



# **MODERN BRITISH AND IRISH ART**

Tuesday 2 June 2015 at 14.00 Knightsbridge, London

#### **BONHAMS**

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### SALE NUMBER

22609

### CATALOGUE

£12

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

Please see back of catalogue for important notice to bidders

#### **ILLUSTRATION**

Front cover: Lot 182 Back cover: Lot 171 Inside front: Lot 99 Inside back: Lot 174

#### IMPORTANT INFORMATION

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





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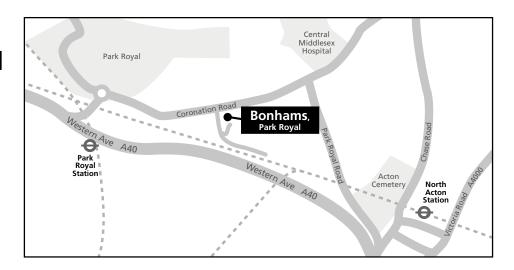
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# ART COLLECTIONS, ESTATES & VALUATIONS

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Lots not market W will only be held free of charge at Bonhams Knightsbridge until close of business on Tuesday 23 June 2015. Sold lots not Collected by this time will Be returned to the department storage charges will apply from Wednesday 24 June 2015.

# HANDLING AND STORAGE CHARGES

#### Please Note

For sold lots removed to Bonhams warehouse there will be no transfer and storage charges for lots collected between Thursday 4 June 2015 and close of business Tuesday 9 June 2015.

Transfer and storage charges will commence on Wednesday 10 June 2015.

The charges levied by Bonhams are as follows:

Paintings and Frames marked with W

Transfer per lot £20.00 Daily storage per lot £3.40

All other paintings and frames

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All the above charges are exclusive of VAT

# HANDLING AND STORAGE PAYMENT

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By credit card / debit card

#### IMPORTANT NOTICE

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

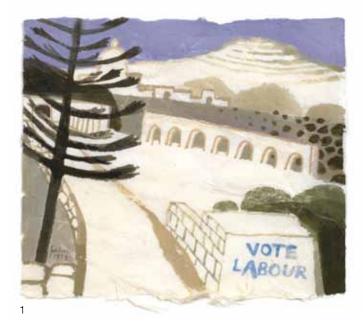
The following symbol is used to denote that VAT is due on the hammer price and buyer's premium

- † VAT 20% on hammer price and buyer's premium
- \* VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

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

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









1 AF

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

Vote Labour

signed and dated 'Fedden/1979' (lower left), watercolour

16 x 18cm (6 5/16 x 7 1/16in).

£1,000 - 1,500 €1,400 - 2,100

 $_2$  AR

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

Oasi

signed and dated 'Fedden 1977' (lower right), watercolour

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

£1,000 - 1,500 €1,400 - 2,100

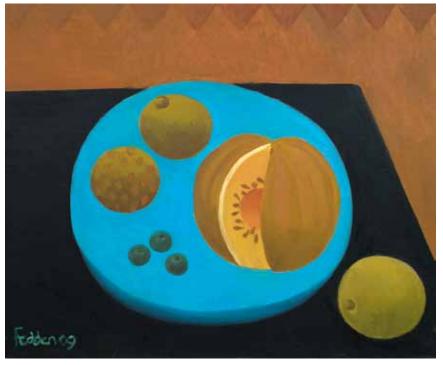
 $_3$  AR

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

Still life with oranges, pear and grapes signed and dated 'Fedden 09' (lower left), oil on canvas 25.5 x 30cm (10 1/16 x 11 13/16in).

£2,000 - 3,000 €2,800 - 4,200





4 \* AR

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

Lemons and Stones signed and dated 'Fedden 05' (lower right), oil on canvas board 39.5 x 49.5cm (15 9/16 x 19 1/2in).

£4,000 - 6,000 €5,600 - 8,400

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

Still life of fruit on a blue plate signed and dated 'Fedden 09' (lower left), oil on canvas 60 x 49.5cm (23 5/8 x 19 1/2in).

£4,000 - 6,000 €5,600 - 8,400





#### **DONALD MCINTYRE (BRITISH, 1923-2009)**

Rhoscolyn signed 'D McINTYRE' (lower left), oil on board 44.5 x 67.5cm (17 1/2 x 26 9/16in).

£3,000 - 5,000 €4,200 - 7,000

London, Portland Gallery, McIntyre, Lowndes and Peter Brook Exhibition, July 2001, no.2

 $_7$  AR

#### **DONALD MCINTYRE (BRITISH, 1923-2009)**

'Wall and cottage, Caerns' signed 'D McINTYRE' (lower right); further signed and titled (verso), oil on board 60 x 120cm (23 5/8 x 47 1/4in).

£4,000 - 6,000 €5,600 - 8,400

London, Portland Gallery, *Donald McIntyre, Alan Lowndes & Peter Brook Exhibition*, July 2011, no. 5

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

Opencast Coal Production (1943) pencil, chalk, watercolour, ink, gouache and oil stick on paper 24 x 20cm (9 7/16 x 7 7/8in).

£5,000 - 7,000 €7,000 - 9,800

This work was executed at the opencast coal mines at Pwll-du near Abergavenny, Wales in late 1943

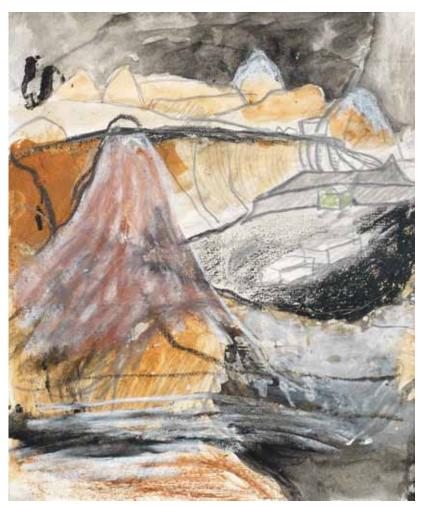
 $_{9}$  AR

# PETER PRENDERGAST (BRITISH, 1946-

Slate quarry, Blaenau Ffestiniog signed and dated 'Peter Prendergast/1990' (lower right), ink, charcoal and watercolour 73 x 102cm (28 3/4 x 40 3/16in).

£2,000 - 3,000 €2,800 - 4,200

#### Provenance With Agnew's









10 <sup>AR</sup>

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

A Welsh valley signed with initials 'KW' (lower left), pen and ink  $36 \times 54$ cm (14  $3/16 \times 21$  1/4in).

£1,200 - 1,800 €1,700 - 2,500

11 <sup>AR</sup>

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

Welsh hills under stormy skies signed initials 'KW' (lower right), pen and ink  $37 \times 54$ cm (14 9/16 x 21 1/4in).

£1,000 - 1,500 €1,400 - 2,100





13

12 <sup>AR</sup>

#### **DONALD MCINTYRE (BRITISH, 1923-2009)**

'Pale Sea, Iona' signed with initials 'DMc' (lower left); further signed and titled (on label verso), acrylic on board 29 x 39cm (11 7/16 x 15 3/8in).

£1,500 - 2,000 €2,100 - 2,800

13 <sup>AR</sup>

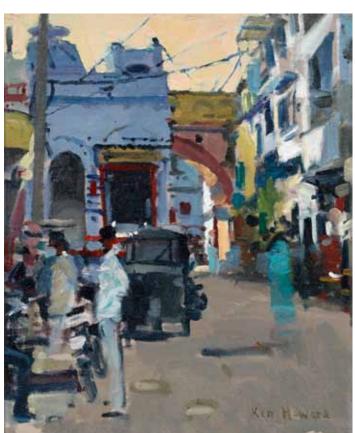
#### **DONALD MCINTYRE (BRITISH, 1923-2009)**

signed with initials 'DMc' (lower left), acrylic on card 29 x 39cm (11 7/16 x 15 3/8in).

£1,500 - 2,000 €2,100 - 2,800

Provenance With Larks Gallery





14 AR

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

Venetian view

signed 'Ken Howard' (lower right), oil on canvas board  $30 \times 25cm$  (11 13/16 x 9 13/16in).

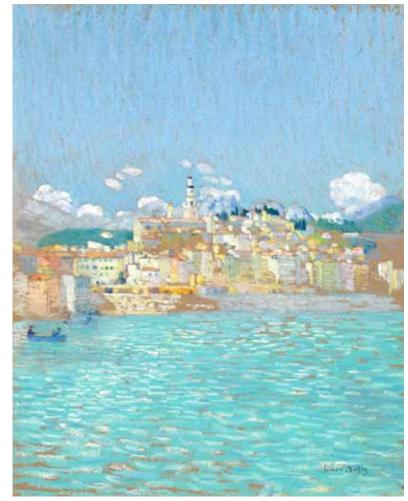
£1,000 - 1,500 €1,400 - 2,100

15 AR

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

Street in Bundi, India signed 'Ken Howard' (lower right), oil on canvas board  $30 \times 25 cm (11 \ 13/16 \times 9 \ 13/16 in)$ .

£1,000 - 1,500 €1,400 - 2,100



#### SIMON ALBERT BUSSY (BRITISH, 1869-1954)

signed 'Simon Bussy' (lower right), pastel 36.7 x 19cm (14 7/16 x 7 1/2in).

£3,000 - 5,000 €4,200 - 7,000

#### Exhibited

Prins Eugens Waldemarsudde, Stockholm, Simon Bussy, 5th June-29th August, 1999, no. 21, illustrated page 26

17 AR

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

Venice, the lagoon signed 'Cuming' (lower left), oil on board 20 x 59cm (7 7/8 x 23 1/4in).

£1,500 - 2,000 €2,100 - 2,800







18 <sup>AR</sup>

#### PETER BROOK (BRITISH, 1927-2009)

Jacob At Kilnsey titled and signed 'PETER BROOK' (lower right), oil on board 41 x 50cm (16 1/8 x 19 11/16in).

£1,200 - 1,800 €1,700 - 2,500

19 <sup>AR</sup>

#### PETER BROOK (BRITISH, 1927-2009)

Spring 1979 signed 'PETER BROOK' (lower right), dated (lower left) and titled (centre), oil on canvas 50.5 x 40.3cm (19 7/8 x 15 7/8in).

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

From the collection of the late David Wynne



#### PETER BROOK (BRITISH, 1927-2009)

Softly falling snow signed 'PETER BROOK' (lower right) and titled 'SOFTLY FALLING SNOW' (lower centre), oil on board 44.5 x 53.5cm (17 1/2 x 21 1/16in).

£4,000 - 6,000 €5,600 - 8,400

#### Provenance

With Portland Gallery

#### Exhibited

London, Portland Gallery, Donald McIntyre, Alan Lowndes & Peter Brook Exhibition, July 2011, no. 44

21 AR

#### PETER BROOK (BRITISH, 1927-2009)

The Pennine Landscape signed 'PETER BROOK' (lower left) and titled 'THE PENNINE LANDSCAPE' (lower centre), oil on board 61 x 86cm (24 x 33 7/8in).

£6,000 - 8,000 €8,400 - 11,000

London, Portland Gallery, Donald McIntyre, Alan Lowndes & Peter Brook Exhibition, July 2011, no. 36







22 \* AR

#### FRED YATES (BRITISH, 1922-2008)

Still life with blue flowers signed 'FRED YATES' (lower right), oil on board 61 x 54.5cm (24 x 21 7/16in).

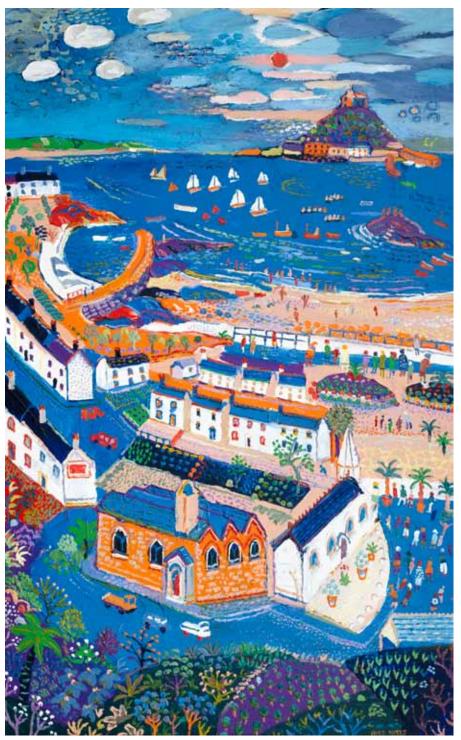
£1,500 - 2,000 €2,100 - 2,800

23 \* AR

#### FRED YATES (BRITISH, 1922-2008)

Still life of a summer bouquet signed 'FRED YATES' (lower right), oil on canvas 65 x 81cm (25 9/16 x 31 7/8in).

