

BRITISH MASTER PRINTS

Wednesday 17 June 2015 at 14.00 101 New Bond Street, London

VIEWING

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ILLUSTRATIONS

Cover: Lot 87 Inside front cover: Lot 24 Inside back cover: Lot 69 Page 3: Lot 82

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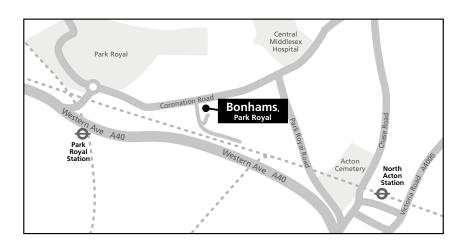
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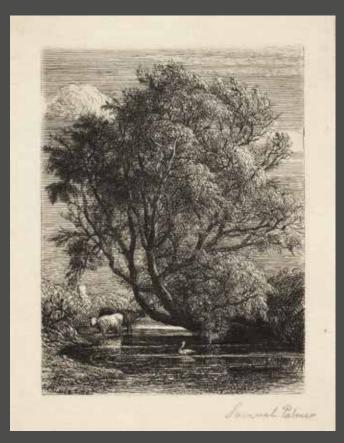
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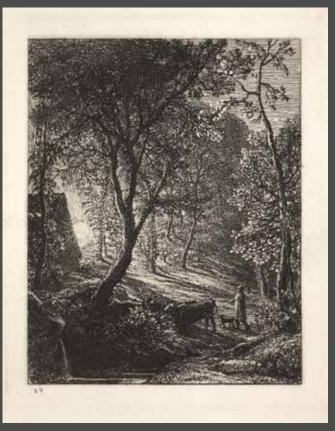
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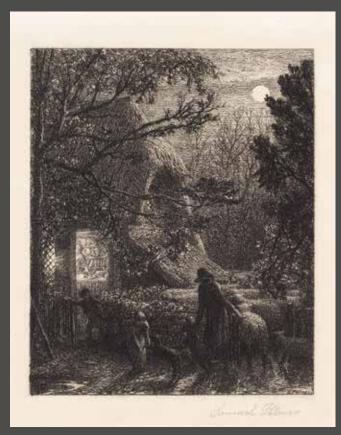
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1 2



2 (part)

SAMUEL PALMER (BRITISH, 1805-1881)

The Willow (Lister 1)

Etching, 1850, a fine impression of the second state, with uniform lines in the sky, on japan laid, signed in pencil, with wide margins, 117 x 83mm (4 5/8 x 3 1/4in)(PL)(unframed)

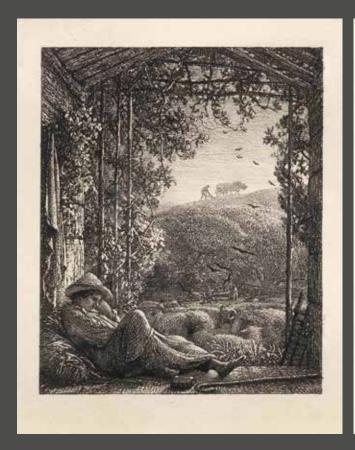
£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,400

The Willow was not published during the artist's lifetime. His son, A.H. Palmer, included it in his publication *The Life and Letters of Samuel Palmer* in 1892.

SAMUEL PALMER (BRITISH, 1805-1881)

The Herdsman's Cottage or Sunset (Lister 3) Etching, 1850, the second final state with Palmer's etched initials lower left, as published in 'The Portfolio', 1872, on thick laid with wide margins, 124 x 102mm (4 7/8 x 4in)(PL); together with 'Opening the Fold' (L.13), 1880, the fifth state with the publication line but the Remarque of flowers removed, on thick wove, 162 x 230mm (6 3/8 x 9 1/8in)(PL)(2)(unframed)

£1,500 - 2,000 €2,100 - 2,800 US\$2,400 - 3,100





4 (part)

SAMUEL PALMER (BRITISH, 1805-1881)

Christmas, or Folding the Last Sheep (Lister 4) Etching, 1850, a good impression of the third state of five, with the plate width reduced, on wove, signed in pencil, with wide margins, 124 x 102mm (4 7/8 x 4in)(PL)

£1,500 - 2,000 €2,100 - 2,800 US\$2,400 - 3,100 4 (part)

SAMUEL PALMER (BRITISH, 1805-1881)

The Skylark (Lister 2)

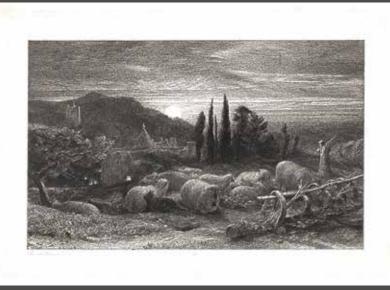
Etching, 1850, the seventh state of eight, on chine collé, with the engraved signature and number '17' below the image, as published in 'Etchings of the Art Union of London by the Etching Club' in 1857, with wide margins, 120 x 98mm (4 3/4 x 3 7/8in)(PL); together with two others, 'Christmas or Folding the Last Sheep' (L.4), 1850, fourth state of five, with letters 'Christmas, from Bampfylde's Sonnet' and 'S.Palmer' in lower margin, on thick laid, published in 'Samuel Palmer A Memoir' by A.H. Palmer in 1882, with wide margins, 125 x 100mm (PL); 'Sleeping Shepherd; Early Morning' (L.6), 1857, second state of four, with the ploughman and oxen appearing lighter against the sky, on chine collé, with wide margins, 125 x 118mm (PL)(3)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

Exhibited

Christmas or Folding the Last Sheep (L.4) London, Leicester Galleries, Etchings and Lithographs by 19th and 20th Century Masters, November 1965.

The Skylark (L.2) & Sleeping Shepherd; Early Morning (L.6) London, Leicester Galleries, Etchings by W.R.Sickert and Engravings, Etchings and Lithographs by 19th and 20thCentury Masters, December 1967.









6

SAMUEL PALMER (BRITISH, 1805-1881)

The Morning of Life (Lister 10)

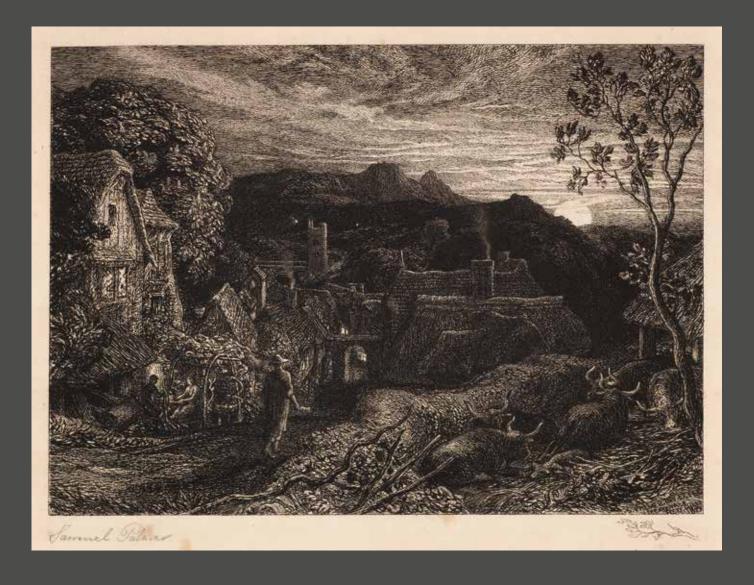
Etching, 1860, the final seventh state, with letters 'Samuel Palmer. The Morning of Life. 13' in the lower margin, on chine appliqué, with wide margins, $145 \times 215 \text{mm}$ (5 $3/4 \times 8 \ 1/2 \text{in})$ (PL); together with two others, 'Weary Ploughman' (L.8), 1858, the fifth state of eight, with two lines of cloud across the left edge of the moon and vertical shading above it, on thick wove, with wide margins, $190 \times 260 \text{mm}$ (PL) and 'Rising Moon or An English Pastoral' (L.7), 1857, the seventh state of nine, with letters 'Samuel Palmer. 10' in the lower margin, on chine appliqué, with wide margins, $148 \times 222 \text{mm}$ (PL)(3) (unframed)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

SAMUEL PALMER (BRITISH, 1805-1881)

The Early Ploughman, or The Morning Spread Upon the Mountains (Lister 9)

Etching, circa 1861, a good impression of the sixth state of nine, with two horizontal bars of cloud added behind the two mountains, on wove, signed in pencil, inscribed 'Finished State', printed by A.H. Palmer in 1873, with a pencil annotation 'AHP Private Press' and the title in the lower margin, with wide margins, 175×250 mm (6 $7/8 \times 9 \times 7/8$ in)(PL)(unframed)



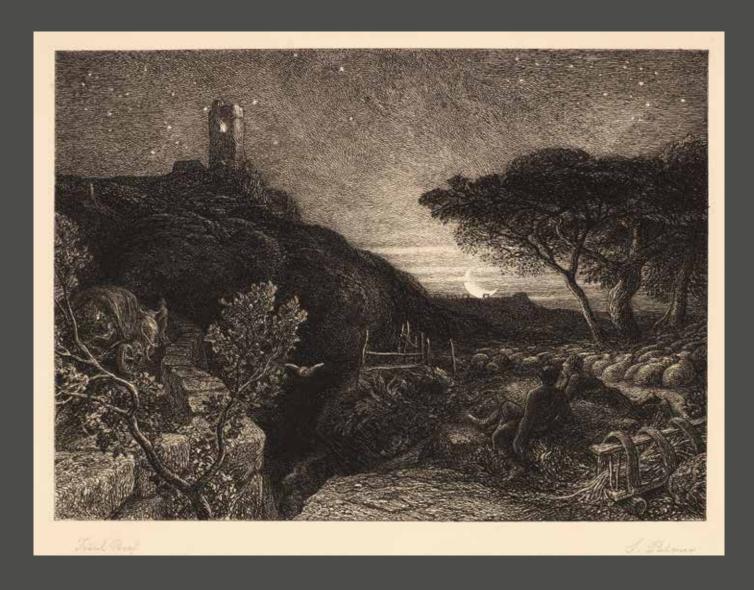
SAMUEL PALMER (BRITISH, 1805-1881)

The Bellman (Lister 11)

Etching, 1879, a fine impression of the fifth state of six, with the Remarque of a branch in the lower right margin, on laid, signed in pencil, one of 60 impressions published by the Fine Art Society, with their stamp in the lower left margin, with wide margins, 190 x 250mm (7 1/2 x 9 7/8in)(PL)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000

London, Leicester Galleries, Etchings by W.R.Sickert and Engravings, Etchings and Lithographs by 19th and 20th Century Masters, December 1967.



SAMUEL PALMER (BRITISH, 1805-1881)

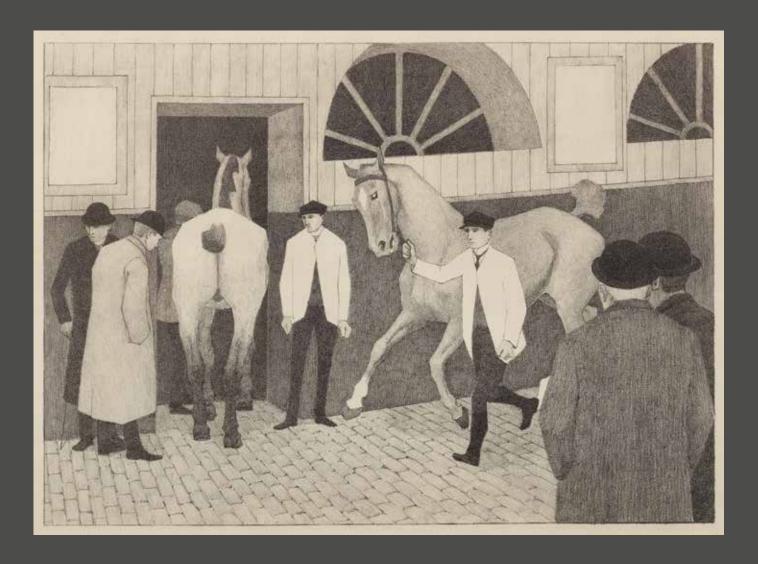
The Lonely Tower (Lister 12)

Etching, 1879, a good impression of the fifth state of six, with a small bar of light added to the right of the moon and a lighter area of sky above the trees, on wove, signed in pencil, inscribed 'Trial Proof', with the 'AHP Private Press' blindstamp lower left, with wide margins, with a handwritten note taped to the back of the frame by the original owner, Mr F.G. Stephens, stating that this impression was a gift from the artist in 1880 and with a verse from the Milton poem 'll Penseroso', 190 x 250mm (7 1/2 x 9 7/8in)(PL)

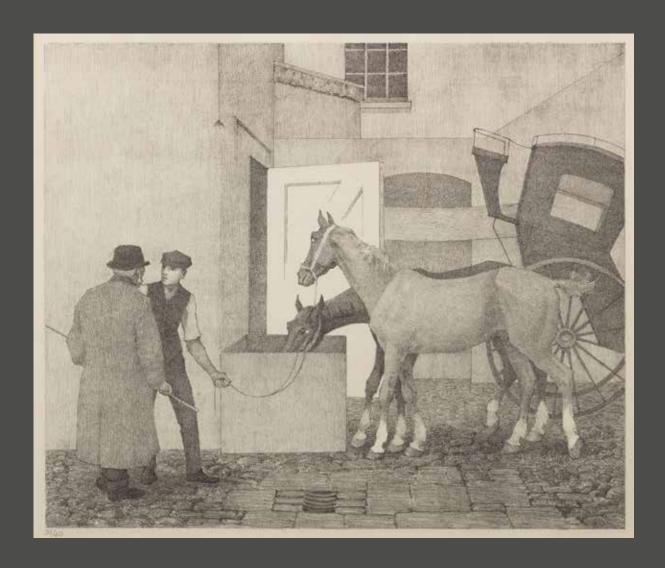
£3,000 - 5,000 €4,200 - 6,900 US\$4,700 - 7,900

Exhibited

London, Leicester Galleries, Etchings by W.R. Sickert and Engravings, Etchings and Lithographs by 19th and 20th Century Masters, December 1967.



