

An abstract painting featuring a stone archway in the foreground, rendered in soft, textured brushstrokes. Above the arch, a string of colorful bunting flags stretches across the frame. Four larger, rectangular flags in shades of orange and brown are positioned at the top. The background is a warm, yellowish-tan color with visible brushwork. The overall style is painterly and expressive.

MODERN BRITISH AND IRISH ART

Tuesday 27 March 2018

Bonhams

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Mary M. M. M. M.



MODERN BRITISH AND IRISH ART

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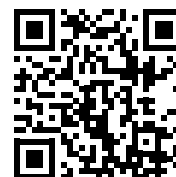
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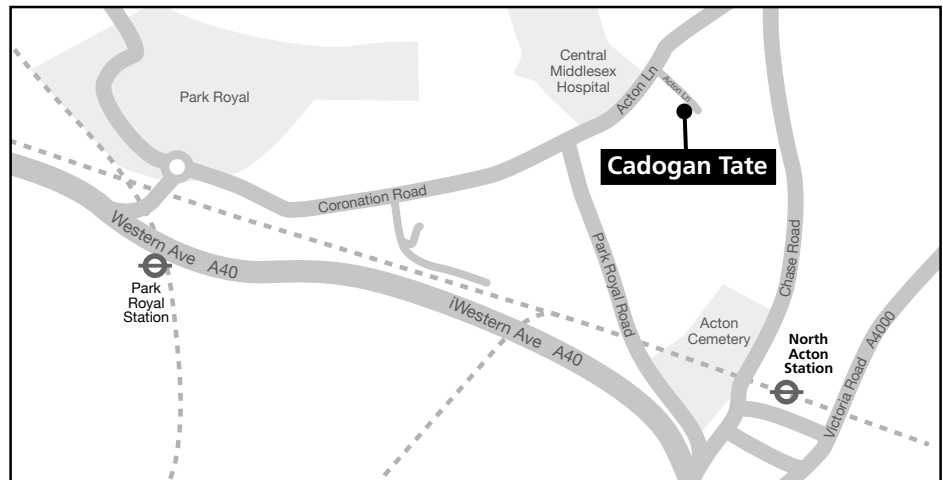
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1

1

GWEN JOHN (BRITISH, 1876-1939)

Portrait of Auguste Rodin
stamped with Estate stamp 'Gwen John' (lower left)
pencil

17 x 15cm (6 11/16 x 5 7/8in).

Executed circa 1910

£3,000 - 5,000

€3,400 - 5,600

Provenance

Sale; Sotheby's, London, 3 July 2002, lot 19

Sale; Christie's, South Kensington, 11 May 2005, lot 5, where acquired by the present owner

Exhibited

Tenby, Tenby Museum and Art Gallery, *Gwen and Augustus John*, Summer 2016-Summer 2017



2

2

GWEN JOHN (BRITISH, 1876-1939)

Portrait of a Lady
stamped with Estate stamp 'Gwen John' (lower right)
pencil

16 x 11.5cm (6 5/16 x 4 1/2in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

Sale; Christie's, South Kensington, 11 March 2004, lot 13, where acquired by the present owner

Exhibited

London, Faerber and Maison Ltd, *Gwen John Exhibition*, June 1970, cat.no.43

Tenby, Tenby Museum and Art Gallery, *Gwen and Augustus John*, Summer 2016-Summer 2017

3

GWEN JOHN (BRITISH, 1876-1939)

The Victorian Sisters
stamped with Estate stamp 'Gwen John' (lower left)
gouache
16.5 x 11cm (6 1/2 x 4 5/16in).
Executed circa 1928-33

£6,000 - 8,000

€6,800 - 9,000

Provenance

Sale; Christie's, London, 17 November 2006, lot 20, where acquired by the present owner

Exhibited

New York, Davis & Langdale Company, Inc., *Gwen John 1876-1939*, 2-27 February 1988, cat.no.39
Tenby, Tenby Museum and Art Gallery, *Gwen and Augustus John*, Summer 2016-Summer 2017



3

4

GWEN JOHN (BRITISH, 1876-1939)

Young Girl with Bobbed Hair
stamped with Estate stamp 'Gwen John' (lower right)
charcoal, gouache and wash
22.5 x 21cm (8 7/8 x 8 1/4in).
Executed in the late 1910s

£4,000 - 6,000

€4,500 - 6,800

Provenance

Sale; Christie's, London, 17 November 2006, lot 23, where acquired by the present owner

Exhibited

New York, Davis & Langdale Company, Inc., *Gwen John (1876-1939): Paintings, Watercolours, Drawings*, 3 April-28 May 1993, cat.no.15
Tenby, Tenby Museum and Art Gallery, *Gwen and Augustus John*, Summer 2016-Summer 2017



4



6



7



5

5 AR

SIR MATTHEW SMITH (1879-1959)

Madonna and Child

pastel

29.5 x 22.5cm (11 5/8 x 8 7/8in).

£800 - 1,200

€900 - 1,400

Provenance

With The Little Gallery

Sale; Christie's, South Kensington, 28 April 1999, lot 4

6 AR

AUGUSTUS EDWIN JOHN O.M. (BRITISH, 1878-1961)

Woman in a Shawl

stamped with Studio Sale stamp (on paper verso)

black chalk

42.5 x 27cm (16 3/4 x 10 5/8in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

The Artist's Studio Sale; Christie's, London, 20 July 1962 (part lot, details untraced)

7 AR

AUGUSTUS EDWIN JOHN O.M. (BRITISH, 1878-1961)

Portrait Study of Trelawny Dayrell-Reed

pencil

45 x 31cm (17 11/16 x 12 3/16in).

£1,000 - 2,000

€1,100 - 2,300

Provenance

With Gallery Edward Harvane, 1975

Sale; Christie's, London, 9 June 1988, lot 252

With Christopher Hull Gallery, 1990

8 AR

AUGUSTUS EDWIN JOHN O.M. (BRITISH, 1878-1961)

Study of the Artist's Son, Caspar

signed 'John' (lower left)

pencil

35.6 x 25.4 cm. (14 x 10 in.)

£3,000 - 5,000

€3,400 - 5,600

Provenance

With The Adams Gallery, London, where acquired by the present owner

Private Collection, U.K.

We are grateful to Rebecca John for her assistance in cataloguing this lot.

9 AR

AUGUSTUS EDWIN JOHN O.M. (BRITISH, 1878-1961)

The Sisters

pen and ink and pencil

16.5 x 13cm (6 1/2 x 5 1/8 in).

with a further pencil drawing of a dancing figure by the same hand to the reverse

together with a further pen and ink drawing of a man by the same hand (2)

Executed circa 1898

£1,200 - 1,800

€1,400 - 2,000

Provenance

With Mercury Gallery, where acquired by the family of the present owner, 31 January 1968



8



9



10

10 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Marchesa Casati

bronze

29.5cm (11 3/4in)(high, excluding base)

Conceived in 1918

£3,000 - 5,000

€3,400 - 5,600

Literature

Richard Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.96, (ill.pl.147, another cast)

Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, no.95 (ill., another cast)

11 AR

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

Helen, The Yellow Scarf

signed, inscribed with Artist's address and titled 'Carel Weight/33 Spencer Rd/SW 18/The Yellow Scarf' (on label attached to the reverse of the frame); bears inscription 'C Weight' (on board verso)

oil on board

86 x 58.5cm (33 7/8 x 23 1/16in).

Executed in 1938

£2,000 - 3,000

€2,300 - 3,400

Provenance

Orovida Pissarro

John Bensusan-Butt, Colchester

Acquired by the family of the present owner, and thence by descent

Exhibited

London, Royal Academy of Arts, *Carel Weight: An Eightieth Birthday Tribute*, 15 July-26 August 1988, with tour to Hastings Museum and Art Gallery, Hastings



11

12

MARK GERTLER (BRITISH, 1891-1939)

Portrait of May Berlinsky
signed, inscribed and dated 'To my young friend/May Berlinsky/Mark
Gertler. 1910.' (upper left)
oil on canvas
24 x 20 in. (61 x 50.8 cm.)

£15,000 - 20,000

€17,000 - 23,000

Provenance

A gift from the Artist to the sitter, thence by family descent
Private Collection, U.K.

Literature

John Woodeson, *Mark Gertler: biography of a painter, 1891-1939*,
Sidgwick & Jackson, London, 1972, pp.73-74

The Berlinsky family were neighbours of the Gertler's in the East End with Mark striking up a close friendship with the similarly aged David. As a keen amateur photographer, David frequently recorded images of Gertler's work when the two would climb out of a back window on to the roof, providing over the course of time an invaluable record of some of the artist's earliest pictures. One of eight children, May Berlinsky (3/5/1898 – 3/7/1935) was fifteen when the present work was painted and became Gertler's first sweetheart, sitting for him on multiple occasions.

Gertler compared the picturesque qualities of May to those of the girl in Rembrandt's significant portrait at Dulwich Picture Gallery, *Girl at the Window* (1645). Falling somewhere between genre and portraiture, the similarities between the two works are instantly apparent. Both depict their sitter leaning on a ledge protruding out of the picture frame and looking at the viewer with a direct gaze that draws us into the work, a fact underlined by the gesture both make with their left hand pointing towards themselves. As in the Rembrandt, May wears a distinctive necklace (although apparently not fiddling with it) and inhabits a dark, ambiguous space that is unidentifiable.