£1,500 - 2,000 €2,100 - 2,800



### 24 \* AR

#### FRED YATES (BRITISH, 1922-2008)

St Michael's Mount signed 'FRED YATES' (lower right), oil on board 117 x 71.3cm (46 1/16 x 28 1/16in).

£4,000 - 6,000 €5,600 - 8,400





26



25 \* AR

#### FRED YATES (BRITISH, 1922-2008)

Overlooking the bay signed 'FRED YATES' (lower left), oil on board 45 x 60.7cm (17 11/16 x 23 7/8in).

£1,000 - 1,500 €1,400 - 2,100

 $26^{\,\mathrm{AR}}$ 

#### FRED YATES (BRITISH, 1922-2008),

In the Park

signed 'FRED YATES' (lower left) and inscribed with title 'IN THE PARK' (on the reverse), oil on canvas 50.5 x 76cm (19 7/8 x 29 15/16in).

£1,500 - 2,000 €2,100 - 2,800

27 AR

#### FRED YATES (BRITISH, 1922-2008)

Sennen with Full Beach signed 'FRED YATES' (lower right), oil on canvasboard  $36 \times 43 cm$  (14 3/16 x 16 15/16in).

£1,500 - 2,000 €2,100 - 2,800

#### Provenance

With Emer Gallery, London



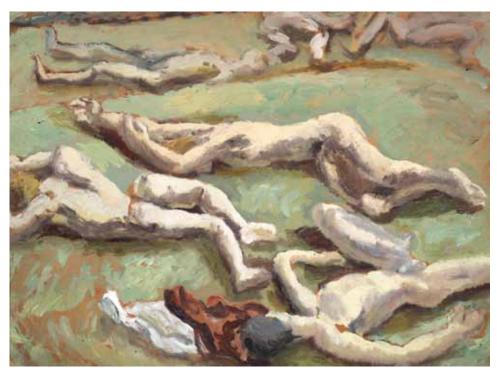
#### 28 AR

#### **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).

£4,000 - 6,000 €5,600 - 8,400





30

29 <sup>AR</sup>

#### **DUNCAN GRANT (BRITISH, 1885-1978)**

Paul Roche reclining dated and signed with initials 'D.G/48' (lower left), 37 x 55cm (14 9/16 x 21 5/8in).

£1,000 - 1,500 €1,400 - 2,100

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

30 AR

#### **DUNCAN GRANT (BRITISH, 1885-1978)**

Havoc of War - strewn figures oil on card 39 x 53cm (15 3/8 x 20 7/8in).

£4,000 - 6,000 €5,600 - 8,400

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

#### VANESSA BELL (BRITISH, 1879-1961)

Dieppe, 1946 estate stamp (lower right and on board verso), oil on board 52.5 x 37.5cm (20 11/16 x 14 3/4in).

£3,000 - 5,000 €4,200 - 7,000

#### Provenance

With The Bloomsbury Workshop

32 AR

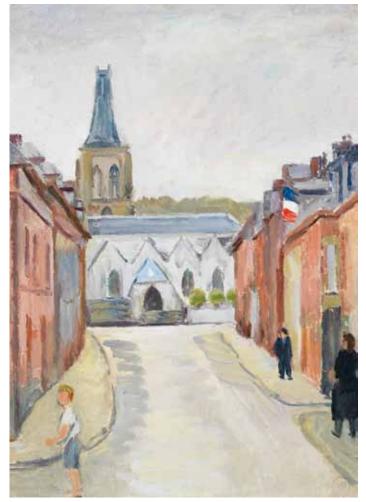
#### **DUNCAN GRANT (BRITISH, 1885-1978)**

Near Cassis signed with initials 'DG' (lower right), pencil and watercolour 34.5 x 51.5cm (13 9/16 x 20 1/4in).

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

With Abbott & Holder







 $33 \, \mathrm{AR}$ 

#### VANESSA BELL (BRITISH, 1879-1961)

The Pool in the Walled Garden, Charleston signed 'Vanessa Bell' (lower right); inscribed 'The Lawn/(front garden)' (verso) oil on paper laid on canvas 38.1 x 46.3 cm. (15 x 18 1/4 in.) Painted circa 1930-40

£4,000 - 6,000 €5,600 - 8,400

#### Provenance

With The Bloomsbury Workshop, London (as The Garden, Charleston), where acquired by the mother of the present owner Private Collection, U.K.

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



#### SPENCER FREDERICK GORE (BRITISH, 1878-1914)

A Farm signed 'S.F.GORE' (lower right) oil on canvas 45.7 x 50.8 cm. (18 x 20 in.) Painted in 1907

£6,000 - 8,000 €8,400 - 11,000

#### Provenance

Lord William Percy, by whom acquired from the 1928 exhibition Thence by descent to the present owner Private Collection, U.K.

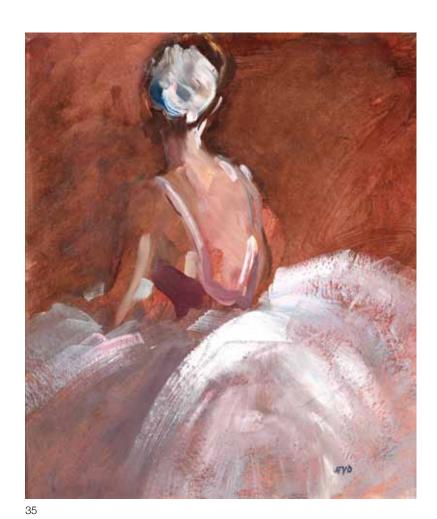
#### Exhibited

London, Carfax Gallery, 1916 (cat.no.22) London, The Leicester Galleries, Exhibition of Works by Spencer Frederick Gore, April 1928, cat.no.40

Between 1907 and 1909 Mrs Swinton bought four landscapes by Gore. In 1909 she also commissioned Gore to give drawing lessons to her daughter Mary. The present painting remained in Gore's studio after his premature death from pneumonia in March 1914 and was included in the memorial exhibition held at the Carfax Gallery in 1916 (no.22) where it was catalogued simply as A Farm 1907. It was unsold and reappeared at the Leicester Galleries in 1928 where Lord William Percy bought it as a present for his wife, the former Mary Swinton.

A Farm is no.67 in the notebook compiled by Harold Gilman and the widowed Mrs Gore which lists and numbers, in chronological order, all the paintings left in Gore's studio. It is flanked on either side by landscapes of Yorkshire where Gore spent the summer of 1907 painting alongside his Fitzroy Street Group colleagues, Albert Rothenstein and Walter Russell. The assumption must be that this too is a Yorkshire view but where is not known.

We are grateful to Dr. Wendy Baron for compiling this catalogue entry.



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

Ballerina resting signed with initials 'SEVD' (lower right), oil on board 31 x 26.5cm (12 3/16 x 10 7/16in).

£1,000 - 1,500 €1,400 - 2,100

# SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Ballerina signed with initials 'SEVD' (lower right), gouache heightened with white 70.5 x 50cm (27 3/4 x 19 11/16in).

£1,500 - 2,000 €2,100 - 2,800



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

Nude in an interior signed 'Ken Howard' (lower right), oil on canvas 61 x 30cm (24 x 11 13/16in).

£2,000 - 3,000 €2,800 - 4,200

38 AR

#### SIR JACOB EPSTEIN (BRITISH, 1880-1959)

'Young Negress' signed 'Epstein' (lower left); titled (on handwritten label verso), pencil 43 x 56cm (16 15/16 x 22 1/16in).

£3,000 - 5,000 €4,200 - 7,000

#### Exhibited

The Leicester Galleries, *Jacob Epstein*, June 1939 The Tib Lane Gallery, *Summer Exhibition*, 1975 Messum's Fine Art, Modern British, 2012, no.12







 $39^{\,\mathrm{AR}}$ 

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

Afternoon paddle signed with initials 'SEVD' (lower right), oil on board 28 x 28cm (11 x 11in).

£1,200 - 1,800 €1,700 - 2,500

 $40^{\,\mathrm{AR}}$ 

# SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Summer's day in the garden signed with initials 'SEVD' (lower right), oil on card 29.5 x 31.5cm (11 5/8 x 12 3/8in).

£1,000 - 1,500 €1,400 - 2,100



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

On the Thames signed with initials 'SEVD' (lower right), oil on board 21 x 16.5cm (8 1/4 x 6 1/2in).

£2,000 - 3,000 €2,800 - 4,200

42 \* AR

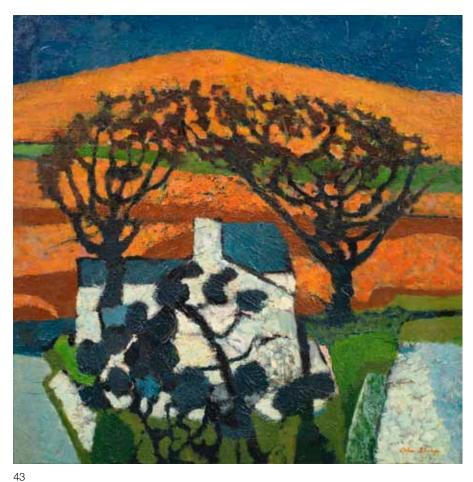
# SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Afternoon tea signed with initials 'SEVD' (lower right), oil on board 50.5 x 60.5cm (19 7/8 x 23 13/16in).

£4,000 - 6,000 €5,600 - 8,400







#### JOHN ELWYN (BRITISH, 1916-1997)

Welsh Landscape signed (lower right), further signed and inscribed with title (on canvas verso), oil on canvas 50.5 x 50.5cm (19 7/8 x 19 7/8in). artist's original address label on stretcher verso and inscribed with artist's address also on stretcher verso

£2,000 - 3,000 €2,800 - 4,200

This lot is sold on behalf of the Bertrand Russell Peace Foundation.

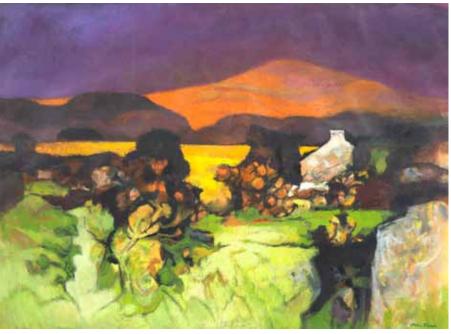
The painting was given by the artist to the Bertrand Russell Centenary International Art Exhibition and Sale held at the Rotunda Gallery, Finchley Road, London from December 1972 to January 1973, catalogue entry 405.

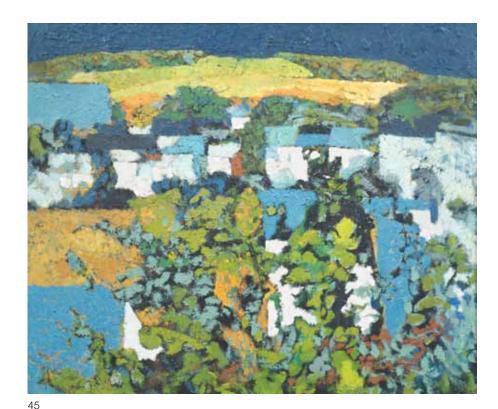
44 AR

#### **JOHN ELWYN (BRITISH, 1916-1997)**

The Impending Evening signed 'John Elwyn' (lower right); further signed (verso), watercolour and goauche 53 x 73cm (20 7/8 x 28 3/4in).

£800 - 1,200 €1,100 - 1,700





 $45\,\mathrm{AR}$ 

#### JOHN ELWYN (BRITISH, 1916-1997)

Welsh landscape signed 'John Elwyn' (on canvas verso), oil on canvas 51 x 61cm (20 1/16 x 24in).

£1,000 - 1,500 €1,400 - 2,100

 $46\,{}^{\rm AR}$ 

#### **DONALD MCINTYRE (BRITISH, 1923-**2009)

'White Farm House' signed with initials 'DM' (lower right); further signed and titled (on board verso), oil on board

21.5 x 26.5cm (8 7/16 x 10 7/16in).

£1,000 - 1,500 €1,400 - 2,100







48

### BREON O'CASEY (BRITISH, 1928-2011)

signed, dated and titled 'Breon O'Casey 1985' (on canvas overlap), oil on canvas

51.5 x 101.5cm (20 1/4 x 39 15/16in). unframed

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

The artist

Thence by descent

48

#### **BREON O'CASEY (BRITISH, 1928-2011)**

signed, dated and titled 'Breon O'Casey/1988' (on board verso), oil on board

53 x 91.5cm (20 7/8 x 36in).

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

The artist

Thence by descent



49 AR

#### PETER KINLEY (BRITISH, 1926-1988)

'House with black hill' titled, signed and dated 'Peter Kinley 1980' (on canvas overlap), oil on canvas 61 x 71cm (24 x 27 15/16in).

£4,000 - 6,000 €5,600 - 8,400







 $50^{\,\mathrm{AR}}$ 

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

Untitled signed 'Terry Frost' (lower right), watercolour 20 x 9.5cm (7 7/8 x 3 3/4in).

