTY OF A GENTLEMAN

210^{AR}

DERRICK GREAVES (BRITISH, BORN 1927)

Mountain landscape bears signature (on stretcher verso), oil on canvas 92 x 90cm (36 1/4 x 35 7/16in). circa 1960

£2,000 - 3,000 €2,500 - 3,800

OTHER PROPERTIES

211^{AR}

DENIS BOWEN (BRITISH, 1921-2006)

Abstract Landscape signed and dated 'Denis Bowen 1960' (lower right); further signed and dated (canvas verso), oil on canvas 51 x 76.5cm (20 1/16 x 30 1/8in).

£1,000 - 1,500 €1,300 - 1,900

PROPERTY OF A GENTLEMAN

212^{AR}

JOHN CECIL STEPHENSON (BRITISH, 1899-1965)

'VIVACE'

signed, titled and dated '60' (on board verso), oil on board 60 x 83.5cm (23 5/8 x 32 7/8in).

£1,200 - 1,800 €1,500 - 2,300

Provenance With Drian Gallery

OTHER PROPERTIES

213^{AR W}

AUSTIN WRIGHT (BRITISH, 1911-1997)

Leg 1962 aluminium, 139.75cm (55in) (high).

£5,000 - 8,000 €6,300 - 10,000

Leeds City Art Gallery, Trevor Bell - Austin Wright, The Gregory Fellows, 18th October - 18th November 1962, no.45

St. Martin-cum-Gregory, Micklegate, York, York Mystery Plays and Festival of the Arts - Austin Wright Sculpture, 15th June - 8th July 1973, no.64

Yorkshire Sculpture Park, Austin Wright Retrospective, 1981, outdoor exhibits, no.7

Literature

James Hamilton, The Sculpture of Austin Wright, The Henry Moore Foundation in association with Lund Humphries, London, 1994, p. 100, catalogue of works, S209

Austin Wright was appointed Gregory Fellow of Sculpture at the University of Leeds in 1961. It was to prove a turning point in his career, a period when he had both the time and money to devote to producing sculpture. Wright moved from working in concrete and lead to aluminium, a material which allowed thin fragile forms but also to cast on a much larger scale. During this period many sculptures took the form of parts of the human body, 'Split Back;' 'Eye;' 'Bowling Torso' and 'Wound.' But under the guidance of Professor Irene Manton, a botanist and art collector at the university, his sculptural forms also took on allegories of plant and molecular structures. The aluminium sculpture 'Leg' of 1962 belongs to this immensely fertile period in Wright's development of forms and ideas.





214



214^{AR}

MARTIN BRADLEY (BRITISH, BORN 1931)

Nature Morte

signed 'Martin Bradley' (lower right); signed and dated 'Martin Bradley 1966' and titled (verso), mixed media on canvas 98.5 x 99cm (38 3/4 x 39in).

£1,000 - 1,500 €1,300 - 1,900

PROPERTY OF A GENTLEMAN

215^{AR}

MARTIN BRADLEY (BRITISH, BORN 1931)

'The night of the Satyr' signed and dated 'Martin Bradley 1963' (lower left); titled (on canvas overlap), oil and acrylic

72 x 115cm (28 3/8 x 45 1/4in).

£1,500 - 2,000 €1,900 - 2,500



MARTIN BRADLEY (BRITISH, BORN 1931)

'Interior'

signed 'Martin Bradley' (lower left); titled, signed and dated '1966' (on canvas verso), oil on canvas 100 x 49cm (39 3/8 x 19 5/16in).

£1,000 - 1,500 €1,300 - 1,900

217^{AR}

STEPHEN MCKENNA (BRITISH, 1939)

'The End of Act One' signed, dated and titled 'Stephen McKenna/1967/68' (on canvas verso), oil on canvas 101.5 x 120.5cm (39 15/16 x 47 7/16in).

£1,000 - 1,500 €1,300 - 1,900







218



OTHER PROPERTIES

218^{AR}

THÉRÈSE OULTON (BRITISH, BORN 1953)

Germination V oil on canvas 57 x 46cm (22 7/16 x 18 1/8in). unframed

£1,200 - 1,800 €1,500 - 2,300

219^{AR}

THÉRÈSE OULTON (BRITISH, BORN 1953)

Germination I

titled, dated and signed '83/84 Oulton' (on stretcher verso), oil on

57 x 46cm (22 7/16 x 18 1/8in).