Given his status as a student at the Slade, there is a confidence in Gertler's decision to transcribe the work of the Flemish master and in doing so create a realistic portrait capable of seducing his viewers. In a letter to the present owner's father, Luke Gertler talks of David Berlinsky's admiration for the present work stating, 'he was so proud of my father's portrait of his sister which you are now lucky enough to own'.

13

MARK GERTLER (BRITISH, 1891-1939)

Study of May Berlinsky
signed 'M. Gertler' (centre right)
pencil
30.6 x 25.4 cm. (14 x 10 in.)

£4,000 - 6,000

€4,500 - 6,800

Provenance

A gift from the Artist to the sitter, thence by family descent
Private Collection, U.K.

Mark Gertler began his studies at the Slade aged seventeen in 1908 and was the first working class Jewish student of his generation to do so. Under the tutorship of Henry Tonks he quickly established himself as an assured draughtsman and, amongst a crop of famously talented students, a natural successor to the celebrated Augustus John. Gertler won first prize at the Slade for his 'drawing of the head' and in the present work incorporates the firm outline to the face, typically darkening around the sitter's right cheek and jaw that exemplifies the Italianate style of artists he admired such as Piero della Francesca.



12



13



14

14 AR

DAVID MCFALL R.A. (BRITISH, 1919-1988)

Sir Winston Churchill

signed 'McFall' (on base of neck)

bronze

30.5cm (12in) (high, excluding base)

Conceived in 1958

£4,000 - 6,000

€4,500 - 6,800

In 1958, David McFall was commissioned to create a monumental sculpture of Sir Winston Churchill for the politician's constituency in Woodford Green, Essex. McFall had a number of sittings with Sir Winston, the first of which took place at the Villa La Pausa, Rocquebrune, Cap Martin, France, where Sir Winston was the guest of honour of Emery and Wendy Reeves. The present work originates from the first sittings whilst at Rocquebrune, and is known as 'The Rocquebrune Head'. A further study for the final work, known as 'The Chartwell Bust', was created whilst Sir Winston sat for McFall at Chartwell.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 1958, cat. no.1410 (another cast)

15

JEROME CONNOR (IRISH, 1875-1943)

Gaelic Warrior

bronze

33cm (13in) (high, including base)

£1,500 - 2,000

€1,700 - 2,300



15

16 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Yehudi Menuhin

bronze with a brown patina on a marble base

35.5 cm. (14 in.) (high, excluding base)

Conceived in 1943

£7,000 - 10,000

€7,900 - 11,000

Exhibited

London, Leicester Galleries, *Jacob Epstein "Lucifer" and other paintings of flowers and landscapes of Epping Forest*, October-November 1945, cat.no.2 (another cast)

Edinburgh, Waverley Market, *Epstein*, organised by the Edinburgh Festival Society, 19 August-18 September 1961, cat.no.201 (another cast)

Literature

Richard Buckle, *Jacob Epstein, Sculptor*, Faber and Faber, London, 1963, p.438, pl.284 (ill.b&w, another cast)

Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.192, cat.no.337 (ill.b&w, another cast)

June Rose, *Demons and Angels, A Life of Jacob Epstein*, Carroll & Graf, New York, 2002, p.232

American born Yehudi Menuhin is widely considered one of the greatest violinists of the 20th century. In his first post-war exhibition with the Leicester Galleries, Epstein took the unusual decision to show, alongside a selection of paintings, just two bronzes; the monumental bronze archangel *Lucifer* (Birmingham City Art Gallery) and a cast of *Yehudi Menuhin*.

The plaster version of this work is in the collection of the Jewish Museum, New York.

17 AR

OSCAR NEMON (BRITISH, 1906-1985)

Bust of Sir Winston Churchill

signed twice with monogram (to the reverse and side)

plaster

14.5cm (5 11/16) (high)

£3,000 - 5,000

€3,400 - 5,600

Provenance

Gifted by the Artist to the family of the present owner



16



17



18

18* AR

VANESSA BELL (BRITISH, 1879-1961)

Portrait of a Seated Lady
stamped with studio stamp (lower right)
watercolour and gouache
59 x 50.5cm (23 1/4 x 19 7/8in).

£4,000 - 6,000

€4,500 - 6,800

19 AR

DUNCAN GRANT (BRITISH, 1885-1978)

Two Female Figures
ink and charcoal
55 x 34cm (21 5/8 x 13 3/8in).
Executed circa the 1930s

£800 - 1,200

€900 - 1,400

Provenance

With The Bloomsbury Workshop

20

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

The Wheatsheaf
signed 'Sickert' (upper left)
oil on canvas
74 x 129 cm. (29 1/8 x 50 3/4 in.)

£5,000 - 7,000

€5,600 - 7,900

Provenance

With Ernest Brown & Phillips Ltd, The Leicester Galleries, London
Private Collection, U.K.

Exhibited

Pittsburgh, Carnegie Institute, *International Exhibition*, 1939, cat.
no.134

Literature

Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press,
New Haven and London, 2006, cat.no.593.1

In 1927, Sickert invented a new genre of subject-matter of unabashedly artificial inspiration: his 'Echoes'. For the next thirteen years, he translated the black-and-white illustrations of his Victorian boyhood into full-scale paintings in colour: 'It's such a good arrangement; Cruikshank and Gilbert do all the work, and I get all the money!' In fact, his contribution to the process was considerable. He did not hand-colour black and-white prints, but translated them, with evident verve, into full, modelled, atmospheric colour. His use of ready-made sources anticipates the brazen effrontery of Pop Art by over twenty years.

The Wheatsheaf is a particularly zany 'Echo'. The identification of its source can be traced through an even zanier canvas which represents only the central pyramid of figures dressed as wheat sheaves. Nearly two metres high and one and a half metres wide, this vertical format painting is inscribed 'Entente Anglo Russe' and 'Ballet after Cruikshank'. It is signed within a pub sign featuring a goat in the upper left corner, and was exhibited with the London Group in October 1929. The painting now on offer was almost certainly a work of the same date, 1928-9. Both are closely derived from a print by George Cruikshank titled 'CAPRICORNUS - A Caper-o'-corns' which does indeed represent a ballet - or caper - of dancers dressed as corn (or wheat) sheaves, published by David Bogue as Plate 12 in *The Comic Almanack* for 1846. The goat in the pub sign is the sign of the zodiac for Capricorn, not a time of the year (20 December to 20 January)



19



20

characterised by celebration of the harvest. The reason why Sickert chose '*Entente Anglo Russe*' as the title for his vertical format painting of this subject remains a mystery.

A photograph of a black-and-white drawing of this design, squared and numbered in red, is in the Islington Libraries Sickert Archive.

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

21

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

Study of a Girl in a Straw Boater
signed and dated 'Sickert 1908' (lower right) and inscribed 'Camden Town' (lower left)
black chalk heightened with white
27 x 18cm (10 5/8 x 7 1/16in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

With William Weston Gallery

Exhibited

London, Thomas Agnew & Sons, *A Century of Modern Drawings and Prints*, 1974, cat.no.55

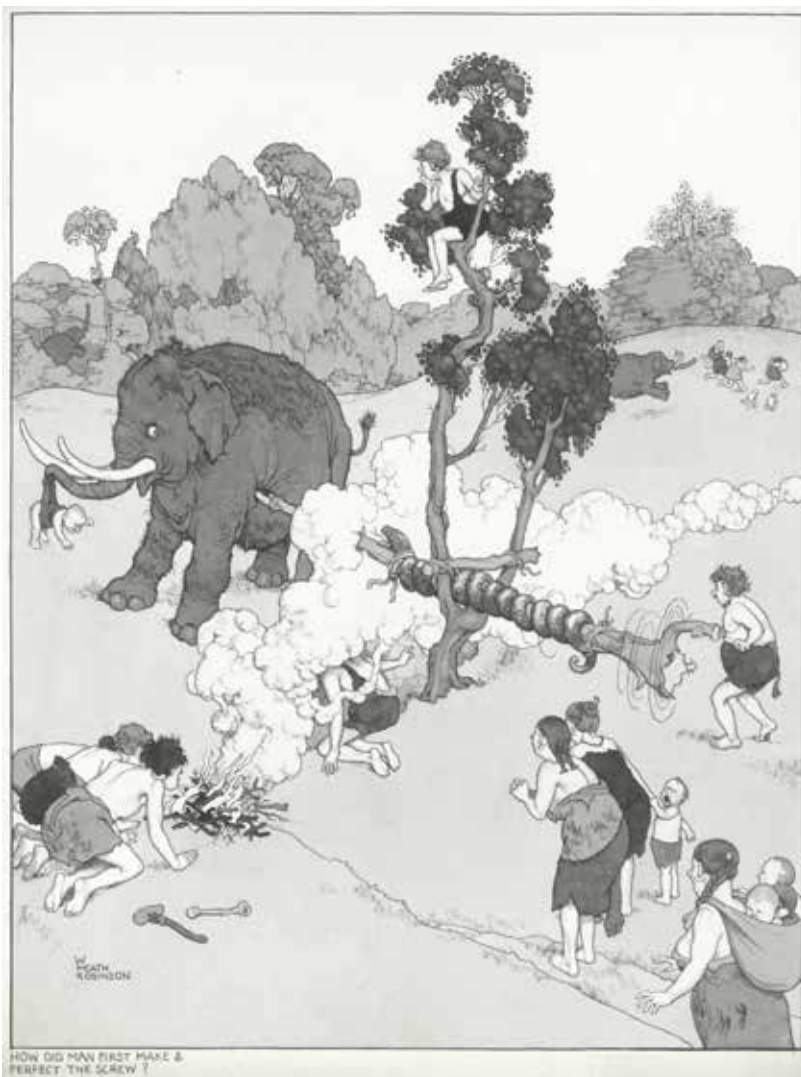


21

A COLLECTION OF WORKS BY WILLIAM HEATH ROBINSON

William Heath Robinson is perhaps best known for his cartoons of absurdly complicated machinery, and indeed his satirical take on the contraptions of the machine age became so well-known and loved that the adjective 'Heath Robinson' – meaning a ridiculously over-complicated design or construction – came in to official dictionary use from around 1912. However his gentle humour also sought out other subjects, such as can be seen in the following selection of works and as well as cartoonist he was also a book illustrator, author, and designer of theatrical scenery. By 1899 he had illustrated editions of *Don Quixote* and *Arabian Nights*, going on to illustrate an edition of the poems of Edgar Allan Poe in 1900, before writing his first book, *The Adventures of Uncle Lubin*, in 1902. His comic drawings, meanwhile, were regularly included in popular magazines such as *The Sketch* and *The Tatler*, and later on in his career his work was featured in advertising campaigns for companies such as Hovis, Shredded Wheat and Daimler, the intricately detailed and engaging compositions lending themselves perfectly to the task of capturing the public's imagination.