£1,000 - 1,500 €1,400 - 2,100

51 AR

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

Walk Along The Quay signed 'T Frost' (lower right), mixed media 20.5 x 15cm (8 1/16 x 5 7/8in).

£1,500 - 2,000 €2,100 - 2,800

52 AR

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

Untitled signed 'Terry Frost' (lower right), watercolour 21.5 x 9cm (8 7/16 x 3 9/16in).

£1,000 - 1,500 €1,400 - 2,100



#### **DENIS MITCHELL (BRITISH, 1912-1993)**

Endoc, 1977 titled, dated, inscribed 'no.3' and signed with initials 'DAM' (on underside of the base), bronze with green patina 36cm (14 1/4in)(high, including base)

£6,000 - 8,000 €8,400 - 11,000

#### Provenance

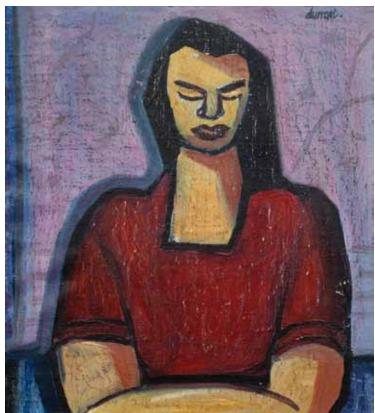
The collection of Breon O'Casey Thence by descent

#### Exhibited

Penzance, Newlyn Art Gallery, 1985 (another larger version)

John Halkes, *Denis Mitchell Sculptor*, New Ikons, 1992, ill.p.14 and p.20 (another version)







 $_{54}$  AR W

56

#### JOHN CHRISTOFOROU (GREEK, 1921-2014)

Female Figure signed 'Christoforou' (lower left), oil on canvas 193 x 138cm (76 x 54 5/16in). circa 1945

£1,500 - 2,000 €2,100 - 2,800

#### Provenance

With Tadema Gallery

55 AR

#### JOHN CHRISTOFOROU (GREEK, 1921-2014)

Portrait of Virgin oil on board 152.5 x 91cm (60 1/16 x 35 13/16in). circa 1950

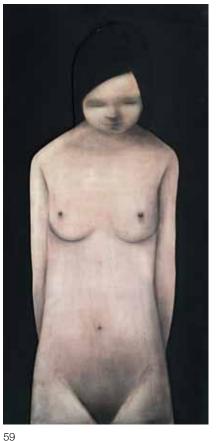
£1,500 - 2,000 €2,100 - 2,800

56 AF

#### **ROY TURNER DURRANT (BRITISH, 1925-1998)**

Peasant woman signed 'durrant' (upper right), further signed and dated '1948' (on board verso), oil on canvas laid to board  $43.5 \times 38.7 \text{cm}$  (17  $1/8 \times 15 \text{ 1/4in}$ ).

£1,000 - 1,500 €1,400 - 2,100





57 AR

#### JOHN CHRISTOFOROU (GREEK, 1921-2014)

signed 'Christoforou' (lower centre); titled (on board verso), oil on board 102.5 x 60cm (40 3/8 x 23 5/8in).

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

With Gallery One

58 AR

#### JOHN CHRISTOFOROU (GREEK, 1921-2014)

'Woman in a white dress' signed 'Christoforou' (lower left), oil on board 121.5 x 96cm (47 13/16 x 37 13/16in).

£1,200 - 1,800 €1,700 - 2,500

#### Provenance

With Gallery One

59 AR

#### **LEWIN BASSINGTHWAITE (1928-1983)**

Standing nude III, 1970 mixed media on board 76.5 x 37cm (30 1/8 x 14 9/16in).

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

With The Piccadilly Gallery







60



 $60^{\,\mathrm{AR}}$ 

#### **BILLY CHILDISH (BRITISH, BORN 1959)**

'Billy and Tracey'

signed with initials and dated 'BH/84' (lower left); titled (on stretcher verso) oil on canvas

45.5 x 35cm (17 15/16 x 13 3/4in).

unframed

£1,500 - 2,000

€2,100 - 2,800

61 <sup>AR</sup>

#### **BILLY CHILDISH (BRITISH, BORN 1959)**

Whistle

signed and dated 'B.HAMPER 88' (lower right); signed with initials and further dated (on canvas verso), oil on canvas  $45.5 \times 35$ cm (17  $15/16 \times 13$  3/4in).

unframed

£1,500 - 2,000

€2,100 - 2,800

62 <sup>AR</sup>

#### **BILLY CHILDISH (BRITISH, BORN 1959)**

Derbyshire ram

signed and dated 'Bill/92' (on board verso), oil on board 20.5 x 18.5cm (8 1/16 x 7 5/16in).

£1,000 - 1,500

€1,400 - 2,100

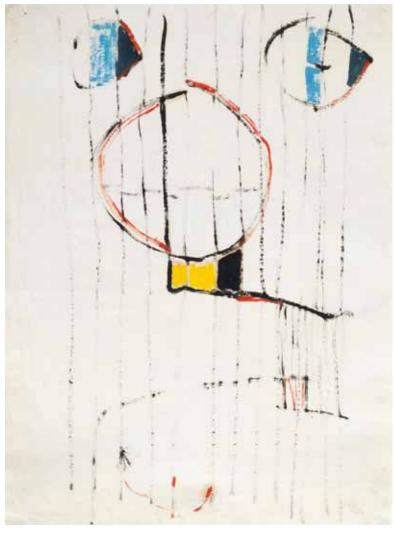


## 63 <sup>AR</sup>

## **BILLY CHILDISH (BRITISH, BORN 1959)**

Untitled (Red nudes) signed with initials and dated 'BH/86' (lower right); further signed with initials and dated (on board verso), oil on board 70.5 x 45.5cm (27 3/4 x 17 15/16in). unframed

£3,000 - 5,000 €4,200 - 7,000





## 64 <sup>AR</sup>

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

Composition (1956) signed 'Terry Frost 56' (lower right) oil on paper 75 x 55cm (29 1/2 x 21 5/8in).

£4,000 - 6,000 €5,600 - 8,400

#### Exhibited

London, Austin/Desmond, Terry Frost, Works on Paper, 25 Years 1947-72, cat.no.28 (col.ill)

65 <sup>AR</sup>

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

Squeeze collage signed 'Frost' (on the backboard), acrylic and collage 22 x 22cm (8 11/16 x 8 11/16in).

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

With Porthminster Gallery, St Ives



66 <sup>AR</sup>

#### SANDRA BLOW R.A. (BRITISH, 1925-2006)

Collage (Terracotta) signed and dated 'BLOW 94' (lower right), acrylic and collage on paper 26.5 x 23cm (10 7/16 x 9 1/16in).

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

London, Royal Academy Summer Exhibition, 1994

67 <sup>AR</sup>

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

'Newlyn blue and red' signed and dated 'Terry Frost/97' (lower right); titled and further signed and dated 'May/July 97/Terry Frost' (on board verso), collage and oil on paper laid to board 42 x 30cm (16 9/16 x 11 13/16in).

£3,500 - 4,500 €4,900 - 6,300







68 <sup>AR</sup>

## ROBERT J. MITCHELL (BRITISH, BORN 1930)

Untitled

stamped 'R.J. Mitchell' and numbered '3/10' (on underside of base), polished bronze 26cm (10 1/4in)(high, including base)

£1,000 - 1,500 €1,400 - 2,100

69 <sup>AR</sup>

#### MARC VAUX (BRITISH, 1932)

Yellow composition, 1967 acrylic on canvas 155 x 155cm (61 x 61in).

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

Purchased direct from the artist by the present owner



70 AR

#### ALBERT IRVIN RA (BRITISH, 1922-2015)

'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

£6,000 - 8,000 €8,400 - 11,000

## Provenance

With Gimpel Fils where purchased by the present owner



#### 71 AR

#### **DAVID BOMBERG (BRITISH, 1890-1957)**

Figures on a staircase signed and dated twice 'Bomberg '19/ Bomberg, '19' (centre right) pen and ink and wash on tracing paper 26.1 x 19.4 cm. (10 1/4 x 7 5/8 in.)

£3,000 - 5,000 €4,200 - 7,000

#### Provenance

Probably with Ben Uri Gallery, London, *circa* 1950-60, where acquired by the family of the present owner Private Collection, U.K.

72

# HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Three vultures circa 1912-1913, pen and ink 24.5 x 35.3cm (9 5/8 x 13 7/8in).

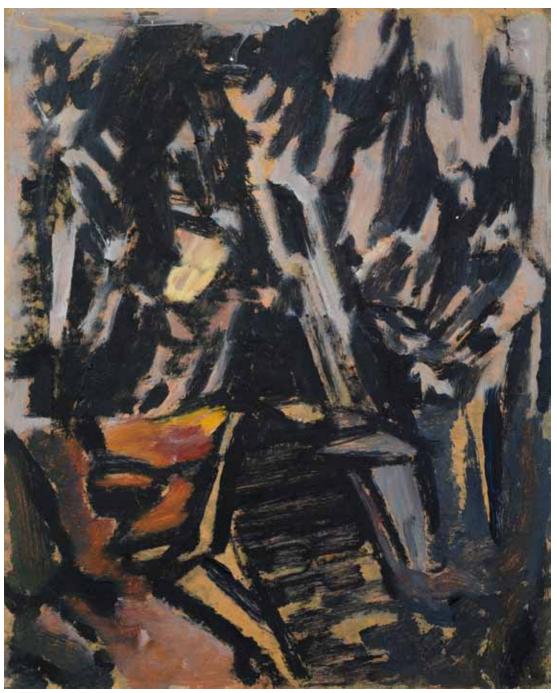
£1,000 - 1,500 €1,400 - 2,100

#### Provenance

From the collection of the late David Wynne OBE



72



 $73 \, \text{AR}$ 

#### **DAVID BOMBERG (BRITISH, 1890-1957)**

Bomb store oil on paper 41.8 x 33 cm. (16 1/2 x 13 in.) Painted in 1942

£5,000 - 7,000 €7,000 - 9,800

## Provenance

Probably with Ben Uri Gallery, London, *circa* 1950-60, where acquired by the family of the present owner Private Collection, U.K.



## $74~^{\hbox{AR}}$

## JOHN MINTON (BRITISH, 1917-1957)

The Desolate Stage signed and dated 'Minton 1939' (lower right), pen, ink and wash 30.5 x 47cm (12 x 18 1/2in).

£2,500 - 3,000 €3,500 - 4,200

## Provenance

With Abbott & Holder

75 <sup>AR</sup>

## JOHN MINTON (BRITISH, 1917-1957)

Clown signed 'John Minton' (lower right), pen, ink and wash 21.2 x 16cm (8 3/8 x 6 5/16in).

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

With Hamet Gallery With Michael Parkin Gallery

76 AR

## JOHN MINTON (BRITISH, 1917-1957)

On the Quay, Cornwall, circa 1944, pen and ink 20.5 x 26cm (8 1/16 x 10 1/4in).

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

With Gillian Jason Gallery









 $77 \, \mathrm{AR}$ 

#### **PAUL NASH (BRITISH, 1889-1946)**

'The Pond'

signed with monogram and dated 'PN 1926' (lower right), watercolour and pencil 36.3 x 45.2cm (14 5/16 x 17 13/16in).

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

With The Brook Street Art Gallery Acquired *circa* 1930s by the family of the present owner
Thence by descent

78 <sup>AR</sup>

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

signed 'John Piper' (lower left) and inscribed 'Milton Abbas' (lower right), ink and watercolour 16 x 21cm (6 5/16 x 8 1/4in).

£1,500 - 2,000 €2,100 - 2,800

 $79^{\,\mathrm{AR}}$ 

#### **MICHAEL AYRTON (BRITISH, 1921-1975)**

Study on the theme of Temptation of St Anthony signed and dated 'Michael Ayrton/Feb 1943' (lower left), ink, pastel, watercolour and gouache 56.5 x 34cm (22 1/4 x 13 3/8in).

£3,000 - 5,000 €4,200 - 7,000

80 AR

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

Zennor 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.)