£1,200 - 1,800 €1,500 - 2,300



220

 220^{W}

SIDNEY NOLAN (AUSTRALIAN, 1917-1992)

Landscape signed with initial 'N' (lower right); further signed and titled 'LANDSCAPE S.Nolan' (on the stretcher) and dated '22 May 1960' (verso) ripolin on board 122.3 x 122 cm. (48 1/8 x 48 in.)

£8,000 - 12,000 €10,000 - 15,000

Exhibited

Probably London, Mathiessen Gallery, Sidney Nolan: Leda and the Swan and Other Recent Work, 16 June-16 July 1960, cat.no.22

By the end of the 1950s there was significant interest in Australian art within London. Bryan Robertson, the dynamic director of the Whitechapel Art Gallery, was a leading promoter and along with the influential Kenneth Clark formed a strong bond with Sidney Nolan. Robertson had already established himself as an excellent entrepreneur by organising an important exhibition of Mark Rothko's work in the East End. It is of little surprise therefore that Nolan jumped at the opportunity when offered a retrospective at the prestigious Whitechapel in 1957. With daily attendance often reaching 500 and positive responses from the leading newspapers such as John Russell in the Sunday Times, the exhibition was a success.

After a prolonged period in the USA, Nolan would not exhibit again in London until 1960 when the present work was included in his show at the Mathiessen Gallery. Nolan had recently re-visited Robert Graves and the myth of Leda and the Swan provided him with a strong theme for the exhibition. Conscious that he had been away from the England for some time, the artist wanted to connect with the landscape and ambiance of the country which led to more muted tones of colour as can be seen in the present work. The dazzling colours of the Mediterranean and fierce light of the Australian outback were replaced with a darker palette which provide an altogether more poetic mood and what Nolan himself described as 'a sometimes swooning atmosphere'.



221



222



221^{AR}

SIR TERRY FROST R.A. (BRITISH, 1915-2003)

'Three white graces' inscribed as titled and signed (label verso), collage and acrylic on paper 17.5 x 17cm (6 7/8 x 6 11/16in).

£1,000 - 1,500 €1,300 - 1,900

 222^{AR}

SIR TERRY FROST R.A. (BRITISH, 1915-2003)

Nine

signed and dated 'Terry Frost/98' (lower right), mixed media on paper $30 \times 30 cm$ (11 13/16 x 11 13/16in).

£1,200 - 1,800 €1,500 - 2,300

223^{AR}

SIR TERRY FROST R.A. (BRITISH, 1915-2003)

'R B & W Pilot'

inscribed as titled, signed and dated 'Terry Frost 98' (verso), oil and collage $30 \times 53cm$ (11 $13/16 \times 20$ 7/8in).

£2,500 - 3,500 €3,200 - 4,400



SIR TERRY FROST R.A. (BRITISH, 1915-2003)

Sunspots signed and dated 'Terry Frost 84/May' (lower right), watercolour, acrylic and collage 63 x 50cm (24 13/16 x 19 11/16in).

£2,000 - 3,000 €2,500 - 3,800

Exhibited

British Council exhibition in Cyprus, 1984

Provenance

Purchased from the artist's studio by the present owner

225^{AR}

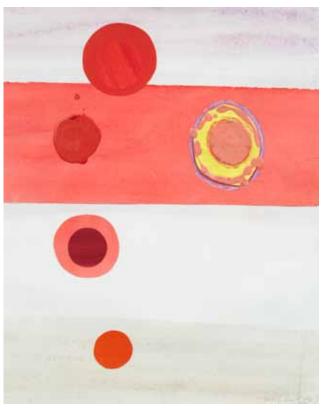
SIR TERRY FROST R.A. (BRITISH, 1915-2003)

Untitled watercolour, gouache and collage 28 x 20cm (11 x 7 7/8in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