In the present collection of works, Heath Robinson's typically convoluted contraptions can be seen at work; in the wonderfully impractical boat-stabilizing mechanism designed to prevent sea-sickness; the supposed historic development of the screw; the many-handed mixing machine for preparing Christmas fayre; or the magnetic levitation achieved by the elderly lady in the Sound of Mull. We can also see, however, his take on the entertaining situations of the everyday; golfing mishaps in Scotland, the ball ricocheting around the course; festive party games, and their unintended consequences; and mistletoe being hopefully offered (and sometimes just as avidly avoided) amidst raining Christmas crackers, on a wintry December day in Regent Street. Carefully delineated in pen and ink, and often highlighted with bright watercolour or gouache, in each we see Heath Robinson at his comical best, his unerring eye capturing the humour in every occasion.



22

WILLIAM HEATH ROBINSON (BRITISH, 1872-1944)

'How Did Man First Make & Perfect the Screw?'

signed 'W/HEATH/ROBINSON' and titled (lower left)

pen and ink and ink wash

40.5 x 30cm (15 15/16 x 11 13/16in).

£1,200 - 1,800

€1,400 - 2,000

Provenance

The Artist's Estate, from whom acquired by the present owner in 1978
Private Collection, U.K.

22

23

WILLIAM HEATH ROBINSON (BRITISH, 1872-1944)

'Successful Outcome of Intelligent Precaution Observed by Old Lady in the Sound of Mull'
signed 'W/HEATH/ROBINSON' (lower right) and titled (lower left)
pen and ink and watercolour
32 x 21cm (12 5/8 x 8 1/4in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

The Artist's Estate, from whom acquired by the present owner in 1978
Private Collection, U.K.



23

24

WILLIAM HEATH ROBINSON (BRITISH, 1872-1944)

'One of Margate's New Anti-Mal-de-Mer Boats for Keeping an Even Keel in the Roughest Sea'
signed 'W. HEATH/ROBINSON' (lower right) and titled (lower left)
pen and ink and watercolour
39 x 28cm (15 3/8 x 11in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

Private Collection, U.K.



24



25

25

WILLIAM HEATH ROBINSON (BRITISH, 1872-1944)

'One of the Silly Sort of Mistakes One Makes When it Snows in Scotland'
signed 'W. HEATH/ROBINSON' (lower right) and titled (lower centre)
pen and ink, gouache and watercolour
39 x 28cm (15 3/8 x 11in).

£4,000 - 6,000

€4,500 - 6,800

Provenance

Private Collection, U.K.



26

26

WILLIAM HEATH ROBINSON (BRITISH, 1872-1944)

'Some Close Shaves at St. Andrews'

signed 'W. HEATH/ROBINSON' (lower right) and titled (lower left)

pen and ink and watercolour

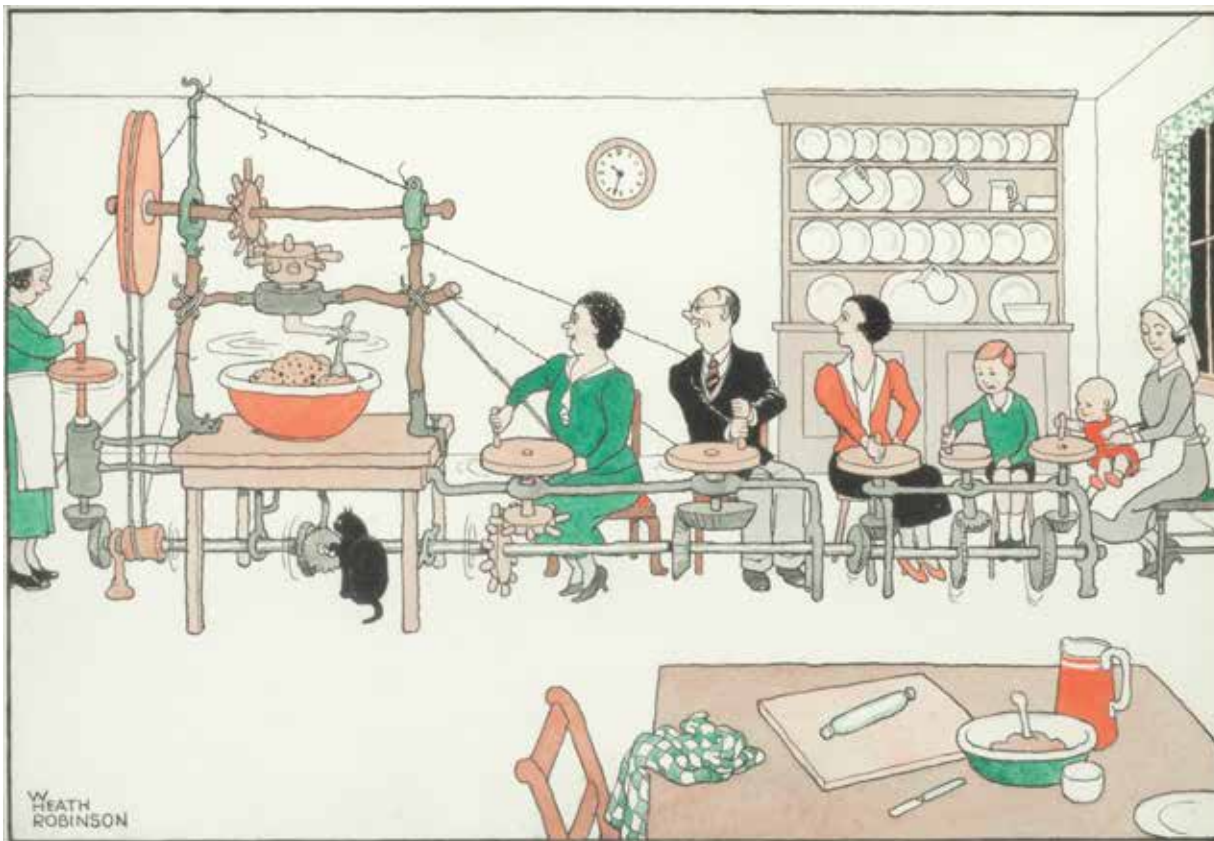
39 x 28cm (15 3/8 x 11in).

£5,000 - 7,000

€5,600 - 7,900

Provenance

The Artist's Estate, from whom acquired by the present owner in 1978
Private Collection, U.K.



27



28

27

WILLIAM HEATH ROBINSON (BRITISH, 1872-1944)

Mechanical Aids for Christmas-Apparatus Enabling the Whole Family
signed 'W/HEATH/ROBINSON' (lower left)
pen and ink and watercolour
19.5 x 28cm (7 11/16 x 11in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

The Artist's Estate, from whom acquired by the present owner in 1978
Private Collection, U.K.

28

WILLIAM HEATH ROBINSON (BRITISH, 1872-1944)

New Christmas Games
signed 'W. HEATH/ROBINSON' (upper right) and variously inscribed
pen and ink and watercolour
37 x 29cm (14 9/16 x 11 7/16in).

£1,500 - 2,000

€1,700 - 2,300

Provenance

The Artist's Estate, from whom acquired by the present owner in 1978
Private Collection, U.K.



29

29

WILLIAM HEATH ROBINSON (BRITISH, 1872-1944)

The Spirit of Christmas in Regent Street
signed 'W. HEATH/ROBINSON' (lower right)
pen and ink and watercolour
43 x 30cm (16 15/16 x 11 13/16in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

The Artist's Estate, from whom acquired by the present owner in 1978
Private Collection, U.K.



30

OTHER PROPERTIES

30

ROBERT HARDY (BRITISH, BORN 1952)

'Regent Street'
signed 'HARDY' (lower left); further signed,
titled and dated '2015' (on canvas verso)
oil on canvas

80 x 100cm (31 1/2 x 39 3/8in).

£2,500 - 3,500

€2,800 - 4,000

31 AR

**LAURENCE STEPHEN LOWRY R.A.
(BRITISH, 1887-1976)**

Standing Figures and Three Dogs
signed and dated 'L S Lowry 1970' (lower left)
pen and ink

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

£3,000 - 5,000

€3,400 - 5,600

Provenance

Private Collection, U.K.



31

32 AR

LAURENCE STEPHEN LOWRY R.A. (BRITISH, 1887-1976)

The Lane

pencil

20.5 x 12cm (8 1/16 x 4 3/4in).