ROBERT BEVAN (BRITISH, 1865-1925)
The Horse Mart (Barbican No.1) (Dry 34)
Lithograph, 1920, on laid, from the edition of 65, with the artist's stamped monogram, with margins, 271 x 378mm (10 5/8 x 14 7/8in)



ROBERT BEVAN (BRITISH, 1865-1925)

Crocks (Dry 39)
Lithograph, 1924-5, on cream wove, numbered 31/40 in pencil, with the artist's stamped monogram, with margins, 295 x 353mm (11 5/8 x 13 7/8in) (I)



11 * AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

That Cursed Wood (Black 38)

The rare drypoint, 1918, on watermarked laid, signed and dated in pencil, with wide margins, 250 x 349mm (9 7/8 x 13 3/4in) (PL)

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

12 AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

The Estuary (Black 50)

Drypoint printed in bistre, 1918, on cream F. J. Head & Co. handmade laid, signed and dated in pencil, from the edition of 25, with margins, 175 x 250mm (6 7/8 x 9 7/8in)(PL)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

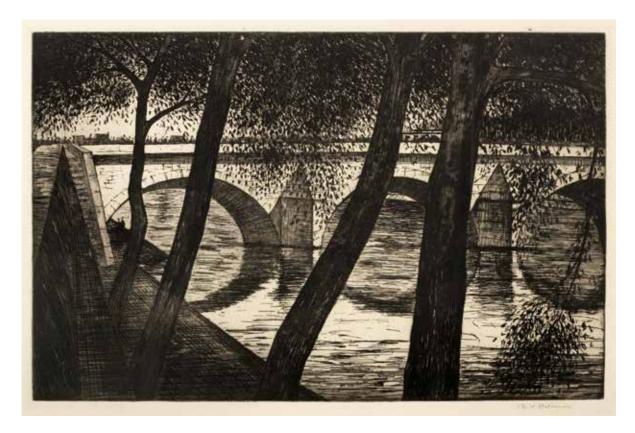
13 AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Pont Royale (Black 94)

Etching printed with tone, 1922, an excellent impression, on watermarked F.J. Head & Co. wove, signed in pencil, from the edition of 40, with full margins, 274 x 425mm (10 3/4 x 16 3/4in) (PL)







14 * AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

MT (Motor Transport) (Black 43)

The rare woodcut printed in brown, 1918, a good impression, on oriental laid, signed in pencil, from the edition of 12, with margins, 214 x 285mm (8 1/2 x 11 1/4in)(B)

£50,000 - 70,000 €69,000 - 97,000 US\$79,000 - 110,000

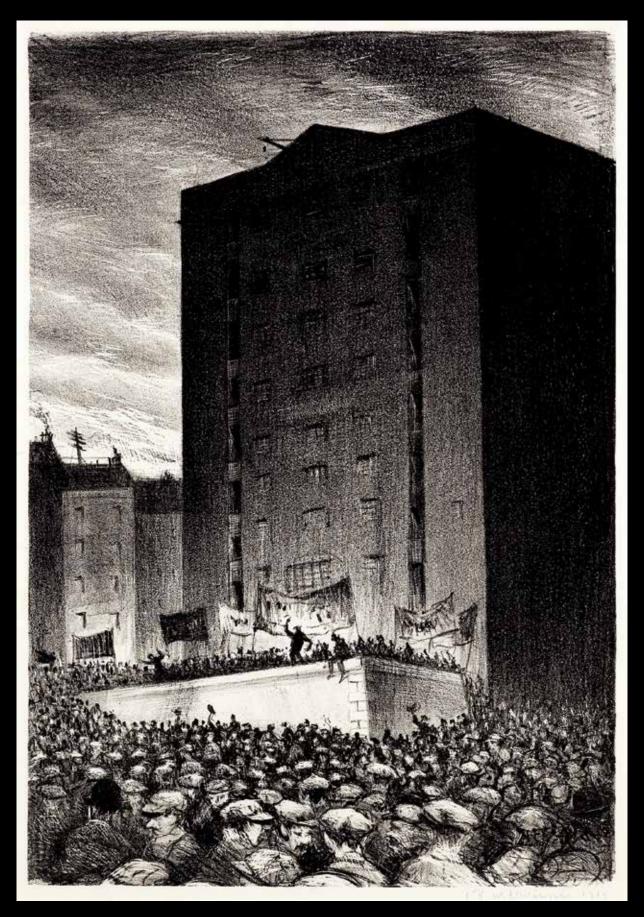
15 * AR

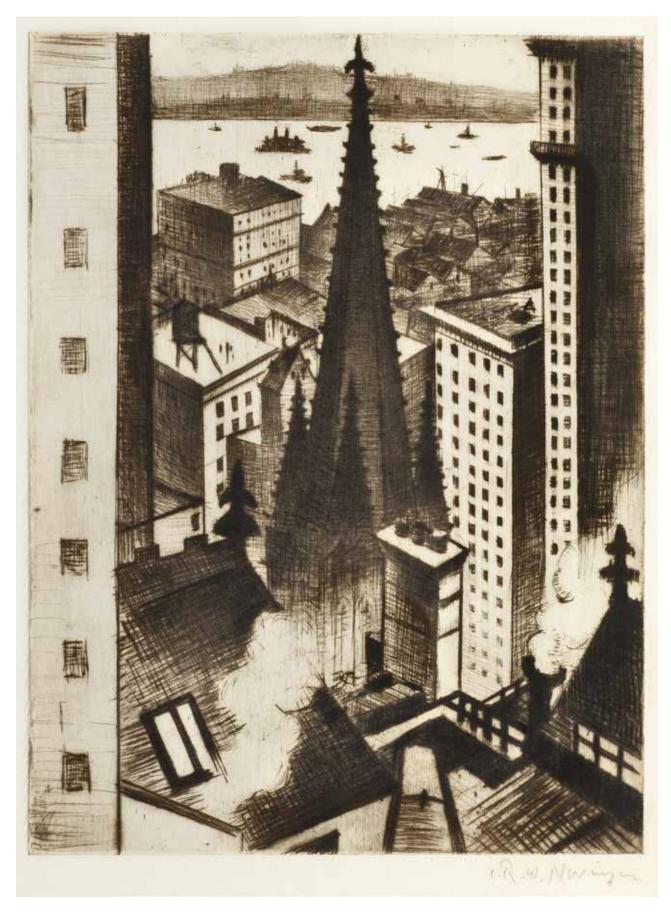
CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

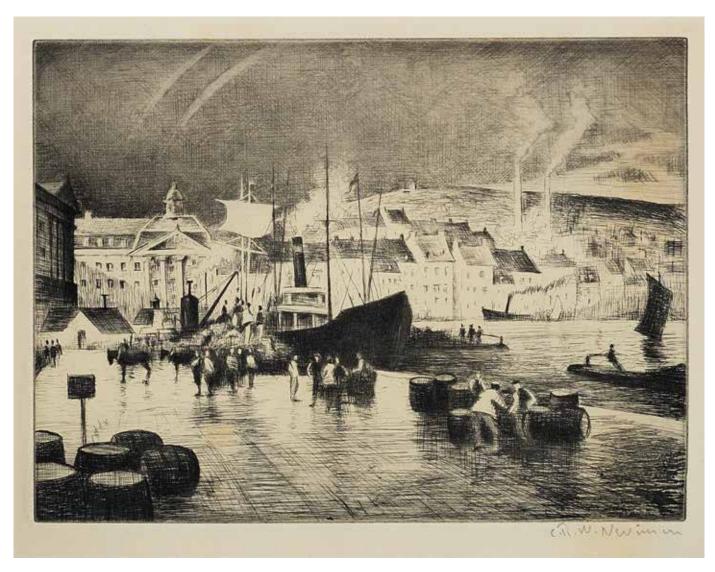
The Workers (Black 59)

The rare lithograph, 1919, on wove, a rich tonal impression with delicate tones, signed and dated in pencil, from the edition of 50, with margins, 512 x 350mm (20 1/8 x 13 3/4in) (I)

£30,000 - 50,000 €42,000 - 69,000 US\$47,000 - 79,000







17

16 * AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Temples of New York (Black 55)

Drypoint, 1919, an excellent impression with rich burr and delicate plate tone, on cream F. J. Head & Co. hand-made laid, signed in pencil, from an edition not exceeding 75, with full margins, 201 x 150mm (8 x 6in)(PL)

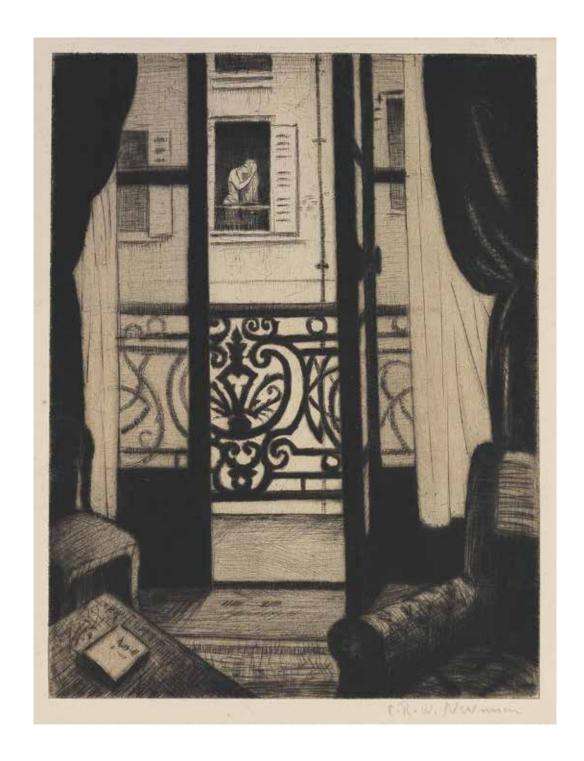
£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000 17 AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

A French Port (Bordeaux) (Black 87)

Etching printed with tone, 1922, an excellent impression, on watermarked F.J. Head & Co. hand-made laid, signed in pencil, with margins, 145 x 194mm (5 3/4 x 7 5/8in) (PL) (unframed)

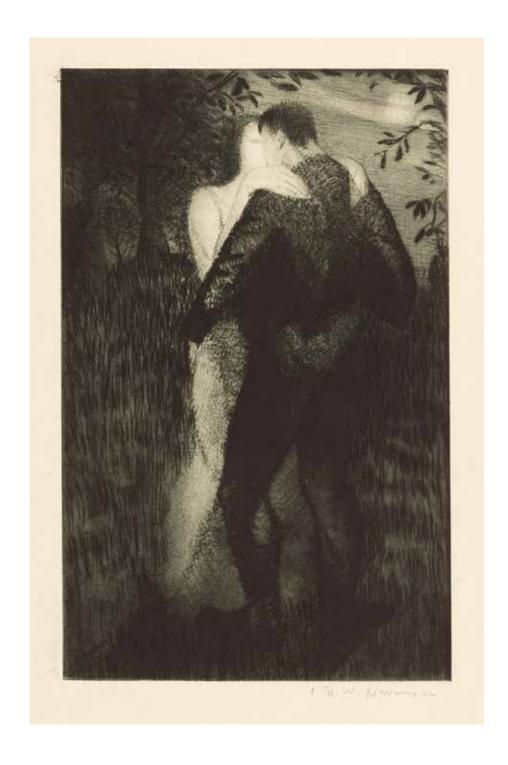
£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000



CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

(From) A Paris Window (Black 96) Etching printed with tone, 1922, on partially watermarked F.J. Head & Co. hand-made laid, signed in pencil, with margins, 201 x 152mm (8 x 6in)(PL)(unframed)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

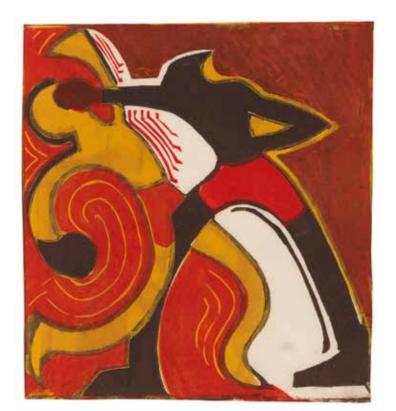


CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Lovers (Black 62)

The rare drypoint, 1919, an excellent impression, on watermarked F. J. Head & Co. hand-made laid, signed in pencil, from the edition of 25, with full margins, 275 x 175mm (10 3/4 x 6 3/4in) (PL) (unframed)

£6,000 - 8,000 €8,300 - 11,000 US\$9,400 - 13,000



URSULA FOOKES (BRITISH, 1906-1991)

Linocut printed in colours, circa 1930, a good impression, on buff oriental tissue, 194 x 177mm (7 5/8 x 7in)(B) (unframed)

£4,000 - 6,000 €5,500 - 8,300 US\$6,300 - 9,400

20



21 *

HORACE ASCHER BRODZKY (AUSTRALIAN/ BRITISH, 1885-1969)

Boxers

Linocut printed in black, 1919, on wove, published by Egmont News, New York, with margins, 247 x 184mm (9 3/4 x 7 1/4in)(B)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000



22 * AR

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Skaters (Coppel SA 52)

Linocut printed in spectrum red, viridian, permanent blue and ivory black, 1953, on buff oriental laid, signed, titled and numbered 53/60 in pencil, with margins, 204 x 380mm (8 x 15in)(B)