Henry Gilbert, Will's Lane Gallery Where purchased by the present owner



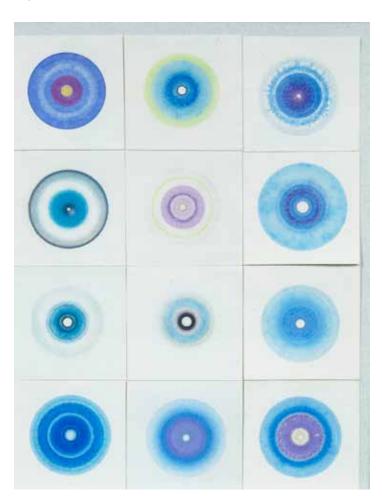
224



225



226



JOHN WELLS (BRITISH, 1907-2000)

Untitled inscribed and dated 'John Wells 1947' (on label verso), pencil and oil on board 11cm (4 5/16in) diameter.

£2,000 - 3,000 €2,500 - 3,800

227^{AR}

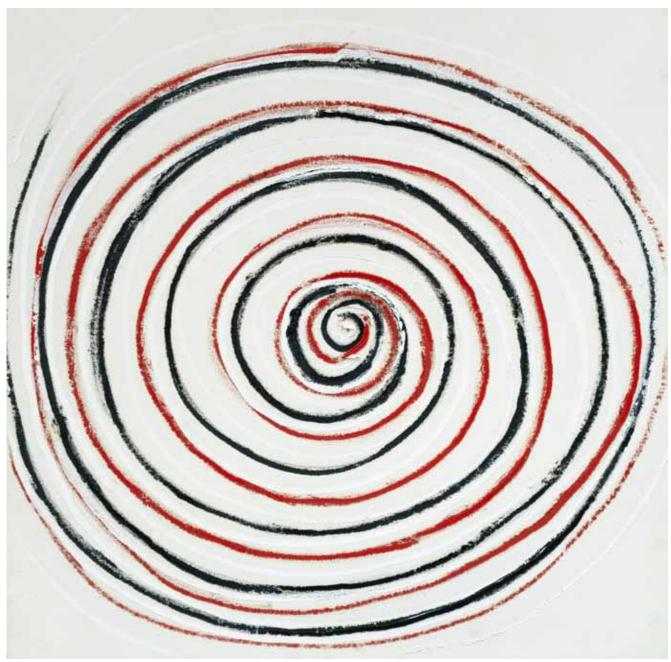
JOHN WELLS (BRITISH, 1907-2000)

Twelve circles, circa 1970 inscribed 'John Wells (Penzance)' (to label verso), watercolour 26 x 20cm (10 1/4 x 7 7/8in).(overall size)

£2,000 - 3,000 €2,500 - 3,800

Provenance

The collection of Prunella Clough Private UK collection



228

228^{AR}

SIR TERRY FROST R.A. (BRITISH, 1915-2003)

titled, signed and dated 'Terry Frost 10/94' (verso), oil on canvas 62 x 62cm (24 7/16 x 24 7/16in).

£5,000 - 7,000 €6,300 - 8,900

Provenance

Purchased direct from the artist by the present owner

Another example illustrated in David Lewis, Terry Frost, Aldershot 1994, p.228



229



229^{AR}

SIR TERRY FROST R.A. (BRITISH, 1915-2003)

Untitled signed and dated 'Frost '59' (lower right), watercolour 50 x 36cm (19 11/16 x 14 3/16in).

£2,000 - 3,000 €2,500 - 3,800

230^{AR}

RICHARD LIN (BRITISH, BORN 1933)

signed, titled and dated 'LIN SHOW-YO/JAN 1958/PAINTING' and further signed in Pinyin (verso) oil on canvas 55.8 x 71.2 cm. (22 x 28 in.) (unframed)

£4,000 - 6,000 €5,100 - 7,600

Provenance

Gifted by the artist to the family of the present owner *circa* 1960 Thence by descent Private Collection, U.K.



TREVOR BELL (BRITISH, BORN 1930)

'The Edge of the Sea' signed and dated 'BELL/3.57' (lower left); further titled and signed (on board verso), oil on canvas laid to board 106.5 x 47cm (41 15/16 x 18 1/2in).