£4,000 - 6,000

€4,500 - 6,800

Provenance

Gifted by the Artist to an associate at Ganymed Originals in the 1960s
Sale; Sotheby's, London, 5 April 2017, lot 79

33 AR

LAURENCE STEPHEN LOWRY R.A. (BRITISH, 1887-1976)

Park Scene

pencil

20.5 x 12.5cm (8 1/16 x 4 15/16in).

with a further pencil study by the same hand on paper verso

£1,000 - 1,500

€1,100 - 1,700

Provenance

Gifted by the Artist to an associate at Ganymed Originals in the 1960s
Sale; Sotheby's, London, 5 April 2017, lot 79



32



33



34

34 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

Altrincham Street Scene
signed 'Arthur Delaney' (lower right)
oil on board

24 x 32.5cm (9 7/16 x 12 13/16in).

£3,000 - 5,000

€3,400 - 5,600

35 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

Pit Village with Terraced Houses and Figures
signed 'Arthur Delaney' (lower left)
oil on board

27.5 x 46.5cm (10 13/16 x 18 5/16in).

£2,500 - 3,500

€2,800 - 4,000

36 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

Northern Town Scene with Mills, Tram and Passersby
signed 'Arthur Delaney' (lower right)

oil on board
30 x 36cm (11 13/16 x 14 3/16in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

With Unicorn Gallery, Wilmslow, where
acquired by the family of the present owner,
and thence by descent



35



36



37

37 AR

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

Industrial Panorama
signed 'Braaq' and inscribed "ANN" (lower right)
oil on board
29.5 x 44.5cm (11 5/8 x 17 1/2in).

£6,000 - 8,000

€6,800 - 9,000

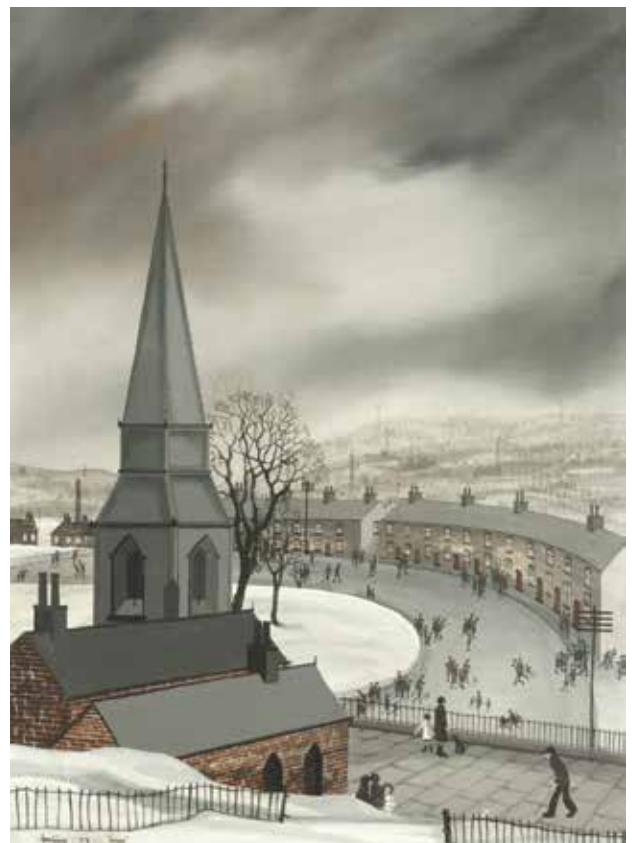
38 AR

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

I've Lost Me Dog
signed, dated and inscribed 'braaq 77 "ANN" (lower left)
oil on board
61 x 46cm (24 x 18 1/8in).

£5,000 - 7,000

€5,600 - 7,900



38



39

39 AR

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

Children Playing in the Snow

signed 'Braaq "ANN"' (lower left)

oil on board

46 x 60.5cm (18 1/8 x 23 13/16in).

£6,000 - 8,000

€6,800 - 9,000

40 AR

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

Industrial Landscape, Winter

signed and inscribed 'braaq "ANN"' (lower right)

oil on board

21 x 31cm (8 1/4 x 12 3/16in).

£2,000 - 3,000

€2,300 - 3,400



40

41 AR

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

Snow Covered Landscape with Figures

signed and inscribed 'braaq "ANN"' (lower left)

oil on board

22.5 x 27.5cm (8 7/8 x 10 13/16in).

£2,000 - 3,000

€2,300 - 3,400



41



42

42 AR

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

Town Scene with Children's Playground
signed and inscribed 'braaq "ANN"' (lower left); further signed 'braaq'
(on canvas verso)

oil on canvas

77 x 102.5cm (30 5/16 x 40 3/8in).

£20,000 - 30,000

€23,000 - 34,000



43

43 AR

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

Man with Wheelbarrow

pen and ink

20 x 25.5cm (7 7/8 x 10 1/16in).

together with 3 further pen and ink studies by the same hand (all unframed) (4)

£1,000 - 1,500

€1,100 - 1,700

Provenance

The Artist's Estate

Heinz Roland (Roland, Browse and Delbanco)

Thence by descent

44 AR

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

Fishing From the Quayside

pen and ink

20 x 25.5cm (7 7/8 x 10 1/16in).

together with 3 further pen and ink studies by the same hand (all unframed) (4)

£1,000 - 1,500

€1,100 - 1,700

Provenance

The Artist's Estate

Heinz Roland (Roland, Browse and Delbanco)

Thence by descent

45 AR

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

Man and Donkey

pen and ink

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

together with 3 further pen and ink studies by the same hand (all unframed) (4)

£1,000 - 1,500

€1,100 - 1,700

Provenance

The Artist's Estate

Heinz Roland (Roland, Browse and Delbanco)

Thence by descent



44



45



46

46 AR

TERENCE CUNEO (BRITISH, 1907-1996)

Blacksmith's Forge
signed and dated 'CUNEO/MARCH/1951' (lower right)
oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).

£4,000 - 6,000

€4,500 - 6,800

47

HARRY BECKER (BRITISH, 1865-1928)

'A Samson of a Man'
bears title (on board verso)
oil on canvas board
46.5 x 38cm (18 5/16 x 14 15/16in).

£1,500 - 2,000

€1,700 - 2,300



47



48



49

48 ^{AR}

DONALD MCINTYRE (BRITISH, 1923-2009)

Two Boats, Winter Sea
signed 'D MCINTYRE' (lower left)
oil on board
49.5 x 75cm (19 1/2 x 29 1/2in).

£1,000 - 1,500

€1,100 - 1,700

49 ^{AR}

DONALD MCINTYRE (BRITISH, 1923-2009)

Coastal Scene with Jetty
signed with initials 'DMc' (lower right) and further signed 'D MCINTYRE'
(lower left)
acrylic on card
52 x 66cm (20 1/2 x 26in).
with a further seascape by the same hand (verso)

£1,000 - 1,500

€1,100 - 1,700



50

50 AR

WILLIAM RALPH TURNER (BRITISH, 1920-2013)

'Cross Town, Stockport'

signed 'Turner' (lower right); titled (on board verso)

oil on board

30.5 x 35.5cm (12 x 14in).

£1,500 - 2,000

€1,700 - 2,300

51 AR

WILLIAM RALPH TURNER (BRITISH, 1920-2013)

'Jacob's Ladder, Derbyshire'

signed 'William Turner' (lower right); titled (on board verso)

oil on board

31 x 26.5cm (12 3/16 x 10 7/16in).

£800 - 1,200

€900 - 1,400



51



52



53

52^{AR}

JAMES BOSWELL (NEW ZEALAND, 1906-1971)

'No Limits 3'

signed and dated 'Boswell 59' (lower right); titled and further signed (on canvas verso)

oil on canvas

75.5 x 101.5cm (29 3/4 x 39 15/16in).

£1,000 - 1,500

€1,100 - 1,700

53^{AR}

JAMES BOSWELL (NEW ZEALAND, 1906-1971)

'It's Home to Me'

signed and dated 'Boswell 59' (lower left); titled and further signed (on board verso)

oil on board

50.5 x 61cm (19 7/8 x 24in).

£800 - 1,200

€900 - 1,400

Provenance

With Austin/Desmond Fine Art



54



55

54^{AR}

JAMES BOSWELL (NEW ZEALAND, 1906-1971)

'Foreshore'

signed and dated 'Boswell/53' (lower left); titled and further signed (on board verso)

oil on board

63.5 x 76.5cm (25 x 30 1/8in).

£1,000 - 1,500

€1,100 - 1,700

55^{AR}

JAMES BOSWELL (NEW ZEALAND, 1906-1971)

'La Flotte Harbour'

signed and dated 'Boswell 54' (lower right)

oil on canvas

61.5 x 92cm (24 3/16 x 36 1/4in).

£800 - 1,200

€900 - 1,400



56

56 AR

PETER BROOK (BRITISH, 1927-2009)

'Sheet Week'
signed 'PETER BROOK' (lower right) and
titled (lower centre)
oil on canvas
61 x 51cm (24 x 20 1/16in).

£3,000 - 5,000

€3,400 - 5,600

57 AR

PETER BROOK (BRITISH, 1927-2009)

'Corner Cafe'
titled and signed 'PETER BROOK' (lower
right)
oil on canvas
51 x 61cm (20 1/16 x 24in).

£2,500 - 3,500

€2,800 - 4,000



57



58

58 AR

PETER BROOK (BRITISH, 1927-2009)

Farm House and Tree

signed 'PETER BROOK' (lower centre)

oil on canvas

50.5 x 127cm (19 7/8 x 50in).