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000



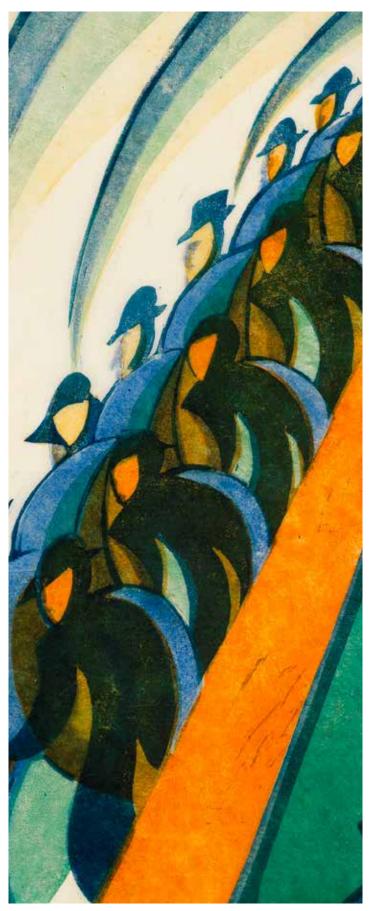
LILL TSCHUDI (SWISS, 1911-2004)

Tour de Suisse (Coppel LT 43)

Linocut printed in black, 1935, an early impression with the decorative border before it was removed from the block in 1965, on cream thin oriental laid, signed, titled 'Bicyclerace' and numbered 8/50 in pencil, with margins, 270 x 520mm (10 5/8 x 20 1/2in)(B)

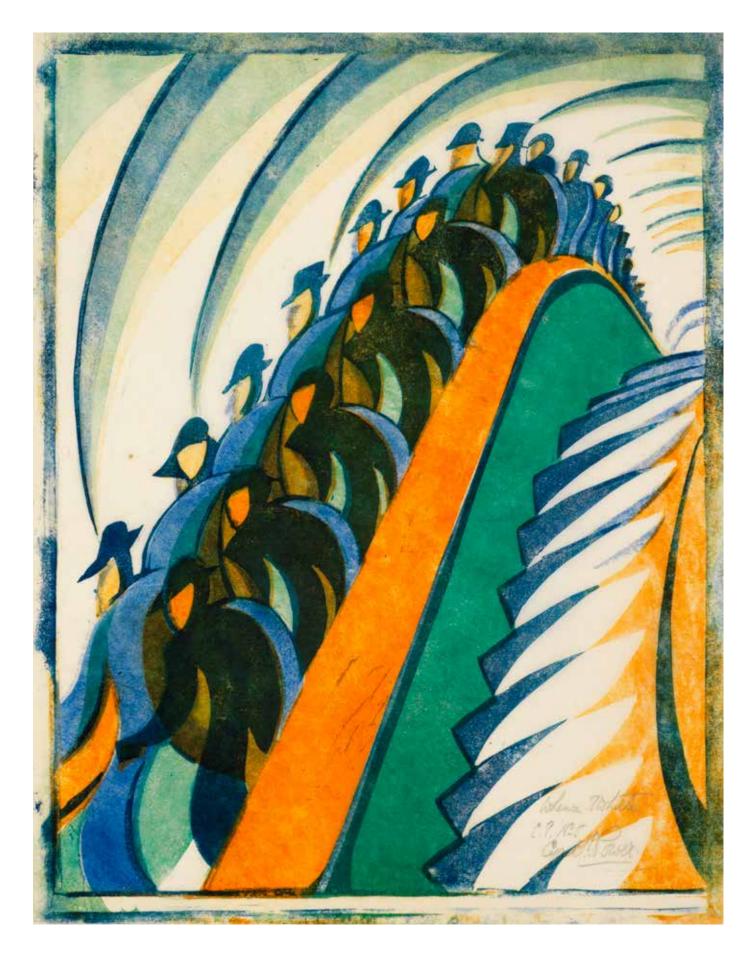
£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 24,000

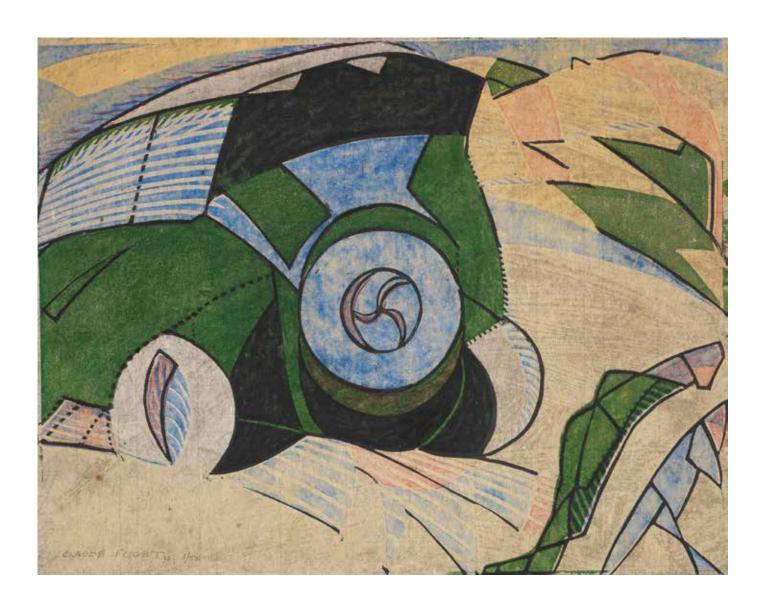




CYRIL EDWARD POWER (BRITISH, 1872-1951)
Whence & Whither? (Coppel CEP 14)
Linocut printed in Chinese orange, viridian, permanent blue and dark blue, circa 1930, an excellent impression, on buff oriental laid tissue, signed, titled and inscribed 'E.P. No.5' in pencil, an experimental proof before the published edition of 50, with margins, 310 x 240mm (12 1/8 x 9 3/8in)(B)

£50,000 - 70,000 €69,000 - 97,000 US\$79,000 - 110,000





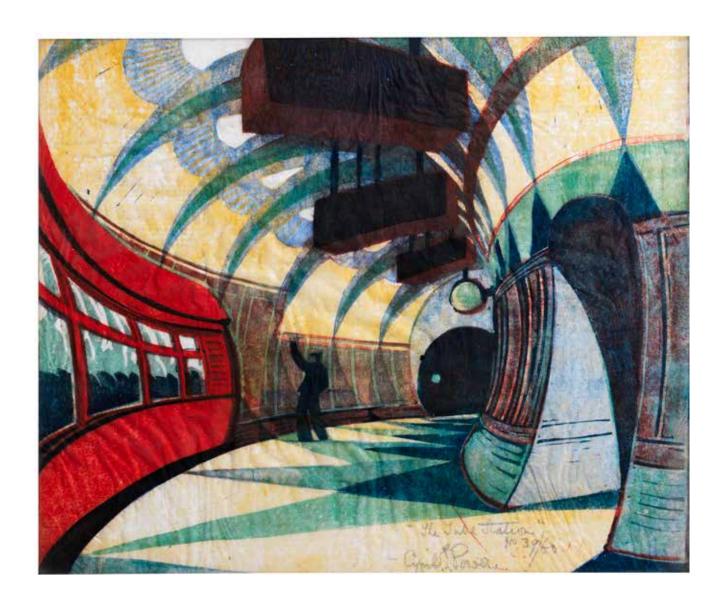
25 * AR

CLAUDE FLIGHT (BRITISH, 1881-1955)

Paris Omnibus (Coppel CF 10)

Linocut printed in blue and crimson oil paint and viridian and black ink, 1923 an early impression, on oriental laid tinted with a wash of yellow-ochre watercolour, mounted on stiff brown paper backing, signed, dated and numbered 1/50 in pencil, with margins, 218 x 280mm (8 1/2 x 11in)(B)

£15,000 - 20,000 €21,000 - 28,000 US\$24,000 - 31,000



CYRIL EDWARD POWER (BRITISH, 1872-1951)

The Tube Station (Coppel CEP 32) Linocut printed in yellow ochre, spectrum red, permanent blue, viridian and Chinese blue, circa 1932, on oriental laid tissue, signed, titled and numbered 39/60 in pencil, with margins, 258 x 295mm (10 x 11 5/8in)(B)

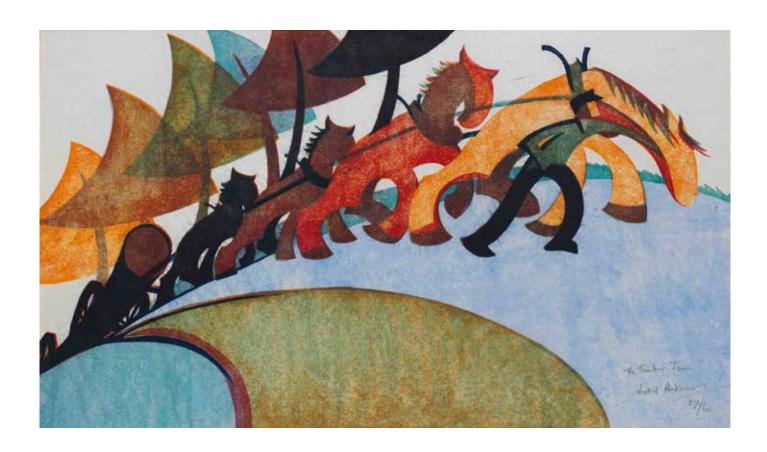
£15,000 - 20,000 €21,000 - 28,000 US\$24,000 - 31,000



SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Steeplechasing (Coppel SA 10) Linocut printed in Chinese orange, alizarin purple madder and Prussian blue, 1930, on buff oriental laid tissue, signed and numbered 13/50 in pencil, with margins, 175 x 272mm (6 7/8 x 10 3/4in)(B) (unframed)

£7,000 - 10,000 €9,700 - 14,000 US\$11,000 - 16,000



SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

The Timber Jim (Coppel SA 21)

Linocut printed in Chinese orange, permanent blue, crimson, viridian and Chinese blue, 1932, on buff oriental laid tissue, signed, titled and numbered 27/60 in pencil, with margins, 222 x 384mm (8 3/4 x 15 1/8in)(B)

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 24,000



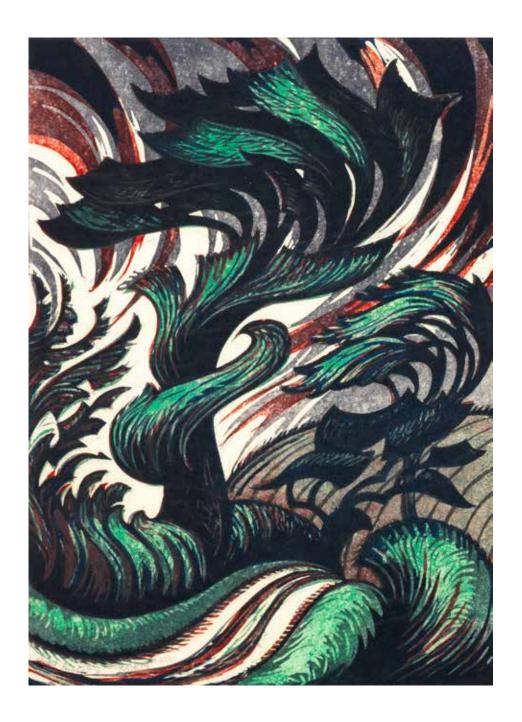
29 * AR

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

The Windmill (Coppel SA 27)

Linocut printed in Chinese orange, permanent blue and Chinese blue, 1933, a richly inked impression, on buff oriental laid tissue, signed and inscribed 'E.P.' in pencil, one of four experimental proofs aside from the numbered edition of 60, additionally titled 'Mill' in the lower margin, with margins, 318 x 220mm (12 1/2 x 8 5/8in)(B)

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000



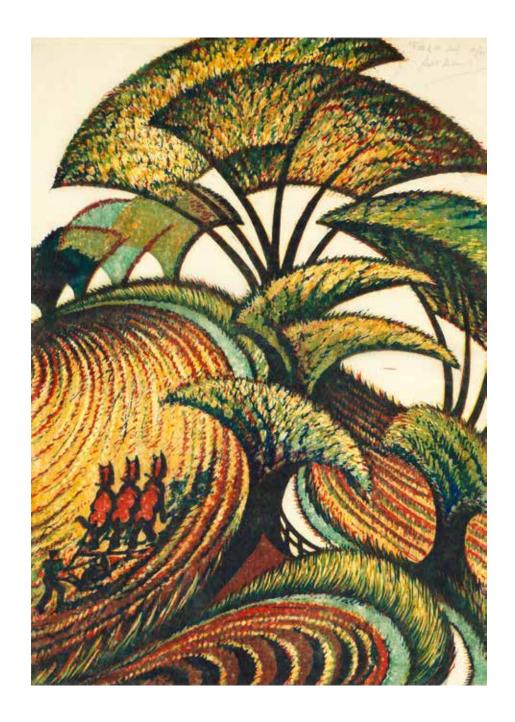
30 AR

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Storm (Coppel SA 34)

Linocut printed in crimson, grey, viridian and Chinese blue, 1935, an excellent richly inked impression, on buff oriental laid tissue, signed, titled and numbered 43/60 in pencil, additionally signed and titled in blue ink on the artist's designated front mount, with margins, 330 x 232mm (13 x 9 1/8in)(B)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000