£6,000 - 8,000 €7,600 - 10,000

Provenance With Tadema Gallery

Exhibited London, The New Art Centre, Cornwall 1945-1955, no.7

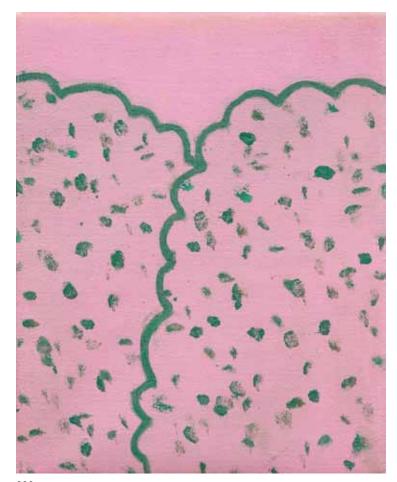




SIR TERRY FROST R.A. (BRITISH, 1915-2003)

'Black & White alone' inscribed as titled signed and dated 'Terry Frost 01' (verso) collage and oil on board 147 x 70cm (57 7/8 x 27 9/16in).

£7,000 - 9,000 €8,900 - 11,000



PRUNELLA CLOUGH (BRITISH, 1919-

Bushes dated 1998 to label verso, oil on canvas 25.5 x 20.5cm (10 1/16 x 8 1/16in).

£2,000 - 3,000 €2,500 - 3,800

Provenance With Annely Juda, London

234^{AR}

SANDRA BLOW R.A. (BRITISH, 1925-

'Red Green Collage 1984' inscribed as titled to the stretcher, collage and oil on canvas 122 x 122cm (48 1/16 x 48 1/16in). Unframed.

£2,000 - 3,000 €2,500 - 3,800



233



235



SIR TERRY FROST R.A. (BRITISH, 1915-2003)

Barnoon Hill, St Ives, circa 1948 signed 'Frost' (lower right), pencil 17 x 12cm (6 11/16 x 4 3/4in).

£1,000 - 1,500 €1,300 - 1,900

Literature

Mel Gooding, *Terry Frost: Act and Image - Works on Paper through six decades*, Belgrave Gallery, 2000, pl.16

236* AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Figure Lighting a Cigarette; Soldier Reading; Two Soldiers a set of three, framed as one; each signed and dated with initials 'K.V.' (lower right), ink on paper various sizes - the largest 10 x 18cm (4 x 7in)(three framed as one) Executed in 1943

£2,500 - 3,500 €3,200 - 4,400

Provenance

London, New Grafton Gallery Private collection, acquired from the above, by 1985. By descent to the present owner.

Exhibited

London, New Grafton Gallery, 1985

PRUNELLA CLOUGH (BRITISH, 1919-1999)

Textured Form circa 1958 signed 'Clough' (lower right), watercolour and mixed media on paper 20.4 x 15.6cm (8 1/16 x 6 1/8in).

together with another work by the artist entitled 'Black Form Against a Pink Background', circa 1992, signed (lower right), lithograph and pastel on paper (additional information available online)(2)

£1,500 - 2,000 €1,900 - 2,500

Provenance

The artist's estate Peter Adam Private Collection, U.K.

Literature

Gerard Hastings, Visions and Recollections: Prunella Clough and Keith Vaughan, Pagham Press, 2014, no. 29, p. 72

London, Menier Gallery, Visions and Recollections: Prunella Clough and Keith Vaughan, April 2014

Some of Clough's earliest abstract images date from this period, when she started to explore the innate value of colour, form, texture and tone. She had begun to take note of chance marks and random, tactile surfaces in industrial and urban landscapes and recorded them in drawings and source photographs. These acted as aide memoires when she came to work on her paintings in her studio later. Increasingly, in the second half of the 1950s, Clough's paintings become more enigmatic, abstract and monochromatic.

We are grateful to Gerard Hastings, author of Prunella Clough and Keith Vaughan: Visions and Recollections, Pagham Press, (Menier Gallery), 2014, for compiling this catalogue entry.

PROPERTY OF A GENTLEMAN

238AR

JOHN ARMSTRONG (BRITISH, 1893-1973)

signed and dated 'John Armstrong 62' (lower right), oil on canvas 76 x 50.5cm (29 15/16 x 19 7/8in).