£3,000 - 5,000

€3,400 - 5,600

59 AR

DANIEL O'NEILL (IRISH, 1920-1974)

'September Morn'

signed 'D O'Neill' (lower right); bears title (on handwritten label verso)

oil on board

40 x 60cm (15 3/4 x 23 5/8in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

With Victor Waddington Galleries, where acquired in 1952

Thence by descent



59



60



61

60 AR

GERALD R. JARMAN (BRITISH, 1930-2014)

'East Anglian Series No 2 Coastal Scene'

signed 'G. JARMAN' (verso) and titled (on canvas overlap)

oil on canvas

100 x 114.5cm (39 3/8 x 45 1/16in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

The Artist's Estate

61 AR

GERALD R. JARMAN (BRITISH, 1930-2014)

East Anglian Series No 5

signed 'G JARMAN' (verso) and titled (on canvas overlap)

oil on canvas

100 x 113cm (39 3/8 x 44 1/2in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

The Artist's Estate



62



63

62 AR

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

Horse, Rhosson Uchaf (St David's Head)

signed with initials 'KW' (lower left)

oil on canvas

51 x 46.5cm (20 1/16 x 18 5/16in).

£6,000 - 8,000

€6,800 - 9,000

63* AR

FELIX KELLY (BRITISH, 1914-1994)

Claverton Manor, Bath

signed and dated 'Felix Kelly 75' (lower right)

oil on board

43.5 x 56cm (17 1/8 x 22 1/16in).

Claverton Manor was built by Sir Jeffry Wyattville *circa* 1820. The building now houses the American Museum.

£1,500 - 2,000

€1,700 - 2,300

Provenance

With Partridge Fine Arts Ltd



64



65

64^{AR}

BERTRAM PRIESTMAN (BRITISH, 1868-1951)

The South West Wind, Gorleston
signed and dated 'B Priestman 20' (lower right); bears title (on frame
verso)
oil on canvas
64.5 x 77.5cm (25 3/8 x 30 1/2in).

£2,000 - 3,000

€2,300 - 3,400

65^{AR}

ROWLAND HILDER (BRITISH, 1905-1993)

Cley Mill, Norfolk
signed 'ROWLAND HILDER' (lower left)
ink and watercolour
35 x 52cm (13 3/4 x 20 1/2in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

A.W. John Simmons, Croydon

Anonymous sale; Christie's, London, 23 November 1993, lot 76



66



67

66 AR

CECIL MAGUIRE (IRISH, BORN 1930)

View of Croagh Patrick, County Mayo
signed and dated 'CECIL MAGUIRE '61' (lower right)
oil on canvas laid to board
41 x 51cm (16 1/8 x 20 1/16in).

£3,000 - 4,000
€3,400 - 4,500

67 AR

MAURICE MACGONIGAL (IRISH, 1900-1979)

'Mountain Bog, Inverin, Connemara'
signed 'MacGonigal' (lower right); further signed and titled (on label
verso)
oil on panel
31 x 40.5cm (12 3/16 x 15 15/16in).

£2,000 - 3,000
€2,300 - 3,400



68



69

68 ^{AR}

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

'October, Camber Sands'
signed 'Cuming' (lower left); titled (on board verso)
oil on board
23 x 30.5cm (9 1/16 x 12in).

£1,500 - 2,000
€1,700 - 2,300

69 ^{AR}

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

'Clouds, Camber'
signed 'Cuming' (lower left); titled (on board verso)
oil on board
10 x 20cm (3 15/16 x 7 7/8in).

£800 - 1,200
€900 - 1,400



70



71

70 AR

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

Camber Sands with Horse Riders

signed 'Cuming' (lower left)

oil on board

23.5 x 51.5cm (9 1/4 x 20 1/4in).

£2,000 - 3,000

€2,300 - 3,400

71 AR

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

'Figure and Horse, Camber'

signed 'Cuming' (lower left); titled (on board verso)

oil on board

8.5 x 20.5cm (3 3/8 x 8 1/16in).

£800 - 1,200

€900 - 1,400



72



73

72 ^{AR}

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

'Tulip Petals'

signed 'Cumming' (lower left); titled (on board verso)

oil on board

13 x 12.5cm (5 1/8 x 4 15/16in).

together with another oil painting of birds and moths by the same hand (2)

£1,500 - 2,000

€1,700 - 2,300

73 ^{AR}

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

'Gurnard'

signed 'Cumming' (lower left); titled (on board verso)

oil

10 x 20.5cm (3 15/16 x 8 1/16in).

together with another oil painting of crabs by the same hand (2)

£1,500 - 2,000

€1,700 - 2,300



74



75

74 ^{AR}

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

Rye Harbour
signed 'Cumming' (lower left)
oil on board
51 x 61cm (20 1/16 x 24in).

£3,000 - 5,000
€3,400 - 5,600

Provenance

With Gallery 10 Ltd

75 ^{AR}

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

'The Mountains of the Moon, Sienna, Italy'
signed 'Cumming' (lower left); titled (on board verso)
oil
15.5 x 30.5cm (6 1/8 x 12in).

£1,200 - 1,800
€1,400 - 2,000



76

76 ^{AR}

GUY TAPLIN (BRITISH, BORN 1939)

Swan
inscribed, numbered and signed 'SWAN 2/12/GUY/TAPLIN' (on
underside)

bronze
127cm (50in)(length)

£5,000 - 7,000

€5,600 - 7,900



77

77 AR

GUY TAPLIN (BRITISH, BORN 1939)

Preening Swan

inscribed, signed and numbered 'SWAN/GUY TAPLIN/2/12' (on underside)

bronze

117cm (46in)(length)

£5,000 - 7,000

€5,600 - 7,900



78

78 AR

GUY TAPLIN (BRITISH, BORN 1939)

Running Curlew

inscribed, signed and dated 'RUNNING CURLEW/GUY TAPLIN/WIVENHOE/1992' (on underside)

painted wood, metal and shell
92cm (36 1/4in)(length)

£2,000 - 3,000

€2,300 - 3,400

79 AR

GUY TAPLIN (BRITISH, BORN 1939)

Curlew

inscribed, dated and signed 'CURLEW 97/ GUY TAPLIN' (on underside)

painted wood, metal and shell
100cm (39 1/4in)(length)

£2,000 - 3,000

€2,300 - 3,400

80 AR

GUY TAPLIN (BRITISH, BORN 1939)

Worm

signed, inscribed and numbered 'GUY TAPLIN/LARGE WORM/2/6' (on underside)

bronze
72cm (28 1/4in)(length)

£1,500 - 2,000

€1,700 - 2,300

Literature

Adrian Csaky and Ian Collins, *Birds of Creation, Guy Taplin*, Csáky Art, Sonning-on-Thames, 1998, pp.204-205 (another cast illustrated as part of *Crow Family*)



79



80



81 AR

GUY TAPLIN (BRITISH, BORN 1939)

Bullfinch

inscribed 'Bullfinch', signed and dated 'GUY TAPLIN/2000' (on underside)

painted wood, metal and driftwood
23.5cm (9 1/4in)(high)

£800 - 1,200

€900 - 1,400

82 AR

GUY TAPLIN (BRITISH, BORN 1939)

Wagtail

signed 'GUY TAPLIN' and indistinctly inscribed (on underside)

painted wood, metal and driftwood
18cm (7in)(high)

£800 - 1,200

€900 - 1,400

83 AR

GUY TAPLIN (BRITISH, BORN 1939)

Chaffinch

inscribed 'CHAFFINCH', signed and dated 'GUY TAPLIN/2000' (on underside)

painted wood, metal and driftwood
24cm (9 1/2in)(high)

£800 - 1,200

€900 - 1,400



84



85

84 ^{AR}

MAGGI HAMBLING (BRITISH, BORN 1945)

High Sea, August
signed and dated 'HAMBLING/'06-'07' (on canvas verso)
oil on canvas
91 x 122cm (35 13/16 x 48 1/16in).

£4,000 - 6,000
€4,500 - 6,800

Provenance

With Marlborough Fine Art

85 ^{AR}

JOAN GILLCHREST (BRITISH, 1918-2008)

Crane Entrance to Mousehole Harbour
signed with initials 'JG' (lower right)
oil on board
54.5 x 68cm (21 7/16 x 26 3/4in).

£3,000 - 5,000
€3,400 - 5,600

86 AR

JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (BRITISH, 1942-2013)

Puffin's Feast
signed 'Bellany' (upper right)
oil on canvas
76 x 61cm (29 15/16 x 24in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

With Kaleidoscope Gallery

87 AR

DONALD HAMILTON FRASER R.A. (BRITISH, 1929-2009)

Offshore Boat
signed 'Fraser' (lower right)
oil on canvas
60.5 x 45.5cm (23 13/16 x 17 15/16in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

With Arthur Ackermann Ltd



86



87



88

88 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

'Things on Sizewell Beach'

signed with initials and dated 'TN '98' (lower right); further signed, dated and titled (on canvas verso)

oil on canvas

61 x 91.5cm (24 x 36in).

£1,500 - 2,000

€1,700 - 2,300

89 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

'Simon - Sizewell'

oil on board

48 x 61cm (18 7/8 x 24in).

£1,000 - 1,500

€1,100 - 1,700

Acquired directly from the Artist in July 1998, thence by descent

90 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

'The petals of sea poppies and roses'

signed with initials and dated 'TN 93' (lower right); titled, further signed and dated 'June 98' (on board verso)

oil on board

61 x 61cm (24 x 24in).