£6,000 - 8,000 €8,400 - 11,000

#### 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.







#### MAINIE JELLETT (IRISH, 1897-1944)

Adam and Eve signed 'M Jellett' (lower left), gouache 24.5 x 12cm (9 5/8 x 4 3/4in). Painted 1940

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

Acquired by the mother of the present owner in 1944, thence by descent

#### Literature

Bruce Arnold, *Mainie Jellett and the Modern Movement in Ireland*, Yale University Press, 1991, p.186 (ill. pl.230)

82 AR

#### LOUIS LE BROCQUY H.R.H.A. (IRISH, 1916-2012)

'Witch and Familiar Study' dated and signed '45/LE BROCQUY' (lower right), titled and further signed and dated (on board verso), ink and watercolour  $8 \times 11 \text{cm} \ (3 \ 1/8 \times 4 \ 5/16 \text{in}).$ 

£3,000 - 5,000 €4,200 - 7,000

81





83 AR

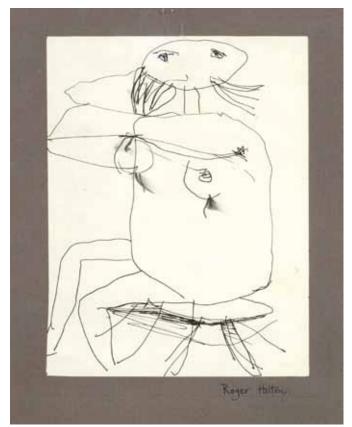
## WILLIAM CONOR R.H.A., R.U.A. (IRISH, 1881-1968)

Potato gatherers signed twice 'Conor' (lower right), crayon 38.5 x 26cm (15 3/16 x 10 1/4in).

£4,000 - 6,000 €5,600 - 8,400

#### Provenance

Private Collection, U.K.







86

## $84 \, \mathrm{AR}$

## ROGER HILTON (BRITISH, 1911-1975)

Nude study pen and ink 20 x 15.5cm (7 7/8 x 6 1/8in).

£1,000 - 1,500 €1,400 - 2,100

## Provenance

Purchased by the present owner from Rose Hilton, circa 1980

## Literature

Michael Canney, Roger Hilton, Night Letters and Selected Drawings, Newlyn Orion Galleries, Newlyn, 1980, unnumbered (ill.b&w)

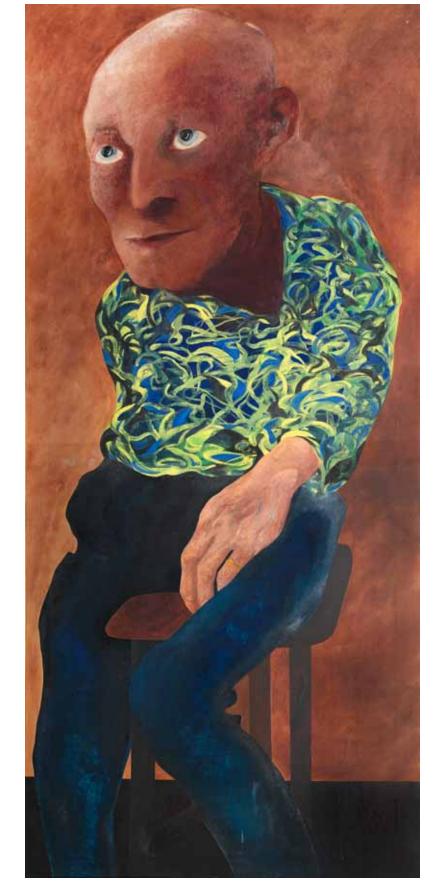
To be sold with a copy of Roger Hilton, Night Letters and Selected Drawings.

 $85 \, \text{AR}$ 

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

Female nude signed 'Frost' (lower right), pencil 26.7 x 16.5cm (10 1/2 x 6 1/2in).

£1,000 - 1,500 €1,400 - 2,100



 $86^{\,\mathrm{AR}}$ 

## **BERNARD MENINSKY (BRITISH, 1891-**

Woman with a basket signed 'Meninsky' (lower right), pencil, watercolour and gouache 29 x 23cm (11 7/16 x 9 1/16in).

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

With Gallery Edward Harvane

#### Exhibited

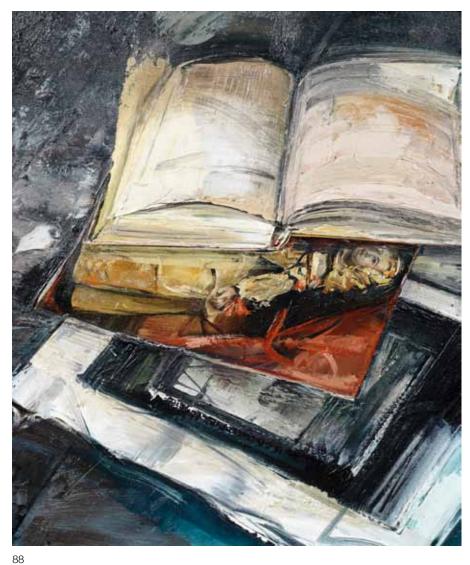
The Leicester Galleries, Artist's of Fame and Promise II, August 1954

 $87 \, \text{AR}$ 

#### MAGGI HAMBLING (BRITISH, BORN 1945)

Personage (2) signed and dated 'MAGGI HAMBLING 1973' (verso), oil on canvas 68.3 x 152.7cm (26 7/8 x 60 1/8in).

£3,000 - 5,000 €4,200 - 7,000



 $88 \, \mathrm{AR}$ 

#### JOHN MONKS (BRITISH, BORN 1954)

Composition with books signed and dated 'John Monks/1990' (on canvas verso), oil on canvas 54 x 45cm (21 1/4 x 17 11/16in).

£1,000 - 1,500 €1,400 - 2,100

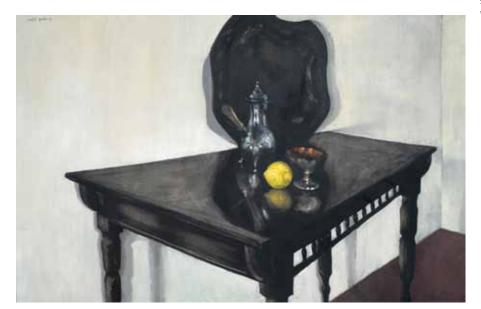
89 <sup>AR</sup>

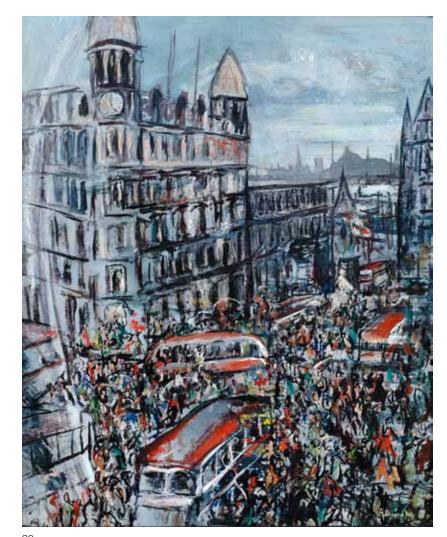
## **MICHAEL AYRTON (BRITISH, 1921-1975)**

Table still life signed and dated 'Michael Ayrton 54' (upper left), oil on board

69. x 107cm (27 3/16 x 42 1/8in).

£2,000 - 3,000 €2,800 - 4,200





 $90^{\,\mathrm{AR}}$ 

#### **GLADYS MACCABE (IRISH, BORN 1918)**

Crowds gathering for a Chelsea Art's Club ball signed 'Gladys Maccabe' (lower left), oil on board

58 x 72cm (22 13/16 x 28 3/8in). with a View of Belfast by the artist on the board verso

£2,000 - 3,000 €2,800 - 4,200









93

#### 91 AR

#### **DUNCAN GRANT (BRITISH, 1885-1978)**

Vanessa Bell with her grandchildren signed with initials 'd.G' (lower right) pencil 36.8 x 27.3 cm. (14 1/2 x 10 3/4 in.) Executed circa 1947

£1,200 - 1,800 €1,700 - 2,500

#### Provenance

With Folio Fine Art, London With The Bloomsbury Workshop, London, where acquired by the mother of the present owner Private Collection, U.K.

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

92 AR

#### **DUNCAN GRANT (BRITISH, 1885-1978)**

Vanessa Bell in a large hat signed, inscribed and dated 'd. Grant/18/VB' (lower left) charcoal 59.1 x 45.7 cm. (23 1/4 x 18 in.)

£3,000 - 5,000 €4,200 - 7,000

#### Provenance

With The Bloomsbury Workshop, London, where acquired by the mother of the present owner Private Collection, U.K.

#### Literature

Richard Shone, *The Art of Bloomsbury*, Princeton University Press, New Jersey, 1990, p.193

The present work is a preliminary study for the National Portrait Gallery's full-length Grant painting *Vanessa Bell at Charleston* (1917). In the oil Bell wears the similar attire but different hat, the present work is thought to have been signed in *circa* 1920.

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

 $93^{\,\mathrm{AR}}$ 

#### **DUNCAN GRANT (BRITISH, 1885-1978)**

Daphne

charcoal and watercolour 54.6 x 55.3 cm. (21 1/2 x 21 3/4 in.)

£1,500 - 2,000 €2,100 - 2,800

#### Provenance

With The Bloomsbury Workshop, London, where acquired by the mother of the present owner Private Collection, U.K.

Apollo and Daphne was a favourite subject in Grant's decorative work, notably his Walton textile of that name which won a Medal of Merit at the Paris Exhibition in 1937.

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

#### **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).

£1,500 - 2,000 €2,100 - 2,800

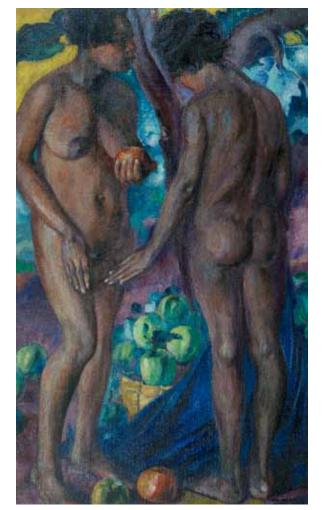
#### **DUNCAN GRANT (BRITISH, 1885-1978)**

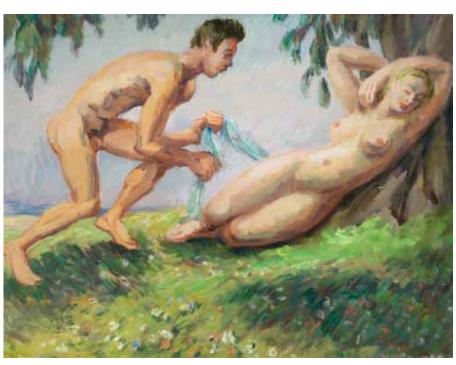
'The Lover Advances' oil on canvas 46 x 60cm (18 1/8 x 23 5/8in). circa 1950

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

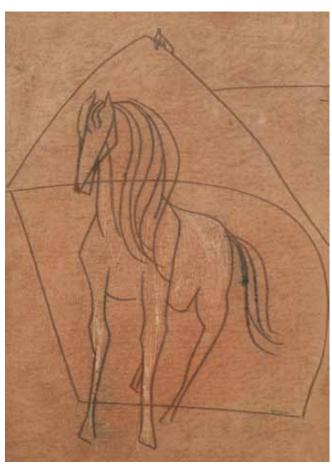
With The Bloomsbury Workshop The artist's estate













98

## $96^{\,\mathrm{AR}}$

#### PETER LANYON (BRITISH, 1918-1964)

Seated nude

with further nude study verso; inscribed 'Given to Evie Jones by Sheila Lanyon July 4th 1973', chalk and charcoal  $30 \times 25cm (11\ 13/16 \times 9\ 13/16in)$ .

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

The owners of the Sheviock Gallery Thence by descent

97 AR

#### PETER LANYON (BRITISH, 1918-1964)

'Horse and hill' signed 'Lanyon' (lower right); titled, further signed and dated '1947' (on card verso), pencil 28 x 19.5cm (11 x 7 11/16in).

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

The owners of the Sheviock Gallery Thence by descent

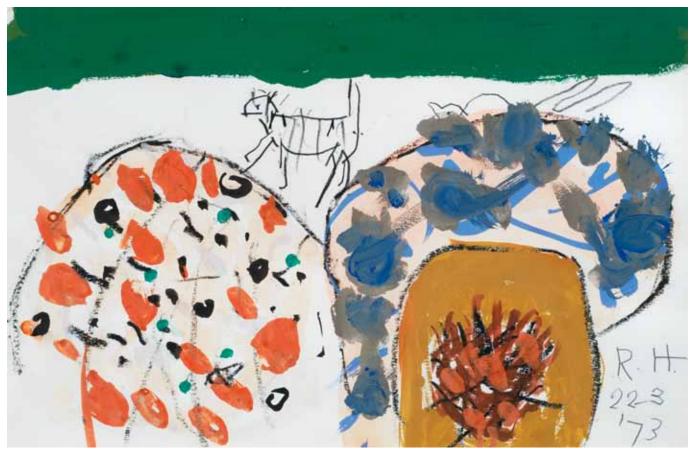
#### **ROGER HILTON (BRITISH, 1911-1975)**

Seated nude and cat signed and dated 'Roger Hilton '70' (lower left), charcoal  $25 \times 19.5 cm$  (9  $13/16 \times 7$  11/16 in). together with a reclining nude by the same hand (2)

£1,500 - 2,000 €2,100 - 2,800

#### Provenance

The owners of the Sheviock Gallery Thence by descent





100

 $_{99}\,\mathrm{AR}$ 

#### **ROGER HILTON (BRITISH, 1911-1975)**

Untitled

signed with initials and dated 'R.H/22-3/'73' (lower right), charcoal and gouache

27.5 x 43cm (10 13/16 x 16 15/16in).