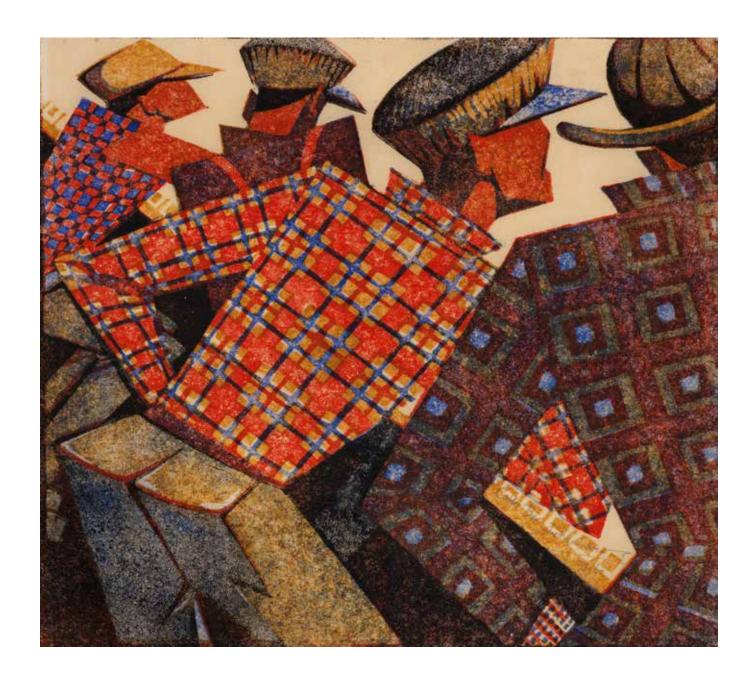


SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Fall of the Leaf (Coppel SA 30)

Linocut printed in chrome yellow, transparent golden ochre, crimson, viridian and Chinese blue, 1934, an excellent richly inked impression, on buff oriental laid tissue, signed, titled and numbered 50/60 in pencil, additionally signed and titled in blue ink on the artist's designated front mount, with margins, 362 x 258mm (14 1/4 x 10 1/8in)(B)

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000



32 AR

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Coffee Bar (Coppel SA 51)

Linocut printed in yellow ochre, spectrum red, permanent blue and black, 1952, an excellent impression, on buff oriental laid, signed, titled and numbered 37/60 in pencil, with margins, 205 x 229mm (8 1/8 x 9in)(B)

£7,000 - 10,000 €9,700 - 14,000 US\$11,000 - 16,000

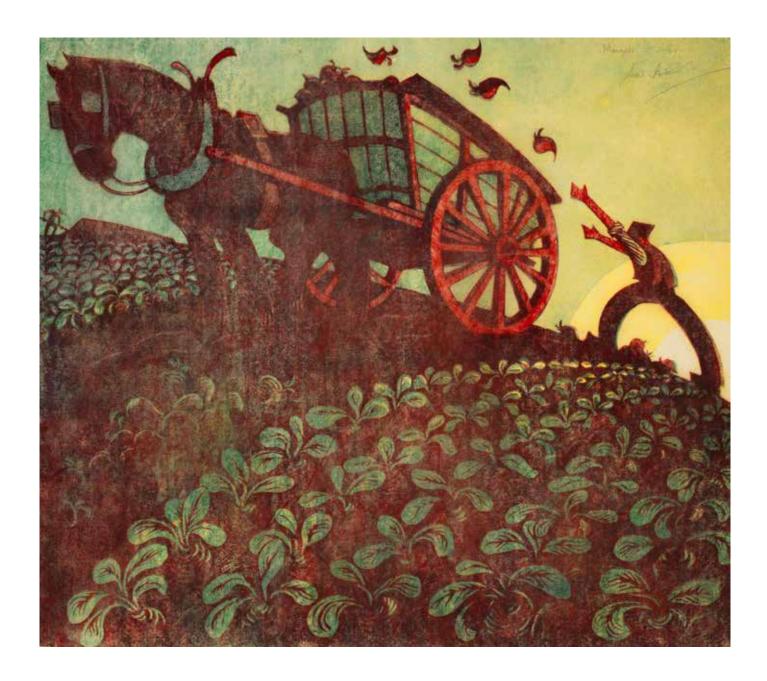


SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Michaelmas (Coppel SA 33)

Linocut printed in raw sienna, spectrum red, viridian and Chinese blue, 1935, on buff oriental laid tissue, signed, titled and numbered 31/60 in pencil, additionally signed and titled in blue ink on the artist's designated front mount, with margins, 308 x 231mm (12 x 9in)(B)

£6,000 - 8,000 €8,300 - 11,000 US\$9,400 - 13,000



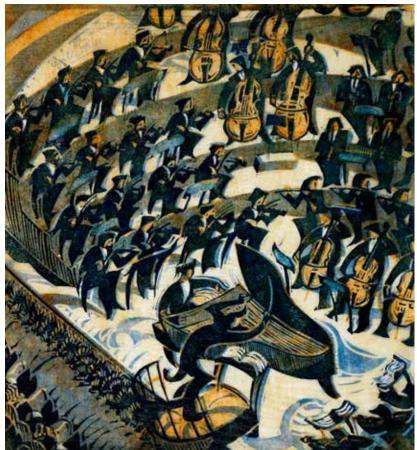
34 AR

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Mangolds (Coppel SA 56)
Linocut printed in yellow, spectrum red, crimson and viridian, 1956, on thin oriental laid tissue, signed, titled and numbered 14/60 in pencil, additionally signed and titled in blue ink on the artist's designated front mount, with margins, 323 x 372mm (12 3/4 x 14 5/8in)(B)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000





35

LILL TSCHUDI (SWISS, 1911-2004)

Musicians (Coppel LT 82)

Linocut printed in black, yellow and purple, 1949, on off-white thin oriental laid, signed and numbered 18/50 in pencil, additionally titled in German and annotated in pencil along the lower margin, with margins, 220 x 318mm (8 5/8 x 12 1/2in)(B) (unframed)

£3,000 - 5,000 €4,200 - 6,900 U\$\$4,700 - 7,900

36 AR

CYRIL EDWARD POWER (BRITISH, 1872-1951)

The Concerto (Coppel CEP 43)

Linocut printed in light yellow, orange, light blue and dark blue, circa 1935, on buff oriental laid tissue, signed, titled and numbered 12/60 in pencil, with margins, 326 x 300mm (12 3/4 x 11 3/4in)(B)

£6,000 - 8,000 €8,300 - 11,000 US\$9,400 - 13,000



LILL TSCHUDI (SWISS, 1911-2004) Waiters (Coppel LT 47)

Linocut printed in dark blue, light blue and reddish brown, 1936, on white thin oriental laid, signed and numbered 9/50 in pencil, additionally titled 'Kellner' in pencil in the lower margin, with margins, 278 x 262mm (10 7/8 x 10 1/4in)(B) (unframed)

£15,000 - 20,000 €21,000 - 28,000 US\$24,000 - 31,000



38

LILL TSCHUDI (SWISS, 1911-2004)

Guards (Coppel LT 50)

Linocut printed in black and red, 1936, on cream oriental laid, signed, titled and numbered 5/50 in pencil, with margins, 160 x 210mm (6 1/4 x 8 1/4in)(B)

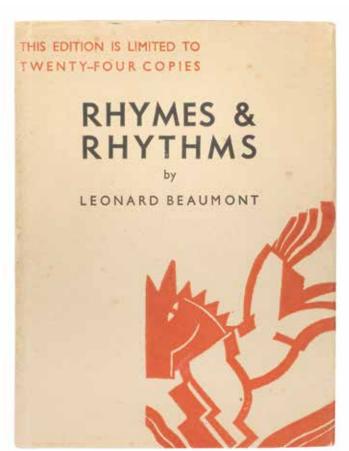
£8,000 - 12,000 €11,000 - 17,000 US\$13,000 - 19,000 39 •

LEONARD BEAUMONT (BRITISH, 1891-1986)

Rhymes & Rhythms (Dickson 111)

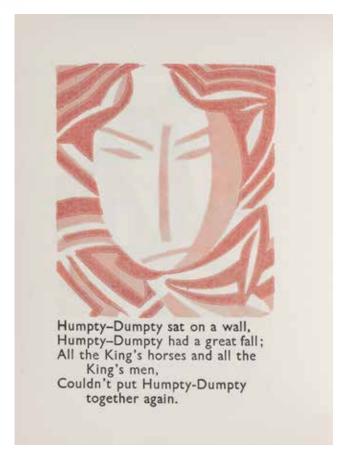
The complete volume, 1933, comprising twelve linocuts printed in colours, each accompanied by a short verse, on partially watermarked laid, from the edition of 24, printed by the artist, published by Eismeer Press, Bents Green Village, Sheffield, bound as issued in the original terracotta cloth with printed title label in red and black to upper board, within the original printed dust-jacket with title in black, limitation in red and original linocut illustration (repeat of the first illustration in red), 139 x 103mm (5 3/8 x 4in)(vol)

£3,000 - 5,000 €4,200 - 6,900 US\$4,700 - 7,900











40 * AR

WILLIAM GREENGRASS (BRITISH, 1896-1970)

Tea under umbrellas

Linocut printed in colours, 1934, on thin oriental laid, signed, titled, dated and numbered 8/50 in pencil, with margins, 250 x 257mm (9 7/8 x 10in) (B)(unframed)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000

40



41 * AR

EDITH LAWRENCE (BRITISH, 1890-1973)

On the Loire

Linocut printed in colours, on thin oriental, signed and numbered 1/50 in pencil, additionally signed, titled and annotated ' Σ 2.2.0' in pencil along the right margin, with margins, 227 x 326mm (9 x 12 7/8in)(B)(unframed)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

41





42

LILL TSCHUDI (SWISS, 1911-2004)

lle incendiée (Not in Coppel)

Linocut printed in colours, on oriental, signed and numbered 7/50 in pencil, additionally titled and annotated in pencil along the left margin, with margins, 283 x 180mm (11 1/8 x 7 1/8in)(B)

£500 - 700 €690 - 970 US\$790 - 1,100

LILL TSCHUDI (SWISS, 1911-2004)

Bretagne (Not in Coppel)

Linocut printed in colours, circa 1952, on oriental, signed and numbered 12/50 in pencil, additionally signed, titled, inscribed 'Handdruck' and further annotated in pencil along the left margin, with margins, 380 x 180mm (15 x 7in)(B) (unframed)

£1,500 - 2,000 €2,100 - 2,800 US\$2,400 - 3,100

GARY RATUSHNIAK (CANADIAN, BORN 1957)

Umbrellas

Linocut printed in colours, 1994, an excellent impression with vibrant colours, on japanese mulberry, signed, titled and numbered 39/60 in pencil, additionally titled, dated, numbered and inscribed 'Hand Print' in pencil in the lower margin, with full margins, 372 x 271mm (14 5/8 x 10 5/8in)(B) (unframed)

£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,400



44







47 46

45 AR

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992) Deposition (Coppel SA 19)

Linocut printed in raw sienna, spectrum red, cobalt blue and Chinese blue, 1932, an excellent richly inked impression, on buff oriental laid tissue, signed, titled and numbered 16/60 in pencil, additionally signed and titled in blue ink on the artist's designated front mount, with margins, 123 x 350mm (4 7/8 x 13 3/4in)(B)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700 46 AR

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Gethsemane (Coppel SA 46)

Linocut printed in purple, 1951, on buff oriental laid tissue, signed, titled and inscribed '4th Block' in pencil, a progressive proof before the published edition of 60, additionally signed, titled and inscribed '4th Block' in blue ink on the artist's designated front mount, with margins, 285 x 205mm (11 1/4 x 8 1/8in)(B)

£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,400



LILL TSCHUDI (SWISS, 1911-2004)

Gethsemane (Not in Coppel)

Linocut printed in colours, on thin oriental, signed and numbered 9/50 in pencil, additionally titled and annotated in pencil along the lower margin, with margins, 450 x 347mm (17 3/4 x 13 5/8in)(B)

£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,400

48 AR

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Pilate: Station I (Coppel SA 53)
Linocut printed in orange ochre, viridian and alizarin purple, 1953, on thin oriental laid tissue, signed, titled and numbered 8/60 in pencil, additionally signed and titled in blue ink on the artist's designated front mount, with margins, 330 x 300mm (13 x 11 3/4in)(B)

£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,400

49 AR

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Surrexit (Coppel SA 57)

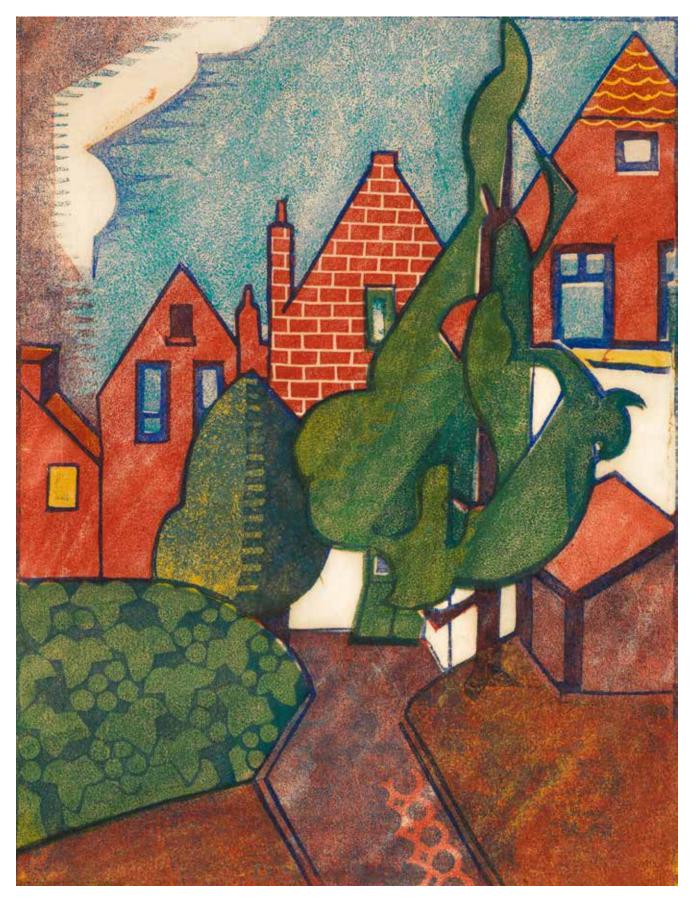
Linocut printed in raw sienna, orange, ochre, viridian and Payne's grey, 1957, on thin oriental laid tissue, signed and numbered 8/60 in pencil, additionally signed and titled in blue ink on the artist's designated front mount, with margins, 306 x 356mm (12 x 14in)(B)