£800 - 1,200

€900 - 1,400



89



90



91

91 AR

MARY NEWCOMB (BRITISH, 1922-2008)

Quimper

signed and dated 'Mary Newcomb 1965' (lower right)

oil on board

91 x 81cm (35 13/16 x 31 7/8in).

£20,000 - 30,000

€23,000 - 34,000

Provenance

Sale; Christie's, London, 1 March 2000, lot 270

Exhibited

London, Crane Kalman, 1994



92



93

92 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

'A break in the storm'

signed with initials and dated 'TN 93' (lower left); titled (on board verso)
oil on board

43 x 60.5cm (16 15/16 x 23 13/16in).

£1,000 - 1,500

€1,100 - 1,700

93 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

'Eating crisps'

signed with initials and dated '98/TN' (lower left); titled and further
dated '98 July' (on canvas verso)

oil on canvas
43.5 x 51cm (17 1/8 x 20 1/16in).

£800 - 1,200

€900 - 1,400



94



95



96

94 AR

RICHARD EURICH R.A. (BRITISH, 1903-1992)

'Burning Wreckage on the Beach'
signed and dated 'R.Eurich 85' (lower left);
further signed, titled and dated (on board
verso)
oil on board
31 x 64cm (12 3/16 x 25 3/16in).

£3,000 - 5,000
€3,400 - 5,600

95 AR

RICHARD EURICH R.A. (BRITISH, 1903-1992)

Cowes Week, Isle of Wight
signed and dated 'R.Eurich 87' (lower right)
oil on board
18 x 59cm (7 1/16 x 23 1/4in).

£2,000 - 3,000
€2,300 - 3,400

96 AR

RICHARD EURICH R.A. (BRITISH, 1903-1992)

Portland
signed and dated 'R.EURICH.1923' (lower
left)
oil on board
15.5 x 50.5cm (6 1/8 x 19 7/8in).

£1,200 - 1,800
€1,400 - 2,000

A COLLECTION OF WORKS BY JOHN CRAXTON

The end of the Second World War hailed an exciting new period for the artist John Craxton, opening up travel in Europe which had previously been inaccessible. By the end of 1946, he had met Picasso in France, exhibited in Switzerland, and also visited Italy and Greece. It was the latter which captured his imagination most fully, the landscape and culture bringing fresh inspiration to his work. Travels included extended stays on Poros and Hydra, with work often created and exhibited on his return to London, before moving in 1960 to Crete, where he found a Venetian house on the harbour at Hania. His work of this time is full of Greek subjects, imbued with a sense of fun and vivacity: acrobats, dancers and musicians from local tavernas; sailors and fishermen; sun-filled landscapes populated by shepherds and farmhands; cats at play.

The group of works offered here, from a Private Greek Collection, are typical of the work produced by Craxton during this period of creativity. The portraits have a fresh and lyrical quality which speak of a fluidity in inspiration and expression, captured in bold, free strokes, whether in the angularity of the three men (lots 97, 99 and 101) or the graceful, flowing lines capturing the feminine features in *Portrait of a Woman* (lot 98). *Winter Panorama* (lot 100) evokes the sun-drenched landscape of the Mediterranean, with bright highlights and sharp shadows filling an idyllic garden dotted with exotic plants. Craxton's sojourns in Greece provided a wellspring of creative stimulation which he returned to again and again, and the present collection of works encapsulates just how rich a source of inspiration his exploration of the country was.



97 AR

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

Portrait of a Man
signed and dated '- Craxton -60 -' (lower centre)

felt-tip pen and pen and ink
22 x 15.5cm (8 11/16 x 6 1/8in).

£1,500 - 2,500

€1,700 - 2,800

Provenance

Private Collection, Greece

97

98 AR

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

Portrait of a Woman
signed and dated 'Craxton/49' and dedicated 'To Iannis Nicolettos'
(upper right)
charcoal on canvas
23 x 18.5cm (9 1/16 x 7 5/16in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

Private Collection, Greece



98

99 AR

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

Portrait of a Man
signed 'Craxton' (lower right)
gouache, ink and wash
25.5 x 20.5cm (10 1/16 x 8 1/16in).

£2,500 - 3,500

€2,800 - 4,000

Provenance

Private Collection, Greece



99



100



101

100 AR

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

Winter Panorama

signed and dated '-Craxton 59-' (lower right), numbered and dedicated '23/25. for Ioannis with love' (lower left)

etching with aquatint

16 x 28.7cm (6 5/16 x 11 5/16 in). (PL)

together with a linocut print with hand-colouring, *Greek Dancer* (1952) and a linocut print of a standing man, both by the same hand (3)

£1,200 - 1,800

€1,400 - 2,000

Provenance

Private Collection, Greece

101 AR

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

Portrait of a Man

signed and dated 'John Craxton/-1949.' and dedicated 'To Ioannis/ Nicolettos-' (centre right)

charcoal on canvas

26 x 22cm (10 1/4 x 8 11/16 in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

Private Collection, Greece

OTHER PROPERTIES

102 AR

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

Bird

inscribed 'Bird' (upper left)

ink, crayon and gouache

15 x 16.5cm (5 7/8 x 6 1/2in).

£1,000 - 1,500

€1,100 - 1,700

103 AR

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

'Study for Boy in Taverna'

signed and dated '-Craxton 53-' (upper right); bears title (on board verso)

oil on paper laid to card

29 x 22cm (11 7/16 x 8 11/16in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

With Christopher Hull Gallery



102



103



104



105

104 AR

JOHN MINTON (BRITISH, 1917-1957)

Jamaican Forest with Standing Female Figure
signed 'John Minton' (lower right)
pen, ink and sepia wash
24.5 x 31.5cm (9 5/8 x 12 3/8in).

£1,500 - 2,000

€1,700 - 2,300

105 AR

JOHN MINTON (BRITISH, 1917-1957)

A Tangled Undergrowth

pen and ink

27 x 31cm (10 5/8 x 12 3/16in).

together with another work by the same hand entitled 'Contemporary
Cookery' (an illustration for 'Contemporary Cookery', *Vogue*, 1946) (2)

£1,500 - 2,000

€1,700 - 2,300

Provenance

(A Tangled Undergrowth) With Goldmark Gallery
(Contemporary Cookery) With George Large Gallery
With The Maclean Gallery



108

106 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Five Figure Studies

pencil

36.5 x 26cm (14 3/8 x 10 1/4in).

Executed circa 1948

£1,500 - 2,000

€1,700 - 2,300

Provenance

With Austin/Desmond Fine Art

107 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Page of Studies

pencil

28.5 x 22cm (11 1/4 x 8 11/16in).

Executed circa 1949

£1,500 - 2,000

€1,700 - 2,300

Provenance

With Austin/Desmond Fine Art

108 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Figures at a Table

pencil

10 x 13cm (3 15/16 x 5 1/8in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

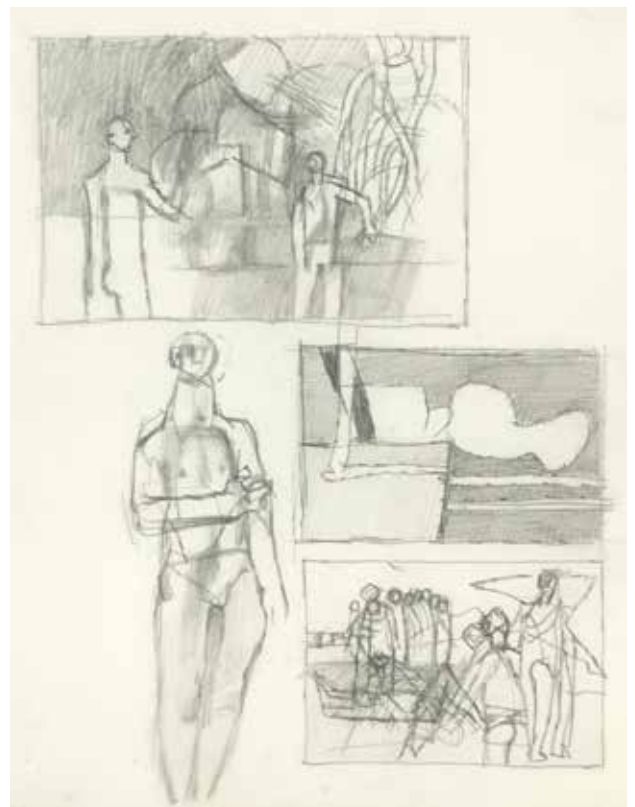
With Austin/Desmond Fine Art

With Phipps Fine Art, Malvern, 29 November 1993, where acquired by the present owner

Private Collection, U.K.



106



107



109



110

109 AR

JOHN ROWLAND BARKER (BRITISH, 1911-1959)

Fish Shop
signed and dated 'John Barker 49' (lower right); bears title (on board verso)
oil on board
60.5 x 91.5cm (23 13/16 x 36in).

£800 - 1,200

€900 - 1,400

Exhibited

London, Waterhouse & Dodd, *John R Barker 1911-1959 - A Retrospective Exhibition*, 4-21 June 1991, cat.no.17

110 AR

JOHN ROWLAND BARKER (BRITISH, 1911-1959)

Surrealist Composition in a Landscape
signed 'John Barker' (lower right)
oil on board
60 x 90.5cm (23 5/8 x 35 5/8in).

£800 - 1,200

€900 - 1,400



111



112

111 AR

TRISTRAM HILLIER R.A. (BRITISH, 1905-1983)

Landscape Near Calatayud
signed and dated 'Hillier/61' (lower left)
oil on panel
28 x 40cm (11 x 15 3/4in).