£3,000 - 5,000 €4,200 - 7,000

#### Provenance

The owners of the Sheviock Gallery Thence by descent

100 AR

#### **ROGER HILTON (BRITISH, 1911-1975)**

Horse and Riders signed and dated 'Roger Hilton '73' (lower right), crayon and gouache 9.5 x 36cm (3 3/4 x 14 3/16in).

£1,200 - 1,800 €1,700 - 2,500

#### Provenance

The owners of the Sheviock Gallery Thence by descent





101 <sup>AR</sup>

#### WILHELMINA BARNS-GRAHAM (BRITISH, 1912-2004)

Garden signed and dated 'W.Barns-Graham 1970' (on back board), oil on card 20.5 x 15cm (8 1/16 x 5 7/8in).

£5,000 - 7,000 €7,000 - 9,800

102 AR

## BRYAN INGHAM (BRITISH, 1936-1997)

Tea Cup Still Life (Altarnum) titled, dated and signed '1986/7/Bryan Ingham' (on board verso), oil on board 19 x 22cm (7 1/2 x 8 11/16in).

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

With Francis Graham-Dixon Gallery



## 103 <sup>AR</sup>

## BRYAN INGHAM (BRITISH, 1936-1997)

Blue Jug II (November Landscape) titled, dated and signed '1984-85/Bryan Ingham' (on board verso), oil and collage on board 48 x 56cm (18 7/8 x 22 1/16in).

£6,000 - 8,000 €8,400 - 11,000

#### Provenance

With Francis Graham-Dixon Gallery



104 <sup>AR</sup>

#### DAME ELISABETH FRINK R.A. (BRITISH, 1930-1993)

Portrait of Breon O'Casey bronze 35cm (13 3/4in)(high, excluding wooden base)

£3,000 - 5,000 €4,200 - 7,000

#### Provenance

Gifted by the artist to Breon O'Casey Thence by descent

105 \* AR

#### **PETER KING (BRITISH, 1929-1958)**

After the flood bronze 11 x 37cm (4 1/4 x 14 1/2in)(excluding wooden base)

£1,000 - 1,500 €1,400 - 2,100

#### Provenance

New Vision Centre, 1964 Mrs Harry N. Abrams Phillips, New York, The Estate of Mrs Harry N. Abrams, 7 April 2010, lot 188 (miss-attributed)



106 <sup>AR</sup>

#### DAME ELISABETH FRINK R.A. (BRITISH, 1930-1993)

Falling Cat (1955) signed and dated 'Frink 55' (lower right), ink and wash 75 x 44cm (29 1/2 x 17 5/16in).

£3,000 - 5,000 €4,200 - 7,000

#### Provenance

Private Collection, U.S.A., purchased 1956, thence by descent

107 AR

#### DAME ELISABETH FRINK R.A. (BRITISH, 1930-1993)

Horse and rider signed and dated 'Frink 70' (lower left) pencil and wash 76.2 x 101.6 cm. (30 x 40 in.)

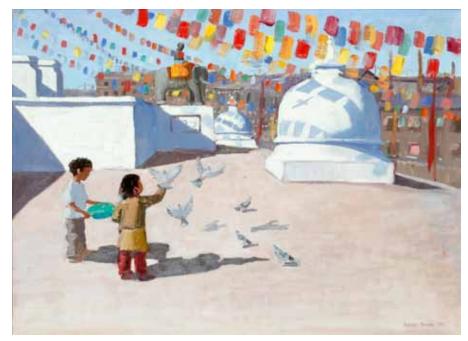
£4,000 - 6,000 €5,600 - 8,400

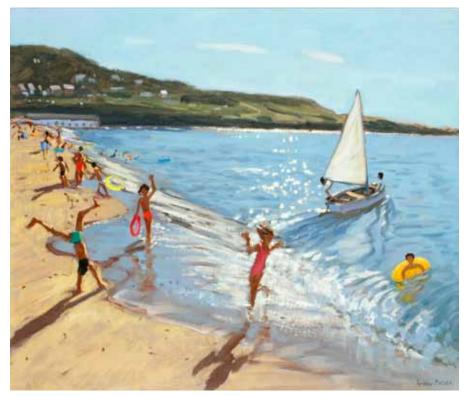
#### Provenance

Probably with Beaux Arts, London Acquired by the family of the present owner in the 1970s Private Collection, U.K.









109

108 <sup>AR</sup>

#### **ANDREW MACARA (BRITISH, BORN 1944)**

Children with Pigeons signed and dated '1991' (lower right), oil on canvas 63 x 76cm (24 13/16 x 29 15/16in).

£1,000 - 1,500 €1,400 - 2,100 109 <sup>AR</sup>

#### **ANDREW MACARA (BRITISH, BORN 1944)**

Children splashing in the shallows signed 'ANDREW MACARA' (lower right), oil on canvas 64 x 76cm (25 3/16 x 29 15/16in).

£1,000 - 1,500 €1,400 - 2,100

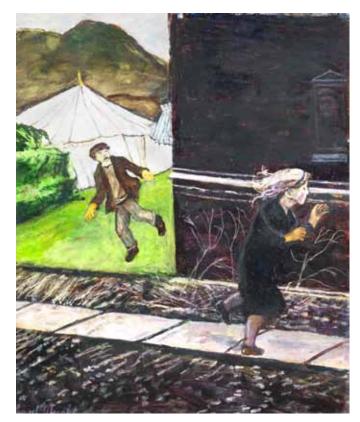


## 110 AR

## **ANDREW MACARA (BRITISH, BORN 1944)**

Torquay signed 'ANDREW MACARA' (lower right), inscribed with title and dated 'TORQUAY 1988/9' (on the reverse), oil on canvas 91.5 x 101cm (36 x 39 3/4in).

£3,000 - 4,000 €4,200 - 5,600







113

## 111 AR

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

Running girl signed 'Carel Weight' (lower left), oil on board 62 x 52cm (24 7/16 x 20 1/2in).

£1,200 - 1,800 €1,700 - 2,500

112 AR

#### **DONALD MCINTYRE (BRITISH, 1923-2009)**

Girl on the beach signed with initials 'DMc' (lower left), oil on canvas laid to board 51 x 35cm (20 1/16 x 13 3/4in).

£1,500 - 2,000 €2,100 - 2,800

113 AR

## FRED YATES (BRITISH, 1922-2008)

'Aubres' signed 'FRED/YATES' (lower right) oil on canvas 46 x 38cm (18 1/8 x 14 15/16in).

£1,200 - 1,800 €1,700 - 2,500

114 AR

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

The orchard signed 'Carel Weight' (lower left), oil on board 51 x 61cm (20 1/16 x 24in).

£1,000 - 1,500 €1,400 - 2,100

115 AR

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

The way home signed 'Carel Weight' (upper left), oil on board 72 x 100cm (28 3/8 x 39 3/8in).

£1,200 - 1,800 €1,700 - 2,500

#### Exhibited

Royal Academy Summer Exhibition

116 AR

#### **ROWLAND HILDER (BRITISH, 1905-1993)**

Farm with oast houses, Shoreham Valley signed 'ROWLAND HILDER' (lower left), ink, watercolour and goauche 36 x 53cm (14 3/16 x 20 7/8in).

£1,200 - 1,800 €1,700 - 2,500



114



115







## 117 AR

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

signed 'BRATBY' (lower left); bears title (on canvas overlap), oil on

76 x 50.5cm (29 15/16 x 19 7/8in).

£1,500 - 2,000 €2,100 - 2,800

#### Provenance

With Bull's Eye Gallery

118 <sup>AR</sup>

#### **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).

£3,000 - 5,000 €4,200 - 7,000

#### Provenance

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

119 <sup>AR</sup> **GUY TAPLIN (BRITISH, BORN 1939)** Four Godwits titled and signed 'GUY TAPLIN' (on the underside of each Godwit), painted wood and steel 97cm (38 3/16in) (high) £3,000 - 5,000 €4,200 - 7,000 Exhibited Messum's, Guy Taplin solo exhibition, 2007, no.37 120 <sup>AR</sup> **GUY TAPLIN (BRITISH, BORN 1939)** Nine Egrets signed with initials 'GT' (on underside of each bird), painted wood and steel approximately 160cm (63 in)(length) £7,000 - 10,000 €9,800 - 14,000







122

## 121 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.) (unframed)

£2,000 - 3,000 €2,800 - 4,200

#### Provenance

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

Private Collection, Greece

## 122 AR

#### **LOUIS WILLIAM WAIN (BRITISH, 1860-1939)**

A moment's rest signed 'Louis Wain' (lower right), coloured chalks with bodycolour 17 x 24.5cm (6 11/16 x 9 5/8in).

£1,500 - 2,000 €2,100 - 2,800

#### Exhibited

Chris Beetles Limited, A Festival of Cats, 14th August-4th September, 1993, no.51

123 <sup>AR</sup>

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

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

£3,000 - 5,000 €4,200 - 7,000

124 <sup>AR</sup>

# JONATHAN ARMIGEL WADE (BRITISH, BORN 1960)

'Passing By' signed 'J.A Wade' (lower right); further signed and titled (verso), oil on board 60 x 122cm (23 5/8 x 48 1/16in).

£2,000 - 3,000 €2,800 - 4,200









126

125 \* AR

#### **EDMUND BLAMPIED (BRITISH, 1886-1966)**

Elizabeth Castle signed and dated 'Blampied 1943' (lower right), oil on board 47 x 59.5cm (18 1/2 x 23 7/16in).

£2,000 - 3,000 €2,800 - 4,200

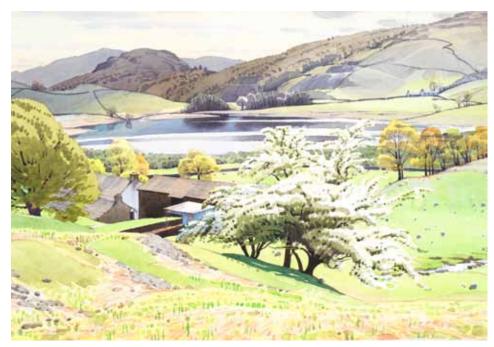
126 \* AR

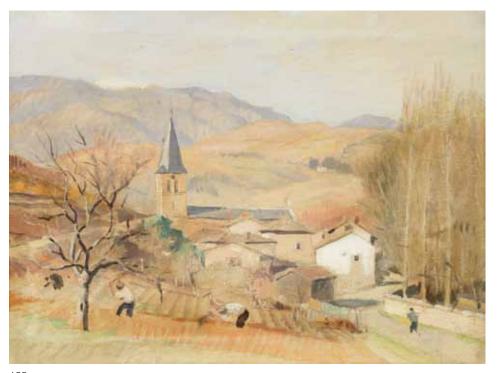
#### **EDMUND BLAMPIED (BRITISH, 1886-1966)**

Vraic Harvesting signed 'Blampied' (lower right). oil on canvas board 36.5 x 51.5cm (14 3/8 x 20 1/4in).

together with two letters signed by Blampied relating to the sale of painting attached verso

£2,000 - 3,000 €2,800 - 4,200





128

127 AR

#### **WILLIAM HEATON COOPER (BRITISH, 1903-1995)**

Bell Busk Farm, Little Langdale, at daybreak signed 'W. Heaton Cooper' (lower left), watercolour 37 x 53cm (14 9/16 x 20 7/8in).

£2,000 - 3,000 €2,800 - 4,200

128 <sup>AR</sup>

#### **ADOLPHE VALETTE (FRENCH, 1876-1942)**

St Julien-Rhone oil on canvas 30.5 x 41cm (12 x 16 1/8in).

£2,000 - 3,000 €2,800 - 4,200



129 <sup>AR</sup>

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

Vase of flowers signed and dated 'Fedden 1951' (lower right), oil on canvas 49.5 x 40cm (19 1/2 x 15 3/4in).