£3,000 - 5,000 €4,200 - 6,900 US\$4,700 - 7,900



49

48





50

DORRIT BLACK (AUSTRALIAN, 1891-1951)

Dutch Houses (Coppel DB 8)

Linocut printed in yellow ochre, red, green, greyish blue and cobalt blue, circa 1929, on cream thin oriental laid, initialled and numbered 4/50 in pencil, additionally annotated 'Dorrit Black/ Dutch Houses/ £2.2.0' by Claude Flight in the lower margin, with margins, 274 x 204mm (10 3/4 x 8in)(B)

£4,000 - 6,000 €5,500 - 8,300 US\$6,300 - 9,400

51

DORRIT BLACK (AUSTRALIAN, 1891-1951)

The Pot Plant (Coppel DB 20)

Linocut printed in crimson, brown ochre, cobalt blue, viridian and light grey, 1933, on thin oriental laid, signed, titled and numbered 5/50 in pencil, with the artist's monogram, with margins, 306 x 190mm (12 x 7 1/2in)(B)

£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,400

52

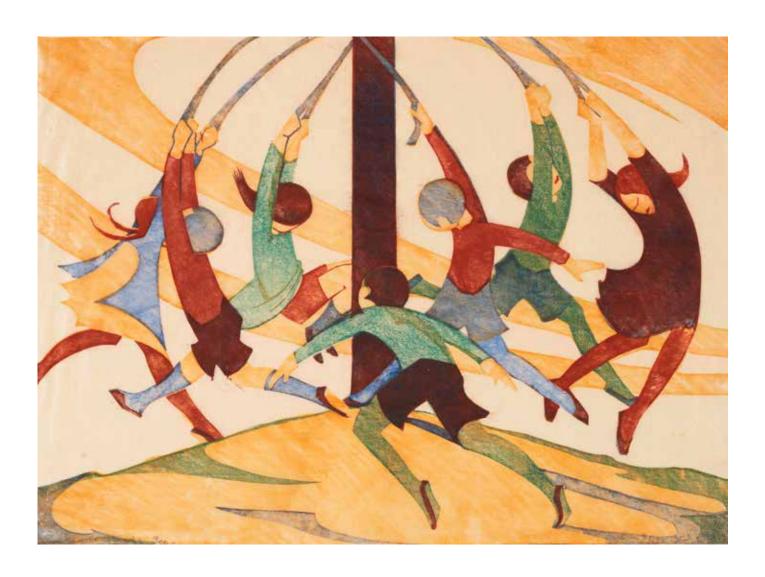
S. VON DER HEYDE

Untitled

Linocut printed in colours, signed in black ink, on cream oriental tissue, with margins, 175 x 252mm (6 7/8 x 10in)(B)

£1,500 - 2,000 €2,100 - 2,800 US\$2,400 - 3,100





ETHEL SPOWERS (AUSTRALIAN, 1890-1947)

The Giant Stride (Coppel ES 23) Linocut printed in yellow ochre, reddish brown, viridian and cobalt blue, 1932-33, an excellent impression, on buff oriental laid tissue,

signed, titled and numbered 9/50 in pencil, with margins, 260 x 353mm (10 1/4 x 14in)(B)

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

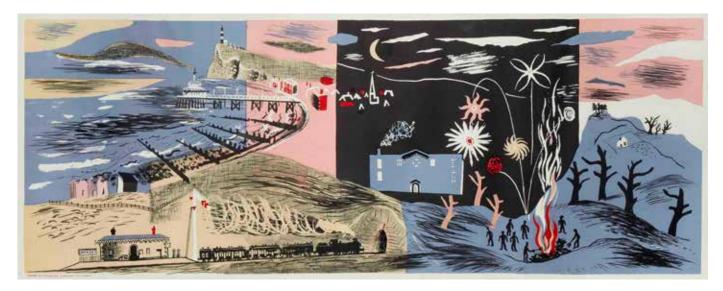


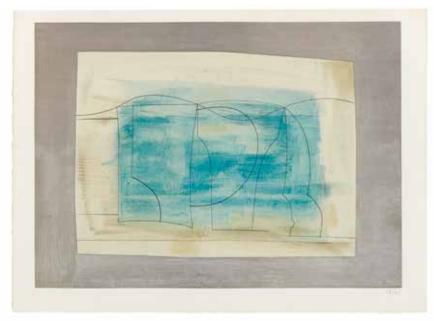
ETHEL SPOWERS (AUSTRALIAN, 1890-1947)

Swings (Coppel ES 22)

Linocut printed in yellow ochre, viridian, reddish brown and cobalt blue, 1932, on buff oriental laid, signed, titled, dated and numbered 27/50 in pencil, with margins, 242 x 266mm (8 3/4 x 10 1/2in)(B)

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 24,000







56 57

55 AR

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

Nursery Frieze II (Levinson 9)

Autolithograph printed in colours, 1936, on machine-made lithographic cartridge paper, unsigned as published, from an unspecified edition, printed by Waterlow & Sons, published by Contemporary Lithographs, with margins, 460 x 1215mm (18 1/8 x 47 7/8in)(l) (unframed)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

56 AR

BEN NICHOLSON O.M. (BRITISH, 1894-1982)

Still Life

Lithograph printed in colours, 1962, signed in blue ink verso, numbered 38/95 in pencil recto, printed by Mourlot, Paris, with full margins, 415 x 575mm (16 $3/8 \times 22 5/8$ in)(I)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700 57 * AR

BEN NICHOLSON O.M. (BRITISH, 1894-1982)

Siena (Large version) (Lafranca 22; Cristea 48) Etching and drypoint printed with tone, 1966, on Zerkal wove, signed, dated and numbered 46/50 in pencil, printed by Francois Lafranca, Locarno, with full margins, 323 x 277mm (12 3/4 x 10 7/8in)(PL) (unframed)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700





VARIOUS ARTISTS

Europäische Graphik I

The complete portfolio, 1963, comprising nine lithographs printed in colours, on Arches, including two by Reg Butler: 'Figure in Space', 'Italian Girl', two by Henry Moore: 'Black on Red Image', 'Eight reclining figures with architectural background', two by Graham Sutherland: 'Bees', 'Insects', single works by Lynn Chadwick 'Moon in Alabama', John Piper 'Anglesey Beach', William Scott 'Scalpay', each signed and numbered 'HC' in pencil, an hors commerce edition B set, aside from the numbered edition of 65, with a justification page inscribed 'HC Edition B' and signed in pen by the editor Felix Mann, printed by Curwen Prints Ltd., London and Emil Matthhieu, Zurich, published by Galerie Wolfgang Ketterer, Stuttgart, with their blindstamp, the full sheets, loose witin the original beige linencovered portfolio with black ties and the title blocked in black on the front, each 658 x 500mm (25 7/8 x 19 3/4in)(SH)(or the reverse); 665 x 518mm (folio)

£4,000 - 6,000 €5,500 - 8,300 US\$6,300 - 9,400







59 AR

HENRY MOORE O.M., C.H. (BRITISH, 1898-1986)

Reclining Woman on Beach (Cramer 595)

Lithograph printed in colours, 1982, on T.H. Saunders, signed and inscribed 'Studio Proof' in pencil, a proof aside from the numbered edition of 50, printed by Curwen Prints Ltd., published by Raymond Spencer and Company Ltd. for The Henry Moore Foundation, Much Hadham, the full sheet, 555 x 755mm (21 3/4 x 29 3/4in)(SH)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

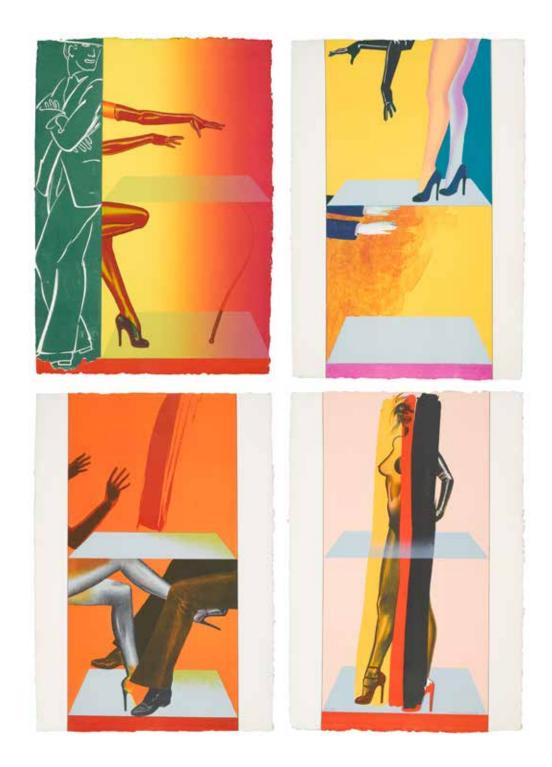
60 AR

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

Grey Horse Head (Wiseman 156)

Lithograph printed in black and grey, 1990, on BFK Rives, signed and numbered 60/70 in pencil, printed by Curwen Chilford Prints, with their blindstamp, published by Curwen Chilford Prints and the artist, the full sheet printed to the edges, 985 x 705mm (38 3/4 x 27 3/4in)(SH)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

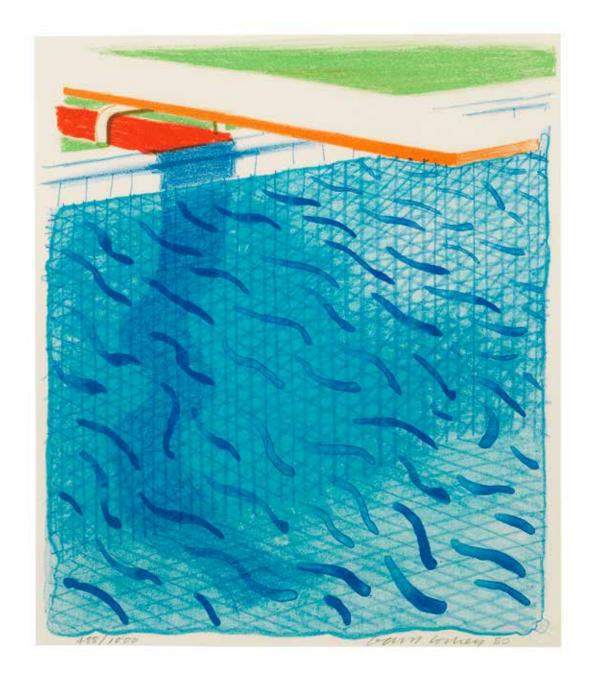


61 * AR ALLEN JONES RA (BRITISH, BORN 1937)

Magician suite (Lloyd 71 a-f)

The complete set, 1976, comprising six lithographs printed in colours, on hand-made wove, each signed, dated and inscribed 'AP IV/XV' in pencil, an artist's proof set aside from the numbered edition of 60, printed by Landfall Press, Chicago, published by Waddington Graphics, London, the full sheets printed to two edges, loose as issued, each 820 x 570mm (32 1/4 x 22 1/2in)(SH) (6) (unframed)

£3,000 - 5,000 €4,200 - 6,900 US\$4,700 - 7,900



62 * AR

DAVID HOCKNEY (BRITISH, BORN 1937)

Pool made with paper and blue ink for book (MCA Tokyo 234) Lithograph printed in colours, 1980, on Arches cover paper, signed, dated and numbered 488/1000 in pencil, published by Tyler Graphics, Ltd., Mount Kisco, New York, 1980, with their blindstamp, the full sheet, 265 x 225mm (10 1/8 x 8 7/8in)(SH)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000



DAVID HOCKNEY (BRITISH, BORN 1937)

Marguerites (Scottish Arts Council 157; MCA Tokyo 141) Etching with softground and aquatint printed in colours, 1973, on mould-made Arches wove, signed, dated and inscribed 'A.P' in pencil, an artist's proof aside from the edition of 100, printed by Atelier Crommelynk, Paris, published by Petersburg Press, London and New York, 1973, with the artist's copyright blindstamp, the full sheet, 235 x 175mm (9 1/4 x 6 7/8in)(PL)







65

64 AR

DAVID HOCKNEY (BRITISH, BORN 1937)

Man Ray, from Homage to Man Ray (Scottish Arts Council 171) Lithograph printed in colours, 1974, on mould-made Arches, signed, dated and inscribed 'proof XL/L' in pencil, an artist's proof aside from the numbered edition of 100, printed by Atelier Desjobert, Paris, published by Galleria II Fauno, Turin in 1976, the full sheet, 650 x 505mm (25 5/8 x 19 7/8in)(SH)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

65 AF

DAVID HOCKNEY (BRITISH, BORN 1937)

Beautiful and White Flowers, from Illustrations for Fourteen Poems from C.P. Cavafy (MCA Tokyo 58)

Etching with aquatint, 1966, on hand-made Crisbrook wove, signed, dated and numbered 3/75 in pencil, printed by Maurice Payne and Danyon Black at Alecto Studios, London, published by Editions Alecto, London, with wide margins, 360 x 230mm (14 1/4 x 9 1/8in) (PL)

£1,500 - 2,000 €2,100 - 2,800 US\$2,400 - 3,100

66 AR

DAVID HOCKNEY (BRITISH, BORN 1937)

Tree (Scottish Arts Council 61; MCA Tokyo 61) Lithograph printed in colours, 1968, on mould-made Rives BFK, signed, dated and numbered 94/95 in pencil, printed by Atelier Desjorbet, Paris, published by Petersburg Press, London, with full margins, 650 x 500mm (25 1/2 x 19 3/4in)(SH)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