£2.000 - 3.000 €2,500 - 3,800

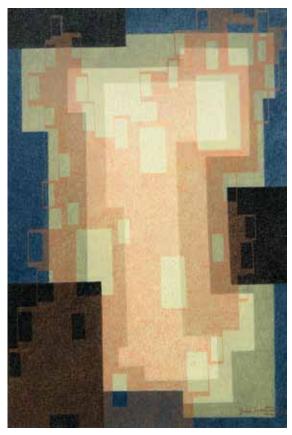
Exhibited

Colchester, The Minories, John Armstrong Paintings 1935-1970, 1977, no.35

Andrew Lambirth, John Armstrong, London, 2009, p.225, no.735



237



238

BARRY FLANAGAN

We met Barry Flanagan sometime in the mid-1970s. I don't remember the occasion, but my wife, Penelope Marcus, who was then working at the Tate Gallery, run into him first in the spring of 1972. Barry had just come back from Cambridge, where some pieces of his had been vandalised, and she recalls that he was a bit agitated. I sometimes found Barry puzzling to talk to, but sympathetic and enjoyable. His conversation could be oblique, though he showed you the courtesy of presuming you were on the same wavelength as he.

Penny was an art historian and publisher, and I a fledgling writer and journalist. I had a small collection of Bloomsbury objects made in connection with my book on the origins of the Bloomsbury Group, and the remainder of our collection grew naturally in step with our social life: Whenever we could afford to, we bought work by our friends, and they were generous in turn. We had many friends who were artists; some were mutual friends, and some not. Besides Barry, our artist chumsincluded Howard Hodgkin, Richard Smith, Patrick Caulfield, Joe Tilson, David Hockney, Stephen Buckley, Michael Craig-Martin, Keith Milow, Bill Jacklin, Ron Kitaj, Gilbert and George, Allen Jones, Tom Philips, Lynn Chadwick, John Piper, and even Duncan Grant who came to our wedding party when he was in his 90s.

Barry's "pataphysical" mode had a collaborative side, and he embarked on a project he called a "diorama." Though I don't think I ever fully grasped what he meant by this, I went along to a meeting of the diorama group in a room over the Museum Tavern, at which I read a very silly paper (later published in Harper's & Queen) about the irrelevance of historic chefs to the nouvelle cuisine then current in France. (I became Food and Wine editor of The Observerin the 1980s.)In full pataphysical style, everyone, and especially Barry, took my recklessly risible commentary as being perfectly sensible.

When we married, in June 1977, Barry designed the invitation, the wine bottle labels and the quest book, carved a motif in a wooden bench as a wedding present and hared around the back roads of Oxfordshire in the early hours of 26 June, buying bacon and eggs from the float of every milkman he could find (you could, then). He

had rightly judged our catering arrangements for the 500 guests to be inadequate, and he personally cooked breakfast for the remaining dozens of revellers who had danced through the night. As a wedding present, Penny gave me one of Barry's soft sculptures, a blue cloth tube filled with fine sand.

Soon after that, but before Barry had achieved the recognition that made him financially secure, we commissioned a large sculpture from him, carved – a bit experimentally – from more or less local Hornton stone. Barry had had a country studio not very far away from us, and when he left it he stored a great deal of work and odds and ends in our vacant barn. Over the years he presented us with objects from this hoard: the maquette for the pile of blankets purchased by the Tate in 1973 that caused a gigantic media uproar in parallel with Carl André's "bricks"; several of his clay pinch pots; and for our 25th wedding anniversary, a heavy, slivery metal "pinch pot" incised with his famous hare motif. Barry also drew both our children soon after they were born, and the drawings were reproduced on their birth announcements.

There were wonderful moments, such as his telephoning us unexpectedly late on a Sunday night from a local pub, and asking whether he could stay with us. Of course we said we'd make up the beds in one of the spare rooms. "Don't bother," he said, as he turned up in a luxuriously appointed camper van. Barry was never less than surprising.

by Paul Levy [08.10.14]

It is wonderful to see such a comprehensive collection of Flanagan's early work, perhaps the most important in recent years to have appeared on the open market, which demonstrates so clearly the artist's practise during this period. Largely conceptual. Flanagan's interest in his work at this period was in processes and in allowing the materials themselves to achieve sculptural awareness. It was not until 1979 that the artist cast his first leaping hare from which his more recent reputation has been founded.