£5,000 - 7,000
€5,600 - 7,900

Provenance

With Frost and Reed, London
Private Collection, U.S.A

112 AR

RUDOLPH IHLEE (BRITISH, 1883-1968)

Denia
signed and dated 'R Ihlee '58' (lower right)
oil on board
46 x 54.5cm (18 1/8 x 21 7/16in).

£1,000 - 1,500
€1,100 - 1,700

Exhibited

New English Art Club



113

113 AR

ALAN COTTON (BRITISH, BORN 1936)

'Venice - moored gondola in Accademia'

signed 'Alan Cotton' (lower left); inscribed with title (on stretcher verso)
oil on canvas

61 x 61cm (24 x 24in).

£800 - 1,200

€900 - 1,400

114 AR

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

Canal Scene, Venice

signed 'Ken Howard' (lower right)

oil on canvas board

30.5 x 25.5cm (12 x 10 1/16in).

£800 - 1,200

€900 - 1,400

115 AR

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

Waiting at the Pier, Italy

signed 'Ken Howard' (lower right)

oil on canvas

20.5 x 60.5cm (8 1/16 x 23 13/16in).

unframed

£1,500 - 2,000

€1,700 - 2,300



114



115



116

116 AR

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

Balcony Overlooking the Canal, Venice
signed 'Ken Howard' (lower right)
oil on canvas
60.5 x 30.5cm (23 13/16 x 12in).

£2,000 - 3,000
€2,300 - 3,400



117

117 AR

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

Piazza Near the Canal, Venice
signed 'Ken Howard' (lower right)
oil on canvas
61 x 30.5cm (24 x 12in).

£2,000 - 3,000
€2,300 - 3,400



118

118 AR

COLIN HAYES (BRITISH, 1919-2003)

The Aegean, Milos

signed 'Hayes' (lower left)

oil on canvas

71 x 91cm (27 15/16 x 35 13/16in).

£1,000 - 1,500

€1,100 - 1,700

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 4 June-13 August 1995, cat.no.1132



119

119 AR

BERNARD DUNSTAN R.A. (BRITISH, 1920-2017)

'Giudecca'

signed with initials 'BD' (lower left); titled and dated '16.3.84' (on canvasboard verso)

oil on canvasboard

17 x 22cm (6 11/16 x 8 11/16in).

£1,200 - 1,800

€1,400 - 2,000

Provenance

With Thomas Agnew & Sons

120 AR

PETER GREENHAM (BRITISH, 1909-1992)

Trentino

signed 'Greenham' (on canvas overlap)

oil on canvas

43 x 66.5cm (16 15/16 x 26 3/16in).

£1,000 - 1,500

€1,100 - 1,700

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 1970, cat.no.15 (as *Tentino*)



120



121

121 AR

ADRIAN PAUL ALLINSON (BRITISH, 1890-1959)

Beach Scene

oil on board

33 x 41cm (13 x 16 1/8in).

together with the collection catalogue

£1,500 - 2,000

€1,700 - 2,300

Provenance

The James Capel Collection

Literature

Sonia Coode-Adams, *James Capel Collection*, London, 1986

122 AR

CLIFFORD HALL (BRITISH, 1904-1973)

Street Scene

signed and dated 'Clifford Hall/-67' (lower right)

acrylic on board

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

£1,000 - 1,500

€1,100 - 1,700

Provenance

With Sylvia Powell Decorative Arts

Private Collection, U.K.



122



123

123 AR

JOHN NORTHCOTE NASH R.A. (BRITISH, 1893-1977)

Pond with Figures

signed 'John Nash' (lower left) and further indistinctly signed (lower right), annotated with colour notes

pencil, ink and watercolour

37.5 x 54.5cm (14 3/4 x 21 7/16in).



124

£2,000 - 3,000

€2,300 - 3,400

124 AR

STANLEY ROY BADMIN R.W.S. (BRITISH, 1906-1989)

Winter Sunshine at Nether Alderley

signed 'S.R. Badmin' (lower right); bears title (on mount)

watercolour

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

£2,000 - 3,000

€2,300 - 3,400

125 AR

STANLEY ROY BADMIN R.W.S. (BRITISH, 1906-1989)

Evening on the Thames, Maidenhead

signed 'S.R. Badmin/Maidenhead Eve' (lower right)

pencil and watercolour

19 x 23cm (7 1/2 x 9 1/16in).



125

£1,000 - 1,500

€1,100 - 1,700

Provenance

With Spink

Sale; Sotheby's, London, 22 July 1987, lot 129

126 AR

JULIAN TREVELYAN R.A. (BRITISH, 1910-1988)

'Le Durance near Cavaillon'

signed and dated 'Trevelyan 60' (lower right); further signed and titled
(on stretcher verso)

oil on canvas

50.5 x 40.5cm (19 7/8 x 15 15/16in).

£2,000 - 3,000

€2,300 - 3,400

127 AR

PAUL LUCIEN MAZE (FRENCH, 1887-1979)

The Thames and the Old Royal Naval College, Greenwich

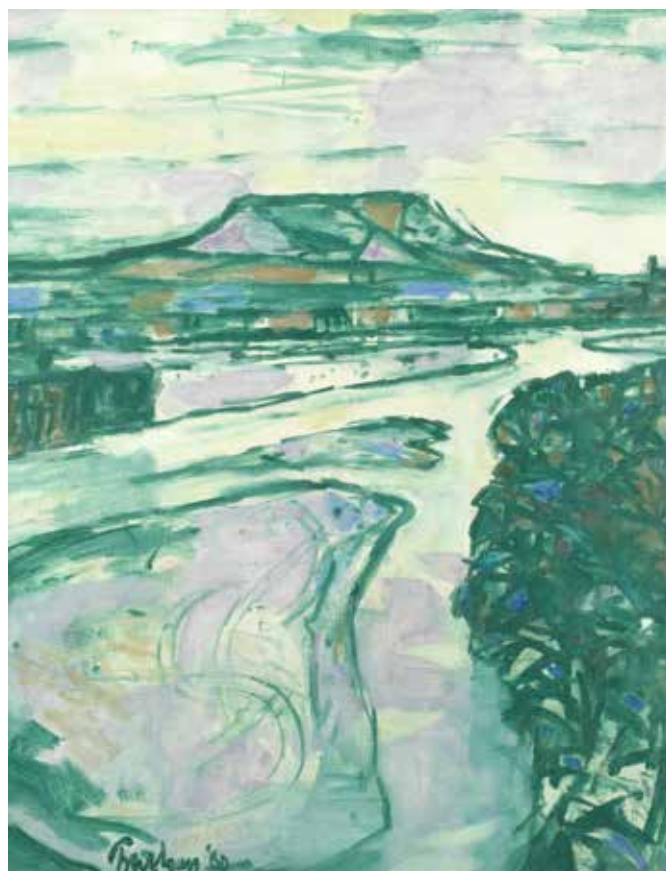
signed 'Maze' (lower right)

watercolour

45.5 x 57.5cm (17 15/16 x 22 5/8in).

£800 - 1,200

€900 - 1,400



126



127



128



129

128 AR

WILLIAM BOWYER R.A. (BRITISH, 1926-2015)

The Thames at Chiswick
signed 'William Bowyer' (lower right)
oil on canvas
91 x 91cm (35 13/16 x 35 13/16in).

£1,000 - 1,500
€1,100 - 1,700

129 AR

RAYMOND BOOTH (BRITISH, 1929-2015)

Barn Owl at Dawn, Eccup
signed and dated 'R.C Booth/1980' (lower right)
oil on board
73.5 x 87.5cm (28 15/16 x 34 7/16in).

£800 - 1,200
€900 - 1,400

Provenance

Sale; Christie's, London, 25 February 1992, lot 118

Exhibited

London, The Fine Art Society, *Raymond Booth*, November-December 1982, cat.no.37



130

130 AR

DAVID SHEPHERD C.B.E. (BRITISH, 1931-2017)

Studies of Zebras and Giraffe

signed 'David Shepherd' (lower right) and inscribed with Artist's notes

oil on canvas

61 x 91cm (24 x 35 13/16in).

£5,000 - 7,000

€5,600 - 7,900



131



132

131 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

Julia Lang and Her Cat, Jessye Norman
signed with initials and dated '97/TN' (lower right)
oil on board

20 x 21.5cm (7 7/8 x 8 7/16in).

together with two further views from Crag Path entitled 'View of Julia Lang' and 'Jessye Norman the black cat', and a further work entitled 'Fantasia on Crag Path' (4)

£1,500 - 2,000

€1,700 - 2,300

The Three Views from Crag Path were painted while sitting in the vendor's parents' flat.

Julia Lang (d.2010) was a writer based in Aldeburgh and well known around the town. Her cat was called Jessye Norman.

Fantasia, formally a fisherman's boathouse or net shed, is a house in miniature, standing overlooking the beach on Crag Path in the heart of Aldeburgh's conservation area.

132 AR

MARY NEWCOMB (BRITISH, 1922-2008)

'The Passage of the Little Black Dog'
signed with initials 'MN' (lower right); inscribed 'To Muriel/A very happy Christmas/from Mary Newcomb' (on frame verso)

pencil, chalk and watercolour

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

£800 - 1,200

€900 - 1,400



133

133 AR

MARY NEWCOMB (BRITISH, 1922-2008)

'The Lord and Lady at their Gates'
dated and signed '75 Mary Newcomb' (lower right); further signed,
titled and dated 'March 1975' (on board verso)
oil on board
78 x 76cm (30 11/16 x 29 15/16in).