DAVID HOCKNEY (BRITISH, BORN 1937)

What is this Picasso?, from The Blue Guitar (Scottish Arts Council 77; MCA Tokyo 197) Etching with softground and aquatint printed in colours, 1977, on mould-made Inveresk, signed and numbered 141/200 in pencil, printed and published by Petersburg Press, London, with margins, 345 x 425mm (13 1/2 x 16 3/4in)(PL)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700



67

DAVID HOCKNEY (BRITISH, BORN 1937)

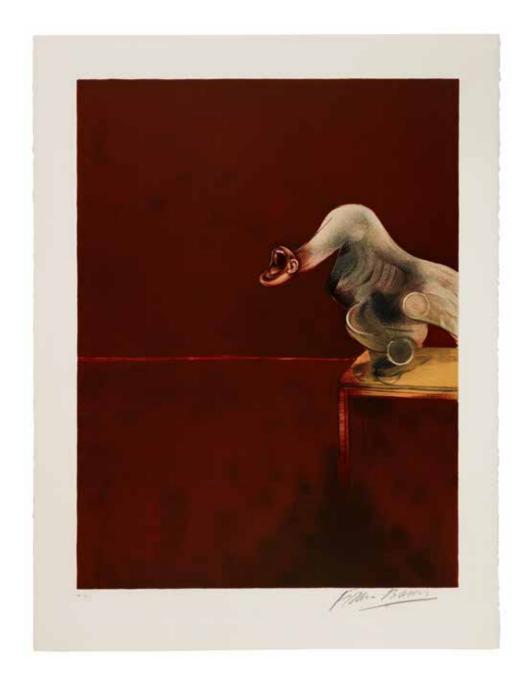
Anne Combing Her Hair (MCA Tokyo 215; Gemini 830)

Lithograph, 1979, on hand-made Koller, signed, dated and numbered 60/75 in pencil, printed and published by Gemini G.E.L., Los Angeles, with their blindstamp, the full sheet, 597 x 800mm (23 1/2 x 31 1/2in) (SH)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700



68

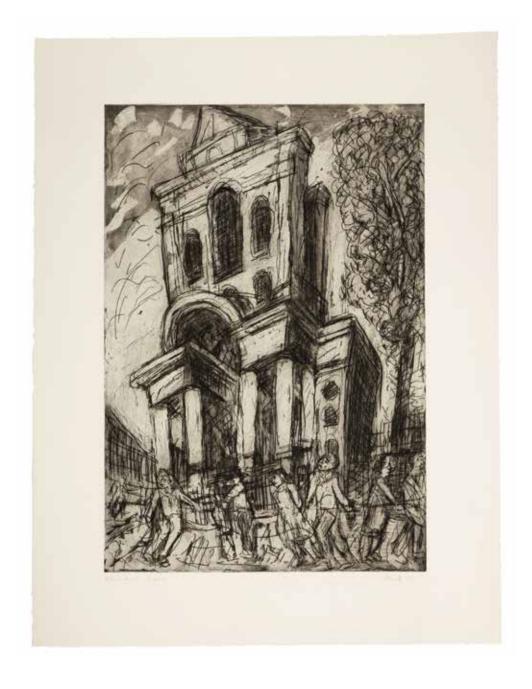


FRANCIS BACON (BRITISH, 1909-1992)

Right Hand Panel, from Second Version of Triptych 1944 (Sabatier 24)

Lithograph printed in colours, 1989, on Arches, signed and inscribed 'H.C.' in pencil, one of twenty-three hors commerce impressions aside from the numbered edition of 60, printed by Art Estampe, Paris, published by Michael Archimbald for the Librarie Séguier for ICRAM-Centre Pompidou, Paris, with full margins, 750 x 565mm (29 1/2 x 22 1/4in)(SH) (unframed)

£6,000 - 8,000 €8,300 - 11,000 US\$9,400 - 13,000



LEON KOSSOFF (BRITISH, BORN 1926)

Christchurch, Spring
The rare etching with aquatint, 1992, on wove, signed, titled and dated in pencil, a proof aside from the numbered edition of 25, printed at Studio Prints, London, with their blindstamp, with full margins, 593 x 402mm (23 3/8 x 16in) (PL) (unframed)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000

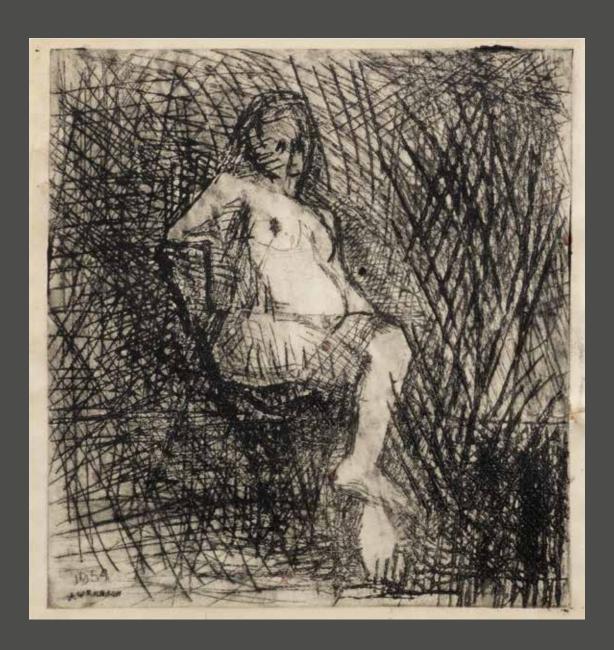
FRANK AUERBACH

'These were all based on life drawings done at the Royal College of Art or at the Borough Polytechnic. I chose six drawings which were still fairly fresh in my mind, out of several hundred (the vast majority of these drawings I later destroyed)...

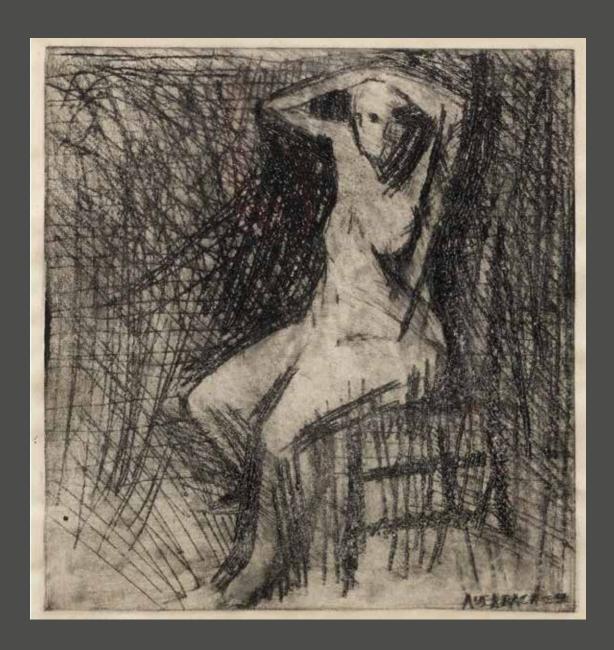
The drypoints were scratched on to pieces of alloy six inches square, bought from Romanys of Camden High Street for 6d. each. They were done with a nail, set into a pen holder with sealing wax, and printed by rubbing the back of a spoon over the back of the dampened paper. It was all very laborious; there was a lot of burnishing.

There was never a final edition. I think there may be a dozen complete sets, they belong mostly to friends, often painters.'

Michael Podro, *Frank Auerbach: The Complete Etchings* 1954-1990, (London: Marlborough Graphics, 1990)



71 AR
FRANK AUERBACH (BRITISH, BORN 1931)
Nude Seated on a Folding Chair, from Six Drypoints of the Nude (Podro 5)
Drypoint, 1954, on wove, a rare impression, one of a small number of proofs (there was no published edition), with small margins, 150 x 148mm (6 x 6in)(PL)



72 AR
FRANK AUERBACH (BRITISH, BORN 1931)
Nude Seated with Arms Above her Head, from Six Drypoints of the Nude (Podro 3)
Drypoint, 1954, on wove, a rare impression, one of a small number of proofs (there was no published edition), with small margins, 150 x 148mm (6 x 6in)(PL)



73 AR
FRANK AUERBACH (BRITISH, BORN 1931)
Nude in Profile, from Six Drypoints of the Nude (Podro 6)
Drypoint, 1954, on wove, a rare impression, one of a small number of proofs (there was no published edition), with small margins, 150 x 148mm (6 x 6in)(PL)



FRANK AUERBACH (BRITISH, BORN 1931)

R.B. Kitaj, from Six Etchings of Heads (Podro 10) Etching printed in black and grey, 1980-81, on Arches, signed, titled, dated '80, inscribed 'proof' and dedicated 'with love to Barbara, Frank' in pencil, one of ten artist's proofs aside from the numbered edition of 50, printed by Terry Wilson at Palm Tree Studios, London, with their blindstamp, with full margins, 150 x 135mm (6 x 5 1/4in)(PL)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

74

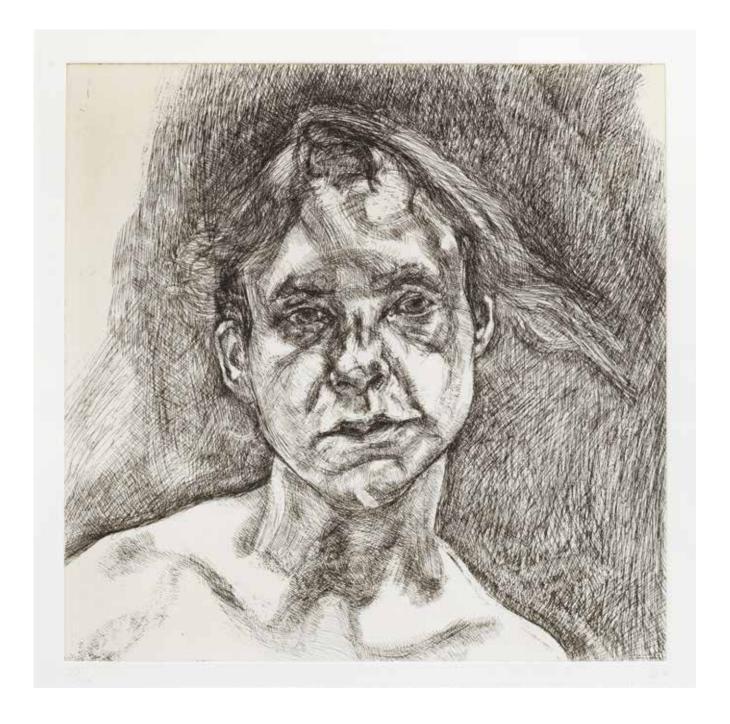


75 AR

FRANK AUERBACH (BRITISH, BORN 1931)

Etching printed with tone, 2009, on Somerset Velvet, signed, titled and numbered 83/100 in pencil, printed by Marc Balakjian at Studio Prints, London, loose as issued, with full margins, 180 x 150mm (PL), together with a copy of the book, *Frank Auerbach* by William Feaver, published by Rizzolo, New York, within the black cloth covered portfolio case, the title printed in silver on the uppers, overall 325 x 270mm (12 3/4 x 10 5/8in) (folio)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700



76 * AR LUCIAN FREUD (BRITISH, 1922-2011)

Head of a Naked Girl (Figura 60) Etching printed with tone, 2000, on Somerset White, initialled and numbered 22/46 in pencil, printed by Marc Balakjian at Studio Prints, London, published by Matthew Marks Gallery, New York, with full margins, 380 x 380mm (15 x 15in)(PL)

£15,000 - 20,000 €21,000 - 28,000 US\$24,000 - 31,000



RICHARD HAMILTON (BRITISH, 1922-2011)

Untitled (not in Lullin)

Lift ground etching and roulette,

circa 1950, on laid mounted on black card, inscribed 'Best Wishes, from Richard & Terry' in white ink on the inside of the card, printed by the artist at the Slade School of Art, London, 180 x 100mm (7 x 4in) (SH); card 250 x 160mm (9 7/8 x 6 1/4in)(SH)

£3,000 - 5,000 €4,200 - 6,900 US\$4,700 - 7,900

Exhibited

London, Anthony d'Offay, Richard Hamilton: Drawings, Prints and Paintings 1941-55, 1980, cat.30.

"There must be over fifty plates before Structure, a print which I now see as the beginning of real invention in the medium. The image relates to a student phase of painting, elementary in its plastic content, which explored the primary paradox of paint- the supremacy of surface organization of the canvas, and the inevitability of three-dimensional readings ensuing from the articulation of that surface with marks. Technically the print is quite ingenious, for the ink is held by combinations of aquatint and deeply etched cavities, some of which are asymetrically formed to provide gradations when wiped in the right direction."

Richard Hamilton, *Collected Words: 1953-1982*, (London: Thames and Hudson, 1982), 85.

The etchings made by Hamilton in 1950 and 1951 were pictorial experiments inspired by his intense reading of the book on morphology *On Growth and Form* by D' Arcy Wentworth Thompson, by conversations with the English constructivist William Turnbull and his interest in Paul Klee's *Pedagogical Sketchbook*.

The composition of *Untitled*, offered in the present lot, bears resemblance to a larger work, *Structure* (see Lullin 40), from 1950. *Untitled* exemplifies the one clear preoccupation that is palpable in Hamilton's work in the latter part of his studentship: the use of minimal elements to articulate the picture surface. The little sticklike units employed to delineate the surface structure are carefully placed by a consideration of the plane and its given edges and the implications of the inevitable three-dimensional spatial connotations. Given the concentration in these early works on spatial configuration, *Untitled* emerges as a deliberate selection from a larger composition, rather than a fragment.