BARRY FLANAGAN, R.A. (BRITISH, 1941-2009)

Maguette for 4 casb 2 '67 circa 1967, painted hessian and sand 35cm (13 3/4in)(height, including wooden base)

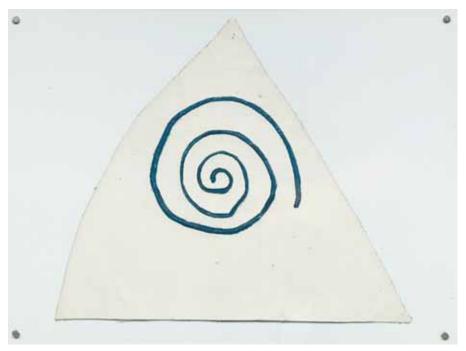
£5,000 - 7,000 €6,300 - 8,900

Provenance

Acquired directly from the artist by the present owners

The full sized work for which the present work is the maquette, is in the Tate collection, number T02061. The title 4 Casb 2 '67 refers to the four canvas sand bags number 2 1967. The larger scale work is often exhibited alongside two other works of the period, 'Ringl 1'67' and 'Rope (Gr 2Sp 60) 6'67'.

During the period from 1965 to 1972, Flanagan created a fascinating and diverse group of works using unorthodox and ephemeral materials such as sand, hessian, felt, rope, furniture, cellos, wooden sticks or projected light frames. It is from this period that the majority of the Levy/Marcus collection derives.



240



240^{AR}

BARRY FLANAGAN, R.A. (BRITISH, 1941-2009)

Untitled (spiral) a set of three; circa 1977, acrylic on canvas each approximately 30 x 30cm (12 x 12 in)(3)

£1,500 - 2,000 €1,900 - 2,500

Provenance

Acquired directly from the artist by the present owners

BARRY FLANAGAN, R.A. (BRITISH, 1941-2009)

Untitled (Pile), 1976

signed with initials, an artist's proof aside from the numbered edition

dyed hessian

8cm (3 1/4in)(height) by 10cm (4in)(width) by 11cm (4 1/4in)(depth)

£800 - 1,200 €1,000 - 1,500

Provenance

Acquired directly from the artist by the present owners

Pile 3, '68 to which the present work relates, is currently on dispaly at the Tate Liverpool, acquisition number T01716.



BARRY FLANAGAN, R.A. (BRITISH, 1941-2009)

Untitled circa late 1970s, two hornton stone pieces and one limestone various sizes (3)

£1,000 - 1,500 €1,300 - 1,900

Provenance

Acquired directly from the artist by the present owners

243^{AR}

BARRY FLANAGAN, R.A. (BRITISH, 1941-2009)

Flying Nessies circa late 1970s, limestone largest 20.5cm (8 in)(length), together with a finger piece mask (3)

£1,000 - 1,500 €1,300 - 1,900

Provenance

Acquired directly from the artist by the present owners

BARRY FLANAGAN, R.A. (BRITISH, 1941-2009)

A collection of five squeeze, pinch and thumb pots, two spiral bowls and a blue finger piece circa 1975,

terracotta

various sizes, largest piece approximately 8cm (3 1/4in)(height) by 11cm (4 1/4in)(width)(8)

£2,000 - 3,000 €2,500 - 3,800

Provenance

Acquired directly from the artist by the present owners







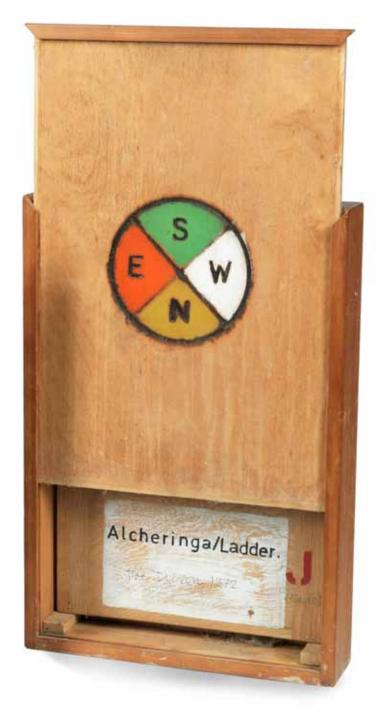


BARRY FLANAGAN, R.A. (BRITISH, 1941-2009)