£5,000 - 7,000 €7,000 - 9,800

130 AR

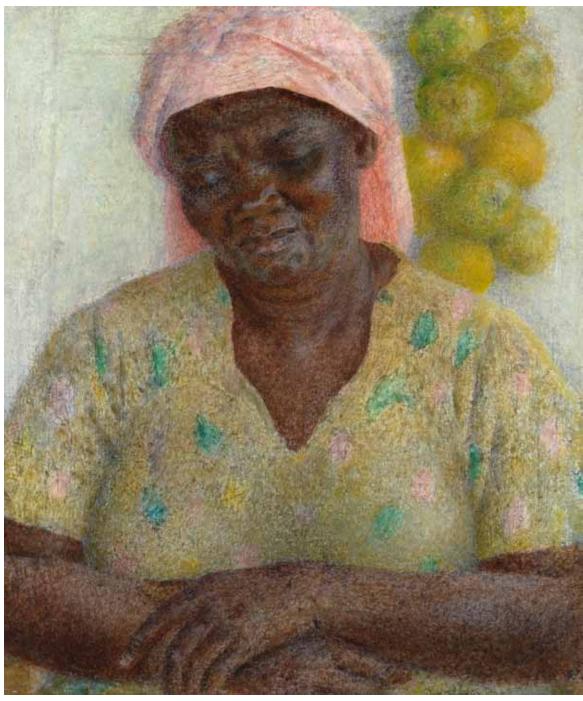
#### MARY POTTER (BRITISH, 1900-1981)

Old Wall signed and dated 'Mary Potter/77' (verso) oil on canvas 45.7 x 75.6 cm. (18 x 29 3/4 in.)

£3,000 - 5,000 €4,200 - 7,000







131 AR

# DOD PROCTER R.A. (BRITISH, 1892-1972)

Cookie signed 'Dod Procter' (lower right), oil on canvas 61 x 51cm (24 x 20 1/16in).

The work is accompanied by a receipt from the Royal West of England Academy

£5,000 - 7,000 €7,000 - 9,800

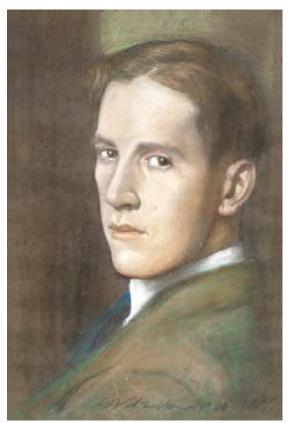
# Provenance

Purchased by the mother of the present owner from the May 1963 Royal West of England Academy Exhibition Private Collection. UK.

# Exhibited

Bristol, Royal West of England Academy, Appeal Exhibition of Member's Works, 1st-22nd May, 1963, cat.no.76 (Members were invited to donate works to raise money for the RWA)





132 <sup>AR</sup>

# DAVID BOMBERG (BRITISH, 1890-1957)

Study of a woman signed 'Bomberg' (lower centre), pencil and ink 55 x 34cm (21 5/8 x 13 3/8in).

£1,000 - 1,500 €1,400 - 2,100

133 <sup>AR</sup>

# **AUSTIN OSMAN SPARE (BRITISH, 1888-1956)**

Portrait of William Valentine Parkins inscribed and dated 'WVParkins 1939' and signed with initials 'AOS' (lower right), pastel 40 x 27cm (15 3/4 x 10 5/8in).

£1,000 - 1,500 €1,400 - 2,100









## SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)

Portrait of Mrs. Heseltine signed, inscribed and dated 'To Mrs Heseltine/J. Lavery 1883' (lower charcoal

27.2 x 22.3 cm. (10 3/4 x 8 3/4 in.)

£3,000 - 5,000 €4,200 - 7,000

## Provenance

Gifted by the Artist to the Sitter, thence by family descent Private Collection, U.K.

Lavery met Mrs. Arthur Heseltine (née Celie Caroline Guillet) and her husband at Grez-sur-Loing in 1883, during his first visit to the celebrated artists' colony. Celie was the sister of Marie Cazin, wife of Jean-Charles Cazin. The Heseltines were married in 1882, and later took up residence nearby at Marlotte where Lavery visited them in 1897-8 and 1900. Mrs. Heseltine for instance posed for the artist in A Garden in France, 1898 (Private Collection) and her husband's portrait was painted in 1900 (Castle Museum, Norwich).

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

135 AR

# NORA LUCY MOWBRAY CUNDELL (BRITISH, 1889-1948)

'The Madonna of the street' signed and dated 'NLM Cundell/23' (lower right); titled (on board verso), oil on board 40 x 29cm (15 3/4 x 11 7/16in).

£1,500 - 2,000 €2,100 - 2,800



135





136 (detail)



136 AR

# **JOAN GILCHREST (BRITISH, 1918-2008)**

Penzance Harbour signed with initials 'JG' (lower right), oil on board 14.3 x 13.7cm (5 5/8 x 5 3/8in).

£1,200 - 1,800 €1,700 - 2,500

### Provenance

With Peter Hedley Gallery

137 AR

# URSULA VIVIAN MCCANNELL (BRITISH, BORN 1923)

Standing draped figure with bird signed and dated 'URSULA McC '48' (lower left), oil on board 69.5 x 46.5cm (27 3/8 x 18 5/16in).

£1,500 - 2,000 €2,100 - 2,800

138 <sup>AR</sup>

# MADGE GILL (BRITISH, 1884-1961)

Female studies three framed as one, pen and ink each 13.5 x 8.5cm (5 1/4 x 3 1/4in) together with 8 further sketches by the same hand, framed as one (2)

£1,000 - 1,500 €1,400 - 2,100



139 \* AR

# FRED YATES (BRITISH, 1922-2008)

'Punch and Judy' signed 'FRED YATES' (lower right), oil on board 61 x 60cm (24 x 23 5/8in).

£1,500 - 2,000 €2,100 - 2,800

140 AR

# FRED YATES (BRITISH, 1922-2008)

Couple in a French street signed 'FRED YATES' (lower left), oil on 33 x 41cm (13 x 16 1/8in).

£1,000 - 1,500 €1,400 - 2,100







141 <sup>AR</sup>

## SIR STANLEY SPENCER R.A. (BRITISH, 1891-1959)

Giving the servant girl a ride inscribed '29' (lower right), pencil 25 x 33.5cm (9 13/16 x 13 3/16in).

£3,000 - 5,000 €4,200 - 7,000

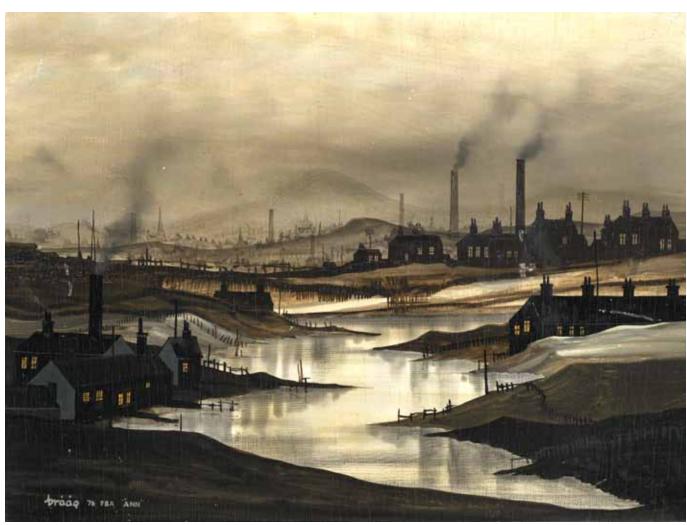
Provenance With Arthur Tooth & Sons Ltd

142 AR

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

Figures mingling on a street signed and dated 'braaq 74' (lower right), pencil, pen and ink 12 x 15cm (4 3/4 x 5 7/8in).

£1,200 - 1,500 €1,700 - 2,100



143 <sup>AR</sup>

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

'Canal at Runcorn' signed, dated and inscribed 'braaq 76 F.B.A. 'ANN' (lower left), oil on board 29.5 x 39.5cm (11 5/8 x 15 9/16in).

£4,000 - 6,000 €5,600 - 8,400

# Provenance

With Hibbert Brothers







145

# 144 <sup>AR</sup>

# **EDWARD BURRA (BRITISH, 1905-1976)**

Betsy with a cherry twig signed 'EJ Burra' (lower right), pencil .54.5 x 37cm (21 7/16 x 14 9/16in).

£800 - 1,200 €1,100 - 1,700

### Exhibited

Arts Council of Great Britain, Edward Burra, 1985, no.17

145 AR

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

Montgaillard signed and dated 'Fedden 1970' (lower left), pencil 74 x 55.3cm (29 1/8 x 21 3/4in).

£800 - 1,200 €1,100 - 1,700

146 AR

# FELIKS TOPOLSKI (POLISH, 1907-1989)

Churchill and the peace talk rumours signed with initials 'FT' (lower left) and inscribed 'Peace talk rumours/ Churchill:- ...but we can give you St Helena with the greatest of pleasure!' (lower centre), ink, charcoal and chalk 38.5 x 29.5cm (15 3/16 x 11 5/8in).

£1,000 - 1,500 €1,400 - 2,100

### Exhibited

Glasgow Art Gallery & Museum



 $147 \, AR$ 

# RICHARD EURICH A.R.A. (BRITISH, 1903-

Figures on a beach - the rainbow signed and dated 'R.Eurich 1975' (lower pencil on paper laid to board 20 x 28cm (7 7/8 x 11in).

£1,000 - 1,500 €1,400 - 2,100

### Exhibited

Bradford Art Galleries and Museums, 1980 The Fine Art Society Ltd, 1980

148

## **CHRISTOPHER WOOD (BRITISH, 1901-**1930)

Cafe Des Deux Magots pencil 24.5 x 33.1cm (9 5/8 x 13 1/16in). Executed circa 1925

£1,500 - 2,000 €2,100 - 2,800

# Provenance

Wth Abbott & Holder, London, circa 1995, where acquired by the present owner

149 <sup>AR</sup>

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

Still life with blue vase signed and dated 'Terry Frost 46' (lower right), oil on paper 24 x 34cm (9 7/16 x 13 3/8in).

£1,500 - 2,000 €2,100 - 2,800



148







150 AR

## HRH PRINCE OF WALES (BRITISH, BORN 1948)

Kudikhama Pan, Kalahari signed 'C', titled and dated 'April 87' (lower right), watercolour 17 x 24cm (6 11/16 x 9 7/16in).

£3,000 - 4,000 €4,200 - 5,600

#### Provenance

From the collection of the late David Wynne OBE

In 1987 The Prince of Wales was invited to the Kalahari by Sir Laurens van der Post, to meet the bushmen of this area. After visiting the group Charles wrote that they had greatly influenced his thinking about the environment.

151 AR

# **TERENCE CUNEO (BRITISH, 1907-1996)**

The entrance to the Grand Canal signed and dated 'CUNEO/SEPTEMBER '88' (lower right), oil on canvas 51 x 63.5cm (20 1/16 x 25in).

£2,000 - 3,000 €2,800 - 4,200



152 AR

# FRED YATES (BRITISH, 1922-2008)

Limoges signed 'FRED YATES' (lower left), oil on canvas 30 x 30cm (11 13/16 x 11 13/16in).

£1,000 - 1,500 €1,400 - 2,100

153 \* AR

# FRED YATES (BRITISH, 1922-2008)

Beach Cottage, Cornwall signed 'FRED YATES' (lower right), oil on board 58 x 70.7cm (22 13/16 x 27 13/16in).

£1,200 - 1,800 €1,700 - 2,500

154 AR

# **JOHN HITCHENS (BRITISH, BORN 1940)**

Marsh Morning signed 'John Hitchens' (lower right), oil on canvas 35.3 x 110.5cm (13 7/8 x 43 1/2in).

£1,000 - 1,500 €1,400 - 2,100









155 <sup>AR</sup>

# **ROY TURNER DURRANT (BRITISH, 1925-1998)**

Still life with flowers in blue vase signed 'durrant' (lower left); further signed, dated '1944' and inscribed 'Red Flowers' (on stretcher verso), oil on canvas 61 x 30.5cm (24 x 12in).

£800 - 1,200 €1,100 - 1,700

# **ROY TURNER DURRANT (BRITISH, 1925-1998)**

Landscape composition with moon signed and dated 'durrant 53' (lower right), inscribed with title (verso), oil on card 60 x 38.5cm (23 5/8 x 15 3/16in).

£1,000 - 1,500 €1,400 - 2,100

157 AR

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

Paint tubes signed and dated 'BRATBY 51' (lower left), oil on paper 56 x 38cm (22 1/16 x 14 15/16in).

£2,000 - 3,000 €2,800 - 4,200

This work was painted during Bratby's first year at the RCA

158 <sup>AR</sup>

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

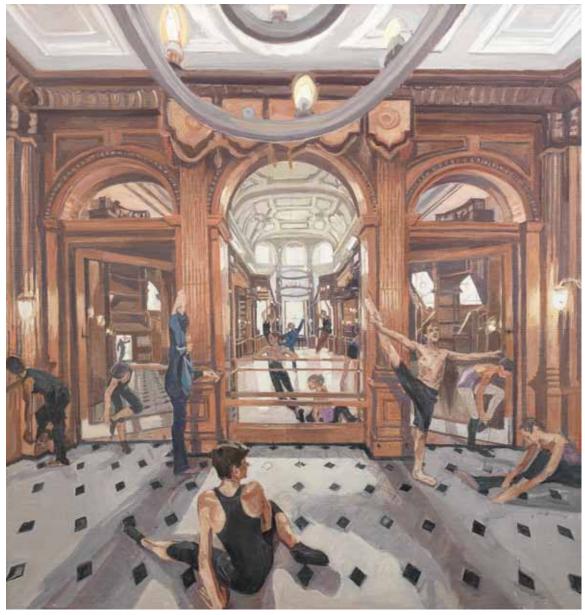
Bridge over a canal, Venice signed 'BRATBY' (upper left), oil on canvas 118 x 92cm (46 7/16 x 36 1/4in).