Structure was never formally published in an edition; only a few impressions were pulled by the artist at the Slade School, London. A few impressions numbered out of 20 exist, but it is unlikely that over half of the intended proofs were printed. In its deliberate cropping and new function as a greeting card, *Untitled* is presumably a unique work that permeates the essence of Hamilton's early explorations of formal organisation of the picture plane and perspective.

UnitIted was intended as a greeting card from the artist and his first wife Terry. The intimate size of the composition echoes the work's personal relevance in its message "Best wishes, from Richard and Terry". In 1947, Hamilton married Terry O'Reilly, whom he had met while working as an engineering draftsman at EMI during World War II. In 1962 Terry was tragically killed in a car crash.



RICHARD HAMILTON (BRITISH, 1922-2011) Collected Words (Lullin 128-136)

The complete boxed set, 1982, comprising nine collotypes with screenprint, on Ivorex mounted on board, each signed and numbered 22/100 in pencil, together with a copy of 'Collected Words' by Richard Hamilton, the volume signed and numbered in pencil, this copy number 22, from the deluxe edition of 60, printed by the artist, Eberhard Schreiber and Frank Kicherer, Stuttgart, published by Waddington Graphics, London, with the original beige linen-covered portfolio box, overall 505 x 400mm (20 x 15 3/4in) (9 & vol)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000







80 81



79 AR

RICHARD HAMILTON (BRITISH, 1922-2011)

Bathers (b) (Lullin 74)

Dye transfer in colours, 1969, on dye transfer paper mounted on board, signed and numbered 7/75 in pencil on the support, printed by the artist at Creative Colour, Hamburg, published by Petersburg Press, London, the full sheet, 485 x 635mm (19 x 25in)(SH) (unframed)

£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700

RICHARD HAMILTON (BRITISH, 1922-2011)

Oculist Witness (Not in Lullin)

Screenprint and lithograph printed in silver and gold, circa 1966, on wove, signed and inscribed 'after Duchamp' in pencil, with margins, 760 x 508mm (30 x 20in) (SH)

£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,400

Hamilton's involvement with Duchamp's work culminated in his reconstruction in 1965-6 of Duchamp's masterpiece The Bride Stripped Bare by her Bachelors, Even (The Large Glass) which was shattered during transit in 1926.

Hamilton's reconstruction was exhibited along with various photographs of details and the work in progress at Hatton Gallery, Newcastle upon Tyne, between 16-27 May 1966, before it was included in the Duchamp retrospective The Almost Complete Works of Marcel Duchamp at Tate Gallery during June-July 1966.

The impression offered in this lot is most likely a stage proof before letters for the Hatton Gallery poster designed by Hamilton.

81 AR

BRIDGET RILEY (BRITISH, BORN 1931)

Two Blues (Schubert 52)

Screenprint in colours, 2003, signed, titled, dated and numbered 211/250 in pencil, printed at Artizan Editions, Hove, with full margins, 385 x 380mm (15 1/8 x 14 7/8in)(I)

£2.500 - 3.500 €3,500 - 4,900 US\$3,900 - 5,500

82 AR

BRIDGET RILEY (BRITISH, BORN 1931)

Untitled (Winged Curve) (Schubert 7) Screenprint, 1966, on wove, signed, dated and numbered 9/75 in pencil, printed by Kelpra Studio, London, with full margins, 575 x 625mm (22 5/8 x 24 5/8in)(SH)

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 24,000



PATRICK CAULFIELD (BRITISH, 1936-2005) Still Life

Offset lithograph printed in colours, 1966, on wove, signed and numbered 51/100 in black ink, published by Robert Elkon Gallery, New York, with their rubber stamp exhibition details verso, the full sheet printed to the edges, 420 x 562mm (16 1/2 x 22in)(SH)

£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,400

83



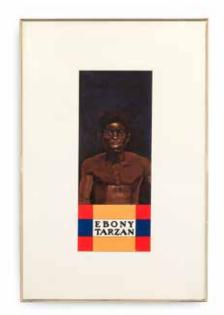
84 AR

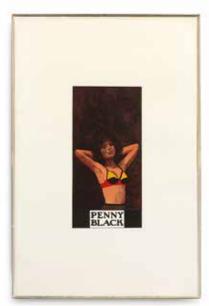
SIR PETER BLAKE (BRITISH, BORN 1932)

Tattooed Lady (Green)

Screenprint in colours, 1985, on Arches, signed and inscribed 'printer's proof' in pencil, aside from the numbered edition of 100, published by Waddington Graphics, London, the full sheet, 1210 x 806mm (47 3/4 x 31 3/4in)(SH) (unframed)

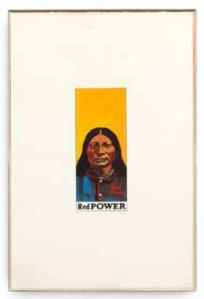
£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,400









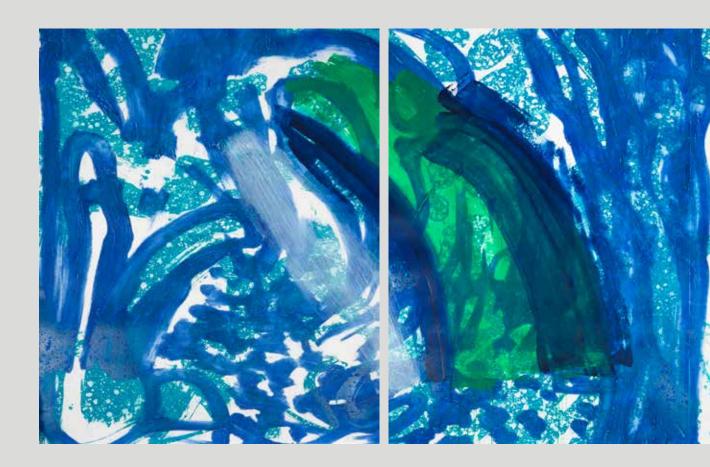


SIR PETER BLAKE (BRITISH, BORN 1932)

The Wrestlers

The complete set, 1972, comprising five screenprints in colours, titled 'Ebony Tarzan', 'The Taureg', 'Red Power', 'Penny Black', 'Pretty Boy Michelangelo', each on wove, each signed and numbered 34/125 in pencil, published by Waddington Galleries, London, each with full margins, 460 x 300mm (18 x 12in)(SH) (5)

£2,500 - 3,500 €3,500 - 4,900 US\$3,900 - 5,500



SIR HOWARD HODGKIN (BRITISH, BORN 1932)

Into the Woods, Spring (Heenk 113) Lift-ground etching with aquatint and carborundum printed in ultramarine blue, turquoise, zinc white and ocean blue, with extensive hand-colouring in green, phthalo blue and zinc white acrylic, 2001-2002, on two sheets of Arjo Wiggins Moulin du Gué, initialled, dated 'MMV' and dedicated 'for Claire' in pencil, one of three printer's proofs aside from the numbered edition of 19, printed at 107 Workshop, Wiltshire, published by Alan Cristea Gallery, London, the full sheets, each sheet 2032 x 1333mm (80 x 52 1/2in), overall 2032 x 2660mm

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000

(80 x 105in)(SH) (2) (unframed)





SIR HOWARD HODGKIN (BRITISH, BORN 1932)

Into the Woods, Summer (Heenk 114)

Lift-ground etching with aquatint and carborundum printed in two shades of green, turquoise blue and zinc white, with extensive handcolouring in red, cerulean blue and zinc white and bright opaque green and zinc white acrylic, 2001-2002, on two sheets of Arjo Wiggins Moulin du Gué, initialled, dated 'MMV' and dedicated 'for Claire' in pencil, one of three printer's proofs aside from the numbered edition of 19, printed at 107 Workshop, Wiltshire, published by Alan Cristea Gallery, London, the full sheets, each sheet 2032 x 1333mm (80 x 52 $\,$ 1/2in), overall 2032 x 2660mm (80 x 105in)(SH) (2) (unframed)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000





SIR HOWARD HODGKIN (BRITISH, BORN 1932)

Into the Woods, Winter (Heenk 116)

Lift-ground etching with aquatint and carborundum printed in bone black and ultramarine blue, Van Dyck and zinc white, with extensive hand-colouring in red, carbon black and cyan acrylic, 2001-2002, on two sheets of Arjo Wiggins Moulin du Gué, initialled, dated 'MMV' and dedicated 'for Claire' in pencil, one of three printer's proofs aside from the numbered edition of 19, printed at 107 Workshop, Wiltshire, published by Alan Cristea Gallery, London, the full sheets, each sheet 2032 x 1333mm (80 x 52 1/2in), overall 2032 x 2660mm (80 x 105in) (SH) (2) (unframed)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000



SIR HOWARD HODGKIN (BRITISH, BORN 1932)

Mango (Heenk 83)

Etching with carborundum printed in viridian green and apricot yellow, with hand-colouring in veronese green egg tempera, 1990-91, on hand-made Du Chene, initialled, dated and numbered 4/55 in pencil, printed at 107 Workshop, Wiltshire, published by Waddington Graphics, London, the full sheet printed to the edges, 760 x 1115mm (29 7/8 x 43 7/8in)(SH)

£4,000 - 6,000 €5,500 - 8,300 US\$6,300 - 9,400





91

90 AR

PATRICK HUGHES (BRITISH, BORN 1939)

Palm Door

Hand-painted 3D multiple with lithography, 1998, signed and inscribed 'proof' in pencil, aside from the numbered edition of 35, printed at 107 Workshop, Wiltshire, published by Flowers Gallery, London, in a perspex presentation box, overall 510 x 630 x 160mm (20 x 24 3/4 x 6 1/4in)

£1,500 - 2,000 €2,100 - 2,800 US\$2,400 - 3,100

91 AR

PATRICK HUGHES (BRITISH, BORN 1939)

Outdoors

Hand-painted 3D multiple with lithography, 1998, signed and inscribed 'proof' in pencil, aside from the numbered edition of 35, printed at 107 Workshop, Wiltshire, published by Flowers Gallery, London, in a perspex presentation box, overall 510 x 630 x 160mm (20 x 24 3/4 x 6 1/4in)

£1,500 - 2,000 €2,100 - 2,800 US\$2,400 - 3,100





93



94

92 AR

PATRICK HUGHES (BRITISH, BORN 1939)

Architecture

Hand-painted 3D multiple with lithography, 1999, signed and inscribed 'proof' in pencil, aside from the numbered edition of 35, printed at 107 Workshop, Wiltshire, published by Flowers Gallery, London, in a perspex presentation box, overall 415 x 870 x 170mm (16 3/8 x 34 1/4 x 6 3/4in)

£2,500 - 3,500 €3,500 - 4,900 US\$3,900 - 5,500

93 AR

PATRICK HUGHES (BRITISH, BORN 1939)

Popular

Hand-painted 3D multiple with archival inkjet, 2013, signed and numbered 'AP 10/10' in pencil, aside from the numbered edition of 50, published by Flowers Gallery, London, in a perspex presentation box, overall 460 x 1000 x 175mm (18 1/8 x 39 1/2 x 7in)

£4,000 - 6,000 €5,500 - 8,300 US\$6,300 - 9,400

94 AR

PATRICK HUGHES (BRITISH, BORN 1939)

Poppier

Hand-painted 3D multiple with archival inkjet, 2014, signed and numbered 'AP 10/10' in pencil, aside from the numbered edition of 50, published by Flowers Gallery, London, in a perspex presentation box, overall 450 x 1010 x 175mm (17 3/4 x 39 3/4 x 7in)

£4,000 - 6,000 €5,500 - 8,300 US\$6,300 - 9,400





96

95 AR

JULIAN OPIE (BRITISH, BORN 1958)

Winter 34. (Not in Cristea)

Digital print in colours, 2012, on Epson Premium Glossy photo paper laminated to glass and mounted to a white chamfered acrylic backing designed by the artist, signed in ink and numbered 2/3 on a label affixed verso, published by Alan Cristea Gallery, London, 680 x 1210mm (26 3/4 x 47 5/8in) (SH)

£3,000 - 5,000 €4,200 - 6,900 US\$4,700 - 7,900

96 AR

ANTONY GORMLEY RA (BRITISH, BORN 1950)

Standing Matter

Etching printed with tone, 2010, on Fabriano Tiepolo, signed and numbered 28/80 in pencil verso, printed by Thumbprint Editions, London, with full margins, 315 x 495mm (12 3/8 x 19 1/2in)(PL)

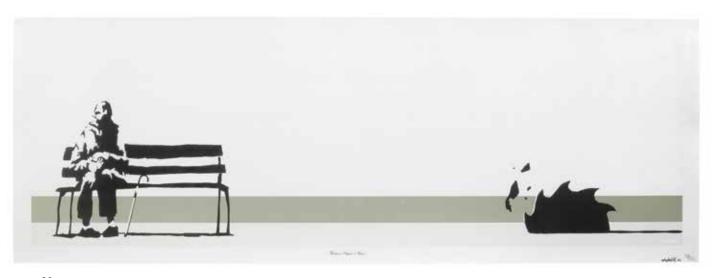
£2,000 - 3,000 €2,800 - 4,200 US\$3,100 - 4,700



JULIAN OPIE (BRITISH, BORN 1958)

Lawyer, from Walking in London 1 (Not in Cristea) Inkjet on lenticular acrylic panel, 2014, signed in black ink and numbered 2/50 on a label affixed verso, published by Alan Cristea Gallery, London, in the artist's designated brushed aluminium frame, 835 x 485mm (32 7/8 x 19 1/8in)(SH)

£6,000 - 8,000 €8,300 - 11,000 US\$9,400 - 13,000



98 AR

BANKSY (BRITISH, BORN 1975)

Weston-Super-Mare

Screenprint in colours, 2003, on wove, signed and dated in black ink and numbered 20/750 in pencil, published by Pictures on Walls, London, with full margins, 350 x 995mm (13 3/4 x 39 1/8in)(SH)

£5,000 - 7,000 €6,900 - 9,700 US\$7,900 - 11,000

This work is accompanied by a certificate of authenticity issued by Pest Control Office.