Leaping hares silver bowl 7cm (2 3/4in)(height) by 7cm (2 3/4in)(width) by 8cm (3 1/4in)(depth)

£2,000 - 3,000 €2,500 - 3,800

Acquired directly from the artist by the present owners in 2002





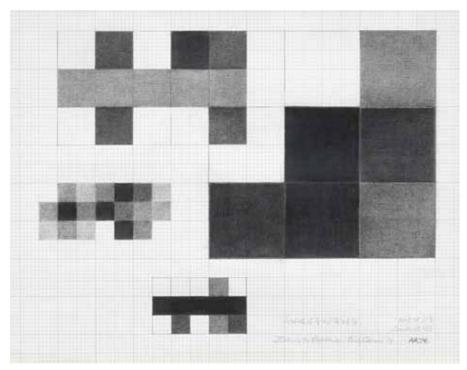
JOE TILSON R.A. (BRITISH, BORN 1928)

Alcheringa Ladder signed 'Tilson J' (on reverse of the ladder); further signed and dated '1972' and inscribed '(Ed.10)' (on top of block), painted wood construction 49.5 x 34.5cm (19 1/2 x 13 9/16in).(overall size) together with an unframed exhibition poster (2)

£2,000 - 3,000 €2,500 - 3,800

Provenance

Acquired directly from the artist by the present owner



247



OTHER PROPERTIES

247^{AR}

ALAN REYNOLDS (BRITISH, BORN 1926)

Studies for Modular Construction signed and dated 'AR 78' and titled (lower right); signed, dated and inscribed (on board verso), lead pencil 24 x 30.5cm (9 7/16 x 12in).

£1,000 - 1,500 €1,300 - 1,900

248^{AR}

SIR TERRY FROST R.A. (BRITISH, 1915-2003)

'Blue Alone' titled, signed and dated 'Terry Frost 98' (on canvas overlap), acrylic and collage on canvas 91.5 x 91.5cm (36 x 36in). unframed

£4,000 - 6,000 €5,100 - 7,600

Provenance With Flowers Gallery



PATRICK SCOTT H.R.H.A. (IRISH, BORN 1921)

Gold Painting, No 14 signed and titled 'Patrick Scott' (verso), gold leaf and tempera on canvas 102 x 109.5cm (40 3/16 x 43 1/8in). unframed

£2,000 - 3,000 €2,500 - 3,800

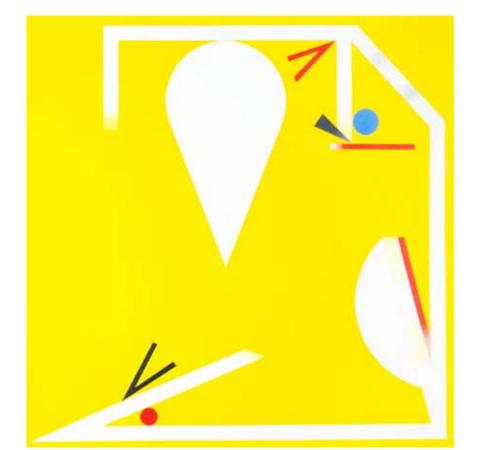
Provenance With Hamilton Galleries

250^{AR}

JACK SMITH (BRITISH, 1928-2011)

signed and dated 'Jack Smith/1985' and inscribed with title (verso), oil and acrylic on board 75 x 75cm (29 1/2 x 29 1/2in).

£2,000 - 3,000 €2,500 - 3,800



250



251



JOHN HOYLAND RA (BRITISH, 1934-2011)

Abstract signed and dated 'John Hoyland 79' (lower right), acrylic on paper 75 x 57cm (29 1/2 x 22 7/16in).

£3,000 - 5,000 €3,800 - 6,300

252^{† AR}

JOHN HOYLAND RA (BRITISH, 1934-2011)

Abstract signed and dated 'John Hoyland 1980' (lower right), acrylic on paper 57 x 76.5cm (22 7/16 x 30 1/8in).