£4,000 - 6,000 €5,600 - 8,400



157





John Wonnacott was born in London and studied at the Slade School of Art from 1958 to 1963.

Solo exhibitions include The Minories, Colchester in 1977, the Scottish National Portrait Gallery, 1986, Agnew's in 1992 and the National Portrait Gallery in 2000.

He has also exhibited at the Barbican Centre, the Royal Academy and the Tate Gallery.

Landscape painting is John Wonnacott's first love, but he is widely considered one of the best portraitists in Britain, in 2005 he won the Ondaatje Prize for portraiture. Notable commissions include his 1997 portrait of John Major and a large group portrait of the royal family, now hanging in the National Portrait Gallery.

# 159 <sup>AR</sup>

# **JOHN HENRY WONNACOTT (BRITISH, BORN 1940)**

Putting on Ballet Shoes 1: Young Dancers Prepare for Class while Seniors Practise Jumps

signed 'J H WONNACOTT' (on stretcher); further signed 'J H Wonnacott' (on a label attached to the stretcher) oil on canvas

100.2 x 96cm (39 7/16 x 37 13/16in). Painted 2008-2010

£6,000 - 8,000 €8,400 - 11,000

# Provenance

Acquired directly from the artist by the present owner Private Collection, U.K.

London, Agnews Gallery, John Wonnacott - A Tale of Two Houses, 2 February 2011 - 25 February 2011



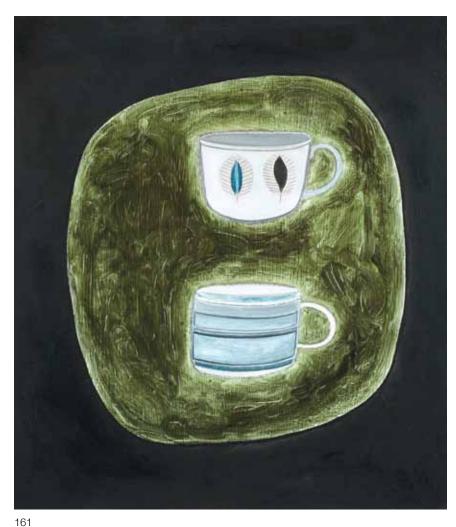
160 AR

# JOHN HENRY WONNACOTT (BRITISH, BORN 1940)

Devonport Dockyard oil on board 60.4 x 122.3cm (23 3/4 x 48 1/8in).

£5,000 - 7,000 €7,000 - 9,800

**Provenance**Acquired directly from the artist by the present owner Private Collection, U.K.



161 AR

# RACHEL NICHOLSON (BRITISH, BORN 1934)

'Grey mug and jug with blue' titled, signed and dated 'Rachel Nicholson/1979' (on board verso), oil on board

28.5 x 25cm (11 1/4 x 9 13/16in).

£1,000 - 1,500 €1,400 - 2,100

# Provenance

With Montpelier Studio

162 <sup>AR</sup>

# KARL WESCHKE (GERMAN, 1925-2005)

Reflected moon bears title and artist's name (on stretcher oil on canvas 61 x 122cm (24 x 48 1/16in).

£2,000 - 3,000 €2,800 - 4,200





163 AR

# **JACK PENDER (BRITISH, 1918-1998)**

'Punts in the Gap' signed 'J Pender' (lower right) and inscribed 'Jack Pender/Fisherman's Square/Mousehole/ Title. Punts in the Gap/1964/No 1/J Pender' (on board verso), oil on board 72 x 72cm (28 3/8 x 28 3/8in).

£2,000 - 3,000 €2,800 - 4,200

164 <sup>AR</sup>

# **ALAN REYNOLDS (BRITISH, BORN 1926)**

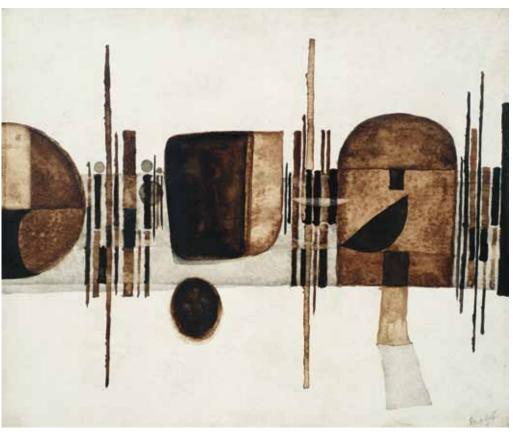
Bronze, Black & Grey Garden signed 'Reynolds' (lower right), watercolour 25.5 x 30.5cm (10 1/16 x 12in).

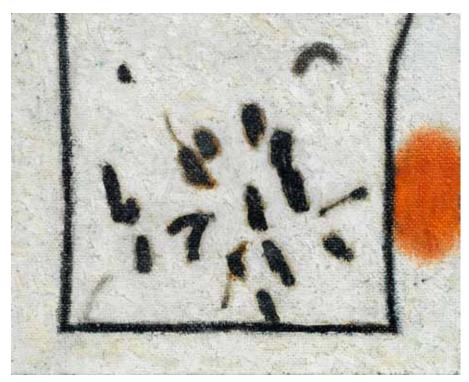
£3,000 - 5,000 €4,200 - 7,000

# Provenance

With The Redfern Gallery









165 AR

# PRUNELLA CLOUGH (BRITISH, 1919-1999)

Untitled, 1987 signed 'Clough' (on board verso), oil on canvas board 20 x 25cm (7 7/8 x 9 13/16in).

£1,000 - 1,500 €1,400 - 2,100

# Provenance

Contemporary Art Society Market

# PRUNELLA CLOUGH (BRITISH, 1919-1999)

Roots, 1986 signed 'Clough' (on board verso), oil on canvas board 19 x 25cm (7 1/2 x 9 13/16in).

£1,000 - 1,500 €1,400 - 2,100

# Provenance

Contemporary Art Society Market

167 AR

# **CERI RICHARDS (BRITISH, 1903-1971)**

La Cathedrale Engloutie paper label titled, signed and dated 'Ceri Richards 64' (attached to board verso), mixed

27.5 x 19cm (10 13/16 x 7 1/2in).

£1,500 - 2,000 €2,100 - 2,800

### Provenance

With Marlborough Fine Art With Montpelier Studio

168 AR

# CECIL COLLINS (BRITISH, 1908-1989)

Woman in a Forest signed and dated 'Cecil Collins/1977' (lower right) gouache 19 x 23cm (7 1/2 x 9 1/16in).

£1,200 - 1,800 €1,700 - 2,500

# Exhibited

Anthony d'Offay, Cecil Collins New Works, 21 October to 14 November 1981, cat.no.13









169 AR

# **SOPHIE RYDER (BRITISH, BORN 1963)**

Seated minotaur and hare signed and dated 'Ryder 94', edition 8/12, Pangolin foundry, bronze with green patina 37cm (14 1/2 in)(high)

£5,000 - 7,000 €7,000 - 9,800

This work is a maguette for the larger version situated in The Promenade, Cheltenham

#### Provenance

With Bruton Gallery where purchased by the present owner

170 AR

# **BERNARD MEADOWS (BRITISH, 1915-2005)**

Head of Cock

bronze with a green patina on a steel and mineral base 42.6 cm. (16 3/4 in.) high (excluding the base) Conceived circa 1950, cast in 1994

£6,000 - 8,000 €8,400 - 11,000

# Provenance

Acquired directly from the artist by the present owner

Alan Bowness, Bernard Meadows, Sculpture and Drawings, The Henry Moore Foundation in association with Lund Humphries, London, 1995, p.136, cat.no.BM12

Further examples of the present cast are in the collections of the City Museum, Leeds and the Royal College of Art, London.



171 \* AR

# LYNN CHADWICK (BRITISH, 1914-2003)

Single figure from Three Standing Figures 1987, editioned 4/6 and stamped 'C67S', 31.7 x 7.6 x 7.6cm (12 1/2 x 3 x 3 in)

£6,000 - 8,000 €8,400 - 11,000

# Provenance

Private Collection, Toronto Heffel Auction House

# Literature

Dennis Farr and Eva Chawick, Lynn Chadwick, Sculptor:With a Complete Illustrated Catalogue 1957-1996, Lypiatt Studio, 1997, page 374, cat.no.C67S



172



173

172 AR

# ALAN DAVIE CBE HRSW (BRITISH, 1920-2014)

Homage to the Earth Spirits No.21 signed and dated 'Alan Davie 2.80' (lower right); titled (upper right), watercolour and gouache 29.5 x 41.7cm (11 5/8 x 16 7/16in).

£1,000 - 1,500 €1,400 - 2,100

173 <sup>AR</sup>

# **ALAN DAVIE CBE HRSW (BRITISH, 1920-2014)**

Homage to the Earth Spirits No.19 titled, signed and dated 'Alan Davie 2.80' (upper right), gouache 59 x 83.5cm (23 1/4 x 32 7/8in).

£1,500 - 2,000 €2,100 - 2,800

### Provenance

With Gimpel Fils Gallery

# Exhibited

Kilkenny, Butler Gallery, August 1993



174 <sup>AR</sup>

# **ALAN DAVIE CBE HRSW (BRITISH, 1920-2014)**

Exit Hero No.2 oil on board 30.1 x 46.5cm (11 7/8 x 18 5/16in).

£3,000 - 5,000 €4,200 - 7,000





176



177

175

# **NICK ORSBORN (BRITISH, BORN 1948)**

Sacred Cow signed with initials 'NO' (lower left), oil on canvas 100 x 125cm (39 3/8 x 49 3/16in).

£1,000 - 1,500 €1,400 - 2,100

176 AR

# **RICHARD ADAMS (BRITISH, BORN 1960)**

The Kitchen Garden signed and dated 'Richard Adams 1999' (centre right), gouache and varnished pastel 70 x 100cm (27 9/16 x 39 3/8in).

£1,500 - 2,000 €2,100 - 2,800

## Provenance

With Hybrid Gallery

177 AR

# **RICHARD ADAMS (BRITISH, BORN 1960)**

The Chatterboxes signed and dated 'Richard Adams 1997' (upper right), pastel .80 x 110cm (31 1/2 x 43 5/16in).

£1,500 - 2,000 €2,100 - 2,800

# Provenance

With Hybrid Gallery



# FRED YATES (BRITISH, 1922-2008)

Muscle man signed 'FRED YATES' (lower centre), oil on canvas board 41 x 27cm (16 1/8 x 10 5/8in).

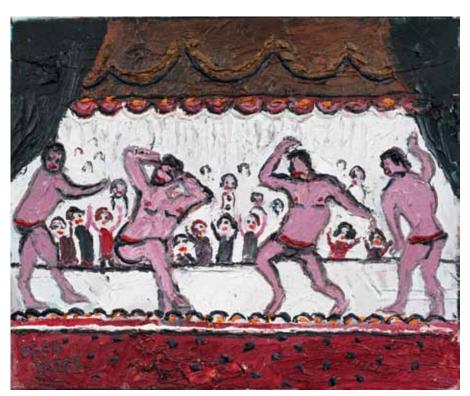
£1,000 - 1,500 €1,400 - 2,100

179 <sup>AR</sup>

# FRED YATES (BRITISH, 1922-2008)

Male strippers signed 'FRED YATES' (lower left), oil on canvas 38 x 46cm (14 15/16 x 18 1/8in). unframed

£1,000 - 1,500 €1,400 - 2,100







# 180 <sup>AR</sup>

# REG BUTLER (BRITISH, 1913-1981)

signed with monogram (on top of the base); numbered '6/8' and stamped with Aslip foundry stamp (at the back of the base) bronze with a brown patina

50.8 cm. (20 in.) high Conceived in 1955-6

£6,000 - 8,000 €8,400 - 11,000

#### Provenance

Probably with Gimpel Fils, London, where acquired by the present owner Private Collection, U.K.