99 AR

BANKSY (BRITISH, BORN 1975)

Screenprint in colours, 2004, on wove, signed and numbered 1/8 in pencil, published by Pictures on Walls, London, with full margins, 495 x 345mm (19 1/2 x 13 1/2in) (SH)

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 24,000

This work is accompanied by a certificate of authenticity issued by Pest Control Office.

We have found no record of this colour variant ever having been offered at auction.





BANKSY (BRITISH, BORN 1975)

Happy Choppers

Screenprint in colours, 2003, on wove, signed and dated in black ink, numbered 4/750, published by Pictures on Walls, London, with full margins, 700×500 mm (27 $1/2 \times 19 5/8$ in)(SH)

£6,000 - 8,000 €8,300 - 11,000 US\$9,400 - 13,000

This work is accompanied by a certificate of authenticity issued by Pest Control Office.



BANKSY (BRITISH, BORN 1975)

Kate Moss (Original Colourway) Screenprint in colours, 2005, on wove, signed, dated and numbered 48/50 in pencil, published by Pictures on Walls, London, with full margins, 700 x 700mm (27 1/2 x 27 1/2in) (SH)

£35,000 - 55,000 €49,000 - 76,000 US\$55,000 - 86,000

This work is accompanied by a certificate of authenticity issued by Pest Control Office.



BANKSY (BRITISH, BORN 1975)

Balloon Girl

Screenprint in black and red, 2004, on wove, signed, dated and numbered 79/150 in pencil, published by Pictures on Walls, London, the full sheet, 653 x 592mm (25 5/8 x 23 1/4in)(SH)

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

This work is accompanied by a certificate of authenticity issued by Pest Control Office.

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GLOSSARY OF PRINTMAKING TERMS

AQUATINT

An etching process in which tone is created by treating a plate with fine particles of acid-resistant material (powdered resin) and then placing the plate in an acid bath. The acid bites into the plate between the grains of resin, and when printed, the mass of tiny spots produces a textured area with tonal effects similar to water colour wash.

ARTIST'S PROOF /EPREUVE D'ARTISTE

Impressions printed especially for the artist and excluded from the numbering of an edition, but exactly like the editioned prints in every other respect. Usually appears as "A.P" or "E.A."

BLINDSTAMP

The embossed, inked, or stamped symbol used by printers and print workshops, usually in the margin of the paper as a mark of identification.

BON À TIRER

The proof approved by the artist which establishes the standard for all of the other prints in the edition.

BURR

When using a drypoint needle or other engraving tool to draw directly into a metal plate small fine pieces of metal are raised up on both sides of the scored line. This burr holds additional ink during the printing process and gives the lines a velvety or fuzzy texture. Burr is very delicate and consequently is easily worn down during the pressures of the printing process. Early pulls or impressions taken from such plates are characterised by rich burr. In the case of Old Master prints especially, the quantity and evidence of burr can sometimes be used as an aid in determining how early the impression was pulled.

CANCELLATION PROOF

In printmaking, when the edition is complete, the matrix - a block, plate, stone, Mylar or other - is effaced, crossed out or otherwise "cancelled." An impression is then taken from this matrix, showing that the plate has been "cancelled." This ensures that no further uncancelled impressions can be pulled.

CARBORUNDUM

The trade name of silicon carbide, carborundum began its use in printmaking as an abrasive which was used in effacing lithographic stones. The particles, when mixed together with glue can also be used to draw on a plate – sometimes creating a raised surface – which is then inked and printed with the ink being held in the spaces between the particles. The resulting prints are often textured due to the raised areas of the printing surface.

CATALOGUE RAISIONNÉ

A scholarly catalogue which should include all the known works by an artist at the time of publication. Essential information by which works are identified is included.

CHINE APPLIQUE

Chine appliqué or chine collé is a method of papermaking characterized by affixing a thin sheet of smooth white paper, also called china paper or chine, with glue or water, to a sturdy woven paper, which acts as a support sheet. When the paper is run through the press during the printing process, the two sheets are firmly bonded together.

COLOPHON/JUSTIFICATION

A note, usually at the end of a book or portfolio of prints, giving all or some of the following information: name of work, author, printer, place of printing, date, size of edition.

DECKLE EDGE

The natural, untrimmed edge of handmade paper usually slightly uneven and sometimes slightly thinner than the rest of the sheet.

DRYPOINT

An intaglio process in which a plate is marked or incised directly with a needle. The drypoint line can look very much like an etched line but is usually lighter and characterized by the existence of burr.

EDITION

The total number of impressions pulled of a single image or sets of images from the same matrix. To this number the artist usually authorizes the addition of a small number of artist's, printer's, publisher's and other proofs.

EMBOSSING

A printmaking process used to create a raised surface or raised element, but printed without ink.

ENGRAVING

An intaglio process in which a plate is marked or incised directly with a burin or other metal-marking tool. No acid is used in this process since the design is dug out by hand. An engraved line can range from very deep and wide, to lighter and thinner and is often characterized by a pointed end signaling the exit of the "v" shaped burin from the metal.

ETCHING

An intaglio process in which a plate is treated with an acidresistant ground. The artist then draws through the ground with various tools to expose the metal. The plate is then immersed in an acid bath where the acid "bites" or chemically dissolves the exposed lines. The metal plate is therefore "carved" or "etched" by the acid rather than by a tool directly in the metal.

FOUL-BITING

In printmaking, when the acid-resistant ground on a metal plate does not keep the acid entirely out, irregularities can appear. These "bitten" areas will, when the plate is printed, catch ink and appear as spots or oddly inked areas.

FRONTISPIECE

Illustration in a book opposite the title page.

HORS-COMMERCE/ "H.C"

Meaning "outside of the commercial edition" these proofs, not originally intended for sale, are excluded from the numbering of an edition, but are otherwise exactly like the edition prints in every other respect.

INTAGLIO

All matrices which have either been cut into or "bitten" into. The resulting "dug out" lines are printed. Intaglio processes include etching, aquatint, engraving, mezzotint and metal engravings, among others.

LINOCUT/LINOLEUM CUT

A relief process, like a woodcut where the artist carves the design out of the linoleum or linoleum mounted onto wood. What remains is printed, rather than what is cut away.

LITHOGRAPHY

A planographic printing process where a drawing is made directly on a stone or other smooth matrix with greasy materials such as lithographic crayon. The surface is then dampened with water, which is repelled by the greasy areas The surface is then rolled with greasy printing ink, which adheres only to the greasy areas and is itself repelled by the areas which have water. The drawn image is then printed. A separate stone is required for each colour.

MATRIX

The base from which the print is made. This can be anything – a standard metal plate or lithographic stone, a potato or vinyl record, a stencil, anything from which you print.

MEZZOTINT

An intaglio method in which the entire surface of the plate is roughened by a spiked tool ("rocker") so that, if inked, the entire plate would print in solid black. The artist then works from "black" to "white" by scraping (or burnishing) out areas to produce lighter tones.

MONOTYPE

A unique image printed from an unworked smooth, metal or glass surface painted in ink by the artist.

MONOPRINT

A print which has as its base an etching, lithograph or woodcut and which is then uniquely altered by monotype colouring, inking, or choices in paper colour.

OFFSET PRINTING

Method of printing in which the inked image from a lithographic stone, a metal plate or other matrix is first transferred to an intermediary such as a rubber cylinder or blanket and then to paper, thus creating an image in the same direction as the original.

PHOTO-ETCHING/PHOTOGRAVURE

An intaglio printmaking process in which an image is produced on an etching plate by photographic means .

PHOTO-LITHOGRAPH

A process in which an image is produced on a lithographic plate by photographic means.

PLANOGRAPHIC PRINT

Printing from a flat surface. Planographic processes include lithography and some forms of commercial printing.

PLATEMARK

The imprint in the paper resulting from the edge of a metal plate being pushed into it during the pressure of the printing process.

PLATE TONE

A veil of ink intentionally left on the surface of the plate during printing which creates delicate areas of tone or shading.

POCHOIR

A printing process using stencils, originally used to simulate hand-colouring.

PRINTER'S PROOFS

Impressions printed especially for the printer(s) and excluded from the numbering of an edition, but exactly like the editioned prints in every respect. Usually appears as "P.P".

PROGRESSIVE PROOFS

In printmaking, a series of proofs taken to show each individual color plate and each combination of them culminating in the final, complete version.

PUBLISHER

The person or entity who subsidises and often initiates the making of a print edition or portfolio and who also disseminates the prints.

RELIEF PRINTING

A category of printmaking in which a design on a flat surface is carved with a knife or chisel, removing the areas that the printmaker does not want to be printed. When the surface is then rolled with ink and printed, the resulting impression will only show the lines and shapes of the design left on the unworked surface by the artist. The most common types of relief prints are woodcut, wood engraving, and linocut.

SCREENPRINT/ SILKSCREEN

A printing process using stencils to block out areas which are then printed through silk, other fabric or metal mesh.

SOFT GROUND ETCHING

An etching technique where a soft ground is laid on the metal plate. The artist draws onto a piece of paper which is laid down on top of the ground. The ground adheres to the paper where the pencil or other tool has pressed down into it through the paper and pulls away when the paper is lifted The resulting "marked" plate is placed in an acid-bath where the acid "bites" into the more exposed areas where the ground has been "lifted". The line created is often soft and grainy.

STATE

An impression taken from the plate at a particular moment or stage of development and distinguished from impressions taken at other times during that process. The final State is the state from which editions are generally pulled, although some artists pull several impressions in each state.

STEEL FACING

When a metal intaglio plate is covered with a thin deposit of steel using electrolysis creating a much harder surface which can accommodate larger numbers of printings before wear becomes evident.

TRIAL PROOF/ WORKING PROOF

An early proof, often incorporating artist's revisions and changes and generally not identical to the numbered, editioned prints.

TUSCHE

Grease in stick or liquid form used principally for drawing in lithography.

WATERMARK

Design in the paper seen when held against the light. A manufacturer's mark, it is used to trace the origin and date of the paper.

WOODCUT

A relief technique where the image or design is left raised above what is carved out of the wood. What is not carved is printed.

MODERN BRITISH AND IRISH ART

Wednesday 10 June 2015 at 3pm New Bond Street, London

CHRISTOPHER RICHARD WYNNE NEVINSON (1889-1946)

Mule Team (detail)
oil on canvas laid on board
63.5 x 76.2 cm. (25 x 30 in.)
Painted September 1917-March
1918
£250,000 - 350,000

VIEWING

5 - 10 June 2015

ENQUIRIES

+44 (0) 20 7468 8297 britart@bonhams.com



Bonhams

LONDON

POST-WAR & CONTEMPORARY ART

Wednesday 1 July 2015 New Bond Street, London

MIQUEL BARCELÓ

Vilanova, 1984 mixed media on canvas 193 by 203 cm. (76 by 79 15/16 in.)

£150,000 - 200,000

ENQUIRIES

+44 (0) 20 7468 5864 ralph.taylor@bonhams.com

Closing date for entries Friday 1 May



Bonhams

LONDON

PRINTS AND MULTIPLES

Tuesday 14 July 2015 at 2pm New Bond Street, London

REMBRANDT HARMENSZ VAN RIJN (DUTCH, 1606-1669)

The Three Trees (Bartsch 212)
Etching, engraving and drypoint, 1643
a fine rich impression, printing with
contrasts and considerable burr
213 x 279mm (PL)
£80,000 - 120,000

VIEWING

12 - 14 July <u>2015</u>

ENQUIRIES

+44 207 468 8294 suzanne.irvine@bonhams.com



Bonhams

LONDON

PRINTS AND MULTIPLES

Wednesday 16 September 2015 Knightsbridge, London

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

Sold for £4,375

Viszla A (Wiseman 124) Etching with aquatint printed in colours, 1980, from the edition of 75, with margins, 545 x 685mm

ENQUIRIES

+44 (0) 20 7393 3941 robert.jones@bonhams.com

Closing date for entries Monday 10 August



Bonhams

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.

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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 $\ensuremath{\textit{Bonhams}}$ sells a $\ensuremath{\textit{Lot}}$ as principal, not on our behalf and any Contract for Sale is between the Buyer and the Seller and not with us. If Bonhams sells a Lot as principal this will either be stated in the Catalogue or an announcement to that effect will be made by the Auctioneer, or it will be stated in a notice at the Sale or an insert in the Catalogue.

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

2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory 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 Buver will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

You should come to our Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the $\ensuremath{\textit{Bidder}}$ 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 Buyer. This is our Buyer's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been

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

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

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

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VA

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

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

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

- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buver's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the Hammer Price, but VAT at the prevailing rate will be added to Buyer's Premium which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, 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 *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue **Terms**

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

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

21. PICTURES

Explanation of Catalogue **Terms**

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

- "Jacopo Bassano": in our opinion a work by the artist.
 When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction:
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pubil:
- "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 Δ and VAT is payable by the purchaser, at the standard rate, on the Hammer Price, unless the wines are to remain under Bond. Buyers requiring their wine to remain in Bond must notify Bonhams at the time of the Sale. The Buyer is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such Lots must be transferred or collected within two weeks of the Sale.

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

Bottling Details and Case Terms

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

CB – Château bottled
DB – Domaine bottled

EstB - Estate bottled

BB - Bordeaux bottled

BE – Belgian bottled FB – French bottled

GB - German bottled

OB – Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc – individual wooden case

oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

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.

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. 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

FAILURE TO PAY FOR THE LOT

8

- 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 hehalf

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 to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is 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.
- 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 Seller
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- .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 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
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of 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
- "Business" includes any trade, Business and profession.
- "Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".
- "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.
- "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*)
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

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

GLOSSARY

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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