£3,000 - 5,000 €3,800 - 6,300

253^{AR}

ALBERT IRVIN RA (BRITISH, BORN 1922)

'Old Town'

inscribed with artist's name, title and date '2001' (on label verso), acrylic on canvas 183 x 153cm (72 1/16 x 60 1/4in).unframed

£10,000 - 15,000 €13,000 - 19,000

Provenance

With Gimpel Fils where purchased by the present owner

End of Sale



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EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART TO INCLUDE EAST ANGLIAN ART, PART II

Tuesday 25th November 2014 Knightsbridge, London

JOHN BERNEY LADBROOKE (BRITISH, 1803-1879)

River scene with figures, wherry and cattle, Norwich castle on the horizon (detail) oil on canvas 51 x 76cm (20 1/16 x 29 15/16in). £8,000 - 12,000

ENQUIRIES

+44 20 7393 3988 thomas.podd@bonhams.com



Bonhams

MODERN BRITISH AND IRISH ART

Evening Sale Monday 17 November 2014 at 5pm Day Sale Tuesday 18 November 2014 at 11am **PAUL FEILER (1918-2013)**

Portheras Ochre
oil on canvas
59.7 x 50.2 cm.
(23 1/2 x 19 3/4 in.)
Painted in 1962
£40,000 - 60,000

ENQUIRIES

+44 (0) 20 7468 8296 christopher.dawson@bonhams.com



Bonhams

LONDON

PRINTS AND MULTIPLES

Tuesday 9 December 2014 New Bond Street, London

SIR HOWARD HODGKIN (BRITISH, BORN 1932)

Venice, Afternoon, from Venetian Views (Heenk 94)
Etching with aquatint, carborundum and hand-colouring, 1995, signed, from the edition of 60 1600 x 1965mm
£8,000 - 12,000

ENQUIRIES

+44 (0) 20 7468 8212 tanya.grigoroglou@bonhams.com

Closing date for entries
Thursday 30 October 2014



Bonhams

LONDON

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 tor! (whether direct, collateral, express, implied or otherwise). If you successfully bid for a Lot and buy it, at that stage Bonhams does enter into an agreement with the Buyer. The terms of that contract are set out in our Buyer's Agreement, which you will find at Appendix 2 at the back of the Catalogue. This will govern Bonhams' relationship with the Buyer.

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on

Bonhams' behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer's Agreement.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price*20% from £50,001 to £1,000,000 of the *Hammer Price*12% from £1.000.001 of the *Hammer Price*

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

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

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

- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- 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:

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

Bank: National Westminster Bank Plc

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 Licencina 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 Lotunder 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

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;
- "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. WINF

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

CB - Château bottled

DB – Domaine bottled

EstB – Estate bottled BB – Bordeaux bottled

BE – Belgian bottled

FB – French bottled

GB - German bottled

OB – Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams. com or requested by post from Customer Services Department, 101 New Bond Street, London, W15 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

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. 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

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

- 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

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied 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 liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 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 to Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller.
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams. com or requested by post from Customer Services Department, 101 New Bond Street, London W15 15R, 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
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*)
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business
- "Notional Price" the latest in time of the average of the high and low Estimates given by us to you or stated in the Catalogue or, if no such Estimates have been given or stated, the Reserve applicable to the Lot.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your". "Specialist Examination" a visual examination of a Lot by a
- specialist on the *Lot.*"Stamp" means a postage *Stamp* offered for *Sale* at a
 Specialist *Stamp Sale*.
- "Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- "Storage Contractor" means the company identified as such in the Catalogue.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com
 "Withdrawal Notice" the Seller's written notice to Bonhams
 revoking Bonhams' instructions to sell a Lot.
- "Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.
 "indemnity": an obligation to put the person who has
 the benefit of the indemnity in the same position in which
 he would have been, had the circumstances giving rise to
 the indemnity not arisen and the expression "indemnify" is
 construed accordingly.
- "interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.
- "lien": a right for the person who has possession of the *Lot* to retain possession of it.
- "risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
 "title": the legal and equitable right to the ownership of a Lot.
 "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection(3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller:
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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Registration and Bidding Form

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



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