#### Exhibited

London, Hanover Gallery, Reg Butler, May-June 1957, cat. no.22 (another cast, as Ophelia 1)

Margaret Garlake, The Sculpture of Reg Butler, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & Aldershot, 2006, p.145, cat.no.162 (ill.b&w, another cast)

181 <sup>AR</sup>

# REG BUTLER (BRITISH, 1913-1981)

Girl on Back, 2 signed with monogram, numbered '6/8' and stamped with Suisse Foundry stamp (on the left-hand leg) bronze with brown patina 21 cm. (8 1/4 in.) high Conceived in 1956

£4,000 - 6,000 €5,600 - 8,400

### Provenance

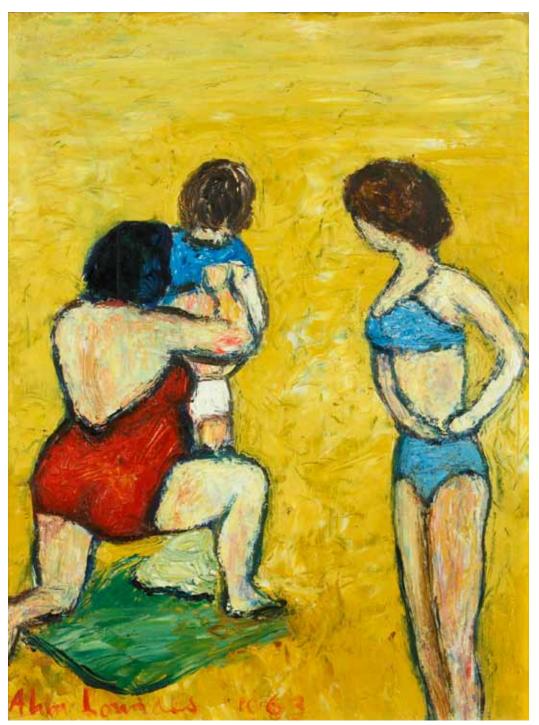
Probably with Gimpel Fils, London, where acquired by the present owner Private Collection, U.K.

# Exhibited

London, Hanover Gallery, Reg Butler, May-June 1957, cat. no.29 (another cast)

#### Literature

Margaret Garlake, The Sculpture of Reg Butler, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & Aldershot, 2006, p.148, cat.no.170 (ill.b&w, another cast)



# 182 AR

# **ALAN LOWNDES (BRITISH, 1921-1978)**

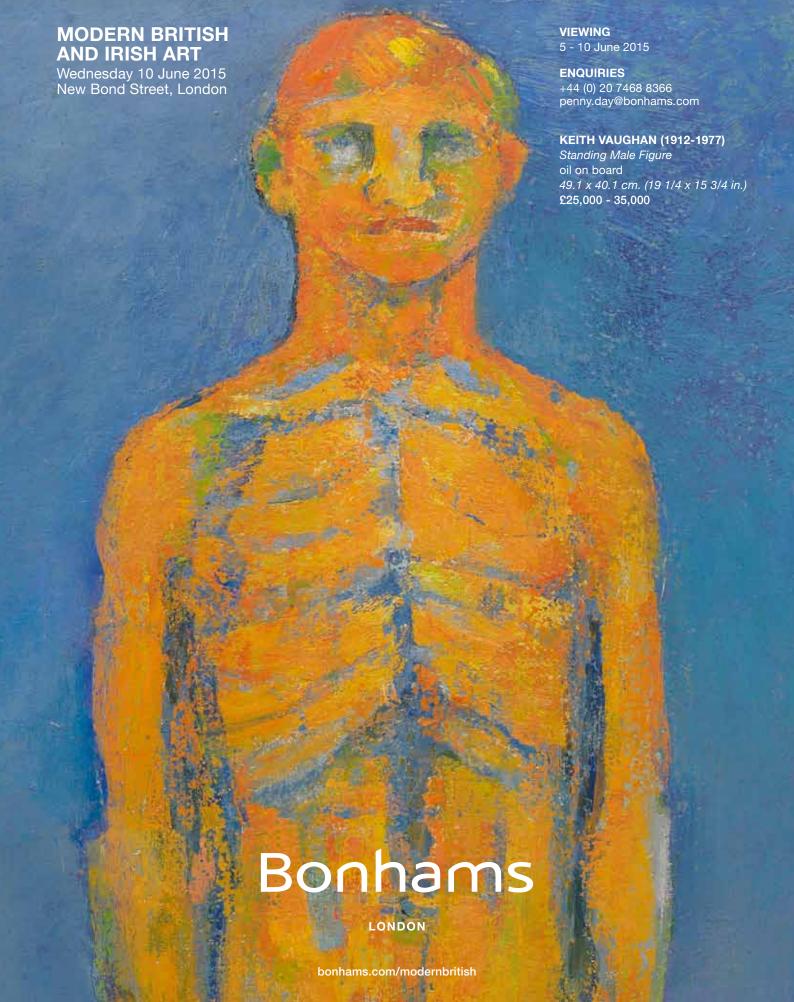
Beach Scene signed and dated 'Alan Lowndes 1963' (lower left), inscribed 'BEACH SCENE/finished St Ives Oct/1963' (on the reverse) oil on board 43 x 30cm (16 15/16 x 11 13/16in).

£5,000 - 7,000 €7,000 - 9,800

# End of Sale

Index Lots

Adams, Richard	176, 177	Lanyon, Peter	96, 97
Ayrton, Michael	79, 89	Lavery, Sir John	134
Barns-Graham, Wilhelmina	101	Le Brocquy, Louis	82
Bassingthwaite, Lewin	59	Lowndes, Alan	182
Bell, Vanessa	31, 33	Macara, Andrew	108, 109, 110
Blampied, Edmund	125, 126	MacCabe, Gladys	90
Blow, Sandra	66	McCannell, Ursula Vivian	137
Bomberg, David	71, 73, 132	McIntyre, Donald	6, 7, 12, 13, 46, 112
Bratby, John	117, 118, 123, 157, 158	Meadows, Bernard	170
Brook, Peter	18, 19, 20, 21	Meninsky, Bernard	86
Burra, Edward	144	Minton, John	74, 75, 76
Bussy, Simon Albert	16	Mitchell, Denis	53
Butler, Reg	180, 181	Mitchell, Robert J.	68
Chadwick, Lynn	171	Monks, John	88
Childish, Billy	60, 61, 62, 63	Nash, Paul	77
Christoforou, John	54, 55, 57, 58	Nicholson, Rachel	161
Clough, Prunella	165, 166	O'Casey, Breon	47, 48
Collins, Cecil	168	Orsborn, Nick	175
Conor, William	83	Pearce, Bryan	28
Cooper, William Heaton	127	Pender, Jack	163
Craxton, John	121	Piper, John	78
Cuming, Frederick	17	Potter, Mary	130
Cundell, Nora Lucy Mowbray	135	Prendergast, Peter	9
Cuneo, Terence	151	Prince of Wales, HRH	150
Davie, Alan	172, 173, 174	Procter, Dod	131
Durrant, Roy Turner	56, 155, 156	Reynolds, Alan	164
Elwyn, John	43, 44, 45	Richards, Ceri	167
Epstein, Jacob	38	Ryder, Sophie	169
Eurich, Richard	147	Shields (Braaq), Brian	142, 143
Fedden, Mary	1, 2, 3, 4, 5, 129, 145	Spare, Austin Osman	133
Frink, Elisabeth	104, 106, 107	Spencer, Stanley	141
Frost, Terry	50, 51, 52, 64, 65, 67, 85, 149	Sutherland, Graham	8, 80
Gaudier-Brzeska, Henri	72	Taplin, Guy	119, 120
Gilchrest, Joan	136	Topolski, Feliks	146
Gill, Madge	138	Valentine-Daines, Sherree	35, 36, 39, 40, 41, 42
Gore, Spencer Frederick	34	Valette, Adolphe	128
Grant, Duncan	29, 30, 32, 91, 92, 93, 95	Vaux, Marc	69
Hambling, Maggi	87	Wade, Jonathan Armigel	124
Hilder, Rowland	116	Wain, Louis William	122
Hilton, Roger	84, 98, 99, 100	Weight, Carel	111, 114, 115
Hitchens, John	154	Weschke, Karl	162
Howard, Ken	14, 15, 37	Williams, Kyffin	10, 11
Ingham, Bryan	102, 103	Wonnagett John Honn	94
Irvin, Albert	70	Wood Christophor	159, 160
Jellett, Mainie	81	Wood, Christopher	148
King, Peter	105	Yates, Fred 22, 23, 24, 25, 26, 27,	113, 139, 140, 132, 133, 178, 179
Kinley, Peter	49		



# NOTICE TO BIDDERS

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

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

#### 1. OUR ROLE

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

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

### 2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, 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**

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 Buver. This is our Buyer's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buver'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
- \* 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, and that the funds have originated from your own account, 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;

**Bank transfer:** you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc

Address: PO Box 4RY 250 Regent Street London W1A 4RY

Account Name: Bonhams 1793 Limited Trust Account

Account Number: 25563009

Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

#### 10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

#### 11. SHIPPING

Please refer all enquiries to our shipping department on: Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805 Email: shipping@bonhams.com

#### 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supportingmuseums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

### 13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing

Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

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

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

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

#### 15. BOOKS

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

#### 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

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

#### Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the 'of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

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

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

# Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

# **Taxidermy and Related Items**

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

#### 18. FURNITURE

# **Upholstered Furniture**

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

#### 19. JEWELLERY

### ~ Ruby and Jadeite

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

#### Gemstones

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

#### **Estimated Weights**

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

#### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

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

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

# 20. PHOTOGRAPHS

## **Explanation of** Catalogue **Terms**

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

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

#### 21. PICTURES

#### **Explanation of** Catalogue **Terms**

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

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

#### 22. PORCELAIN AND GLASS

# **Damage and Restoration**

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

## 23. VEHICLES

#### The Veteran Car Club of Great Britain

#### **Dating Plates and Certificates**

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

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

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

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

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

CB - Château bottled

DB – Domaine bottled

EstB – Estate bottled

BB – Bordeaux bottled

BE – Belgian bottled FB – French bottled

GB - German bottled

OB – Oporto bottled

UK – United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

#### SYMBOLS

#### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

#### **DATA PROTECTION – USE OF YOUR INFORMATION**

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

4.2

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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.

#### 9 THE SELLER'S LIABILITY

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

5

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.

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 liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions

#### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

#### but not if:

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

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

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

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

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

If we are reasonably satisfied that a Lot is a nonconforming Lot, we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the Purchase Price and Buyer's Premium paid by you in respect of the Lot.

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

#### 12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of 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, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business
- "Notional Price" the latest in time of the average of the high and low Estimates given by us to you or stated in the Catalogue or, if no such Estimates have been given or stated, the Reserve applicable to the Lot.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your". "Specialist Examination" a visual examination of a Lot by a
- specialist on the *Lot*.

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

Specialist Stamp Sale.

- "Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- "Storage Contractor" means the company identified as such in the Catalogue.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com
  "Withdrawal Notice" the Seller's written notice to Bonhams
  revoking Bonhams' instructions to sell a Lot.
- "Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

#### GLOSSARY

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

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

#### **SALE OF GOODS ACT 1979**

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- In a contract of sale, other than one to which subsection
   (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or
- (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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			Sale title: Modern British and Irish Art		Sale date: 2 June 2015			
laddle number (	(for office use or	alsa)	Sale no. 22609		Sale venue: Knightsbrid	ge		
raddle number (for office use only)  This sale will be conducted in accordance with sonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets but the charges payable by you on the purchases ou make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.		nce with ling and buying Conditions. njunction with ale which sets e purchases bidding and y questions you ning this form. undertakings	If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.  General Bid Increments:  f10 - 200					
	use of your information personal information		Customer Number		Title			
	n accordance with that to any additional s		First Name		Last Name			
	at the time your info f our Privacy Policy ca		Company name (to be invoiced if applicable)					
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here is no surcharge	for payments made by		Post / Zip code	Post / Zip code Country				
Interest of a 2% surcharge on the total invoice price.  Interest of a 2% surcharge on the total invoice price.  Interest of Bidders.  Illients are requested to provide photographic proof of D - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement to. Corporate clients should also provide a copy of their tricles of association / company registration documents, pogether with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in our bids not being processed. For higher value lots you may also be asked to provide a bank reference.			Telephone mobile		Telephone daytime			
		anhic proof of	Telephone evening Fax					
		ether with proof	Preferred number(s) in order for Telephone Bidd	Preferred number(s) in order for Telephone Bidding (inc. country code)				
		ion documents, ividual to bid on this may result in value lots you	E-mail (in capitals)  By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.  I am registering to bid as a private buyer  I am registering to bid as a trade buyer					
f successful			If registered for VAT in the EU please enter your re-	gistration here:	Please tick if you have regis	,		
will collect the purchases myself lease contact me with a shipping quote f applicable)								
- аррисавіс)			Please note that all telephone calls are re	corded.	MAY hid in CDD			
Telephone or Absentee (T / A)	Lot no.	Brief descriptio	n		MAX bid in GBP (excluding premium & VAT)	Covering bid*		
FOR WINE SALES	ONLY							
Please leave lots "a	available under bond	" in bond	I will collect from Park Royal or bonded warehouse	Please includ	le delivery charges (minimum	n charge of £20 + VAT)		
			E SEEN THE CATALOGUE AND HAVE READ AND UND M, VAT AND ANY OTHER CHARGES MENTIONED IN T					
Your signature:			Date:					
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NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:
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