£15,000 - 20,000

€17,000 - 23,000

Provenance

With Crane Kalman, where acquired by the present owner in June 2001

Exhibited

London, Crane Kalman, *Two Lyrical Painters - Winifred Nicholson and Mary Newcomb*, June 2001



134

134 AR

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

Fruit

signed and dated 'Fedden 1991' (lower right)

gouache

12 x 19.5cm (4 3/4 x 7 11/16in).

£1,000 - 1,500

€1,100 - 1,700

135 AR

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

The Family

pencil

9 x 11cm (3 9/16 x 4 5/16in).

together with another pencil study of a flower by the same hand measuring 12 x 12cm (4 3/4 x 4 3/4in)(2)

£800 - 1,200

€900 - 1,400

Provenance

Sale; Sotheby's, London, 23 November 2016, lot 578

136 AR

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

Lemon

signed and dated 'Fedden 1991' (lower left)

gouache

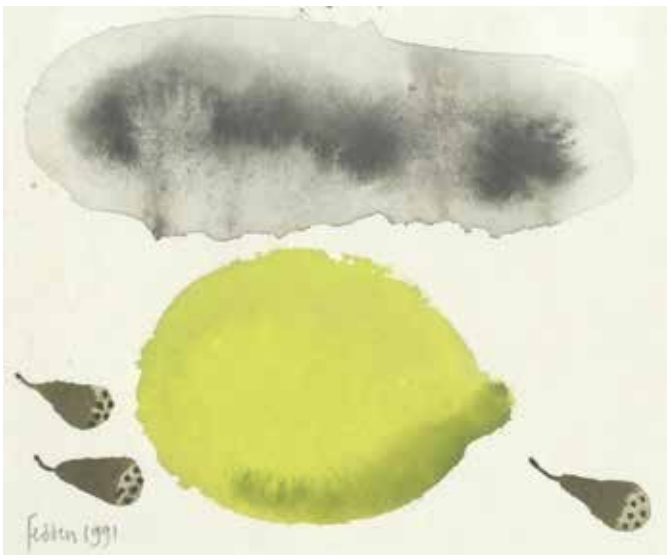
12 x 14.5cm (4 3/4 x 5 11/16in).

£800 - 1,200

€900 - 1,400



135



136



137

137 AR

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

The Net Curtain

signed and dated 'Fedden 1973' (lower left); also signed 'Mary FEDDEN' and inscribed with Artist's address on Artist's label (attached to the reverse of the frame)

oil on canvas

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

£6,000 - 8,000

€6,800 - 9,000

Provenance

With Thomas Agnew & Sons

138 AR

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

Mug and Persimmon

signed and dated 'Fedden 1985' (lower left)

gouache and collage

13 x 18.5cm (5 1/8 x 7 5/16in).

£1,200 - 1,800

€1,400 - 2,000



138



139

139 AR

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

Still Life with Flowers in a Glass Vase

signed 'Dod Procter' (lower left)

oil on board

31 x 25.5cm (12 3/16 x 10 1/16in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

With David Messum Fine Art

140 AR

PATRICK PROCKTOR R.A., R.W.S. (BRITISH, 1936-2003)

Crystal Palace 1999

signed 'Patrick Procktor' (lower left)

pencil and watercolour

22.5 x 29.5cm (8 7/8 x 11 5/8in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

With The Redfern Gallery

Exhibited

Poole, Arts University Bournemouth, *Patrick Procktor: The Last Romantic*, 14 January-3 March 2016



140

141 AR

VICTOR PASMORE R.A. (BRITISH, 1908-1998)

Still Life with Anemones
signed with initials 'VP' (lower left)
oil on canvasboard
29 x 20.7 cm. (11 1/2 x 8 1/4 in.)
Executed circa 1940

£7,000 - 10,000
€7,900 - 11,000

Provenance

Lady How
Sale; Phillip's, Edinburgh, 3 May 1991, lot 109
With Duncan Miller Fine Art, London, where acquired by the present
owner
Private Collection, U.K.



141

142 AR

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

'My new brushes'
signed and dated 'Fedden '02' (lower right); further signed and titled
(on handwritten label verso)
oil on canvas laid to board
40 x 29cm (15 3/4 x 11 7/16in).

£4,000 - 6,000
€4,500 - 6,800

Literature

José Manser, *Mary Fedden and Julian Trevelyan, Life and Art on the Thames*, Unicorn Press, London, 2012, illus.p.155



142



143



144

143 AR

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

'The Blue Parasol'
signed and dated 'Fedden 1984' (lower left); further signed and titled
(on handwritten label verso)
oil on canvas
30.5 x 40.5cm (12 x 15 15/16in).

£2,500 - 3,000

€2,800 - 3,400

Provenance

With Bohun Gallery

144 AR

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

'Girl, Men and Horse'
signed and dated 'Fedden 1976' (lower left); further signed and titled
(on handwritten label verso)
gouache
16.5 x 18cm (6 1/2 x 7 1/16in).

£1,200 - 1,800

€1,400 - 2,000

Provenance

With Mignon Gallery, Bath, where acquired in 1977



145

145 AR

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

'Teapot'
signed and dated 'Fedden 1991' (lower left); signed 'Mary Fedden'
and titled (on label verso)
oil on board
20.5 x 51.5cm (8 1/16 x 20 1/4in).

£4,000 - 6,000

€4,500 - 6,800

146 AR

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

Josephine's Flowers
signed and dated 'M. Fedden/1943' (lower right)
oil over a printed base
73 x 61.5cm (28 3/4 x 24 3/16in).

£3,000 - 5,000

€3,400 - 5,600

Exhibited

London, New English Art Club, *Catalogue of the Ninety-fourth Exhibition*, 23 October-13 November 1943, cat.no.292.



146



147

147*

LOUIS WILLIAM WAIN (BRITISH, 1860-1939)

Treasure Kittens

signed 'Louis Wain' (lower left)

oil on board

17.5 x 26.5cm (6 7/8 x 10 7/16in).

£1,500 - 2,000

€1,700 - 2,300

148*

LOUIS WILLIAM WAIN (BRITISH, 1860-1939)

Fetching Milk

signed 'Louis Wain' (lower left)

watercolour and gouache

23 x 19.5cm (9 1/16 x 7 11/16in).

£1,500 - 2,000

€1,700 - 2,300

149*

LOUIS WILLIAM WAIN (BRITISH, 1860-1939)

Sicilian

watercolour and gouache

18.5 x 13cm (7 5/16 x 5 1/8in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

With Miriam Shiell Fine Art



148



149



150

150*

LOUIS WILLIAM WAIN (BRITISH, 1860-1939)

The Maypole

signed 'Louis Wain' (lower right)

oil on canvas

55.5 x 80.5cm (21 7/8 x 31 11/16in).

the lot also includes a copy of the advertising postcard featuring the work and copies of the board meeting minutes relating to its commission

£5,000 - 7,000

€5,600 - 7,900

The present work was commissioned from Wain in 1905 by Copley Marshall Ltd., a Huddersfield based dyeing and mercerising company where it was reproduced as an advertising postcard for their 'Wildspur Lustre Yarns'. The minutes of the board meeting on 30th January 1905 record:

'Mr Ashburner's scheme of advertising by showcard and picture postcard be adopted and that Mr Ashburner be instructed to obtain an oil painting by Louis Wain for this purpose..'.
'

It was further recorded at the same meeting that a sum of £500 was approved for this advertising scheme.

151*

LOUIS WILLIAM WAIN (BRITISH, 1860-1939)

Out with Auntie

signed 'Louis Wain' (lower left)

ink and watercolour

32 x 23cm (12 5/8 x 9 1/16in).

£1,500 - 2,000

€1,700 - 2,300

Provenance

With Raphael Tuck & Sons Ltd

Sale; Gilbert H.Fabes, 31 May 1962, lot 84



151



153



154



152

152 AR

LADY BEATRICE GLENAVY (IRISH, 1883-1970)

'Madonna'

signed with monogram (lower right); titled and inscribed with Artist's name and address (on canvas verso)

oil on canvas

38 x 31cm (14 15/16 x 12 3/16in).

£2,000 - 3,000

€2,300 - 3,400

153 AR

BILLY CHILDISH (BRITISH, BORN 1959)

'Spector between 2 lovers'

signed 'B. HAMPER' (lower right); inscribed 'HAMBURG', dated '15th Aug' and titled (on canvas verso)

oil on canvas

95 x 60cm (37 3/8 x 23 5/8in).

£2,000 - 3,000

€2,300 - 3,400

154 AR

BILLY CHILDISH (BRITISH, BORN 1959)

At the Dom

signed and dated 'B HAMPER/90' (lower right); inscribed and dated 'HAMBURG/18th Aug 90' (on canvas verso)

oil on canvas

70.5 x 50.5cm (27 3/4 x 19 7/8in).

£1,500 - 2,000

€1,700 - 2,300



155



156

155

ERIC GILL A.R.A. (BRITISH, 1882-1940)

Angel

watercolour

8.8 x 14 cm. (3 1/2 x 5 1/2 in.)

Executed in 1912

£2,000 - 3,000

€2,300 - 3,400

Provenance

With Peter Nahum, London

156 ^{AR}

LEONORA CARRINGTON (BRITISH, 1917-2011)

'Emelia Snood Wins the Egg Competition'

signed 'Leonora Carrington' (centre right); further signed, titled and dated 'ASCOT 5/7/32' (on paper mount)

ink and watercolour

11.5 x 15.5cm (4 1/2 x 6 1/8in).

together with an unframed pencil sketch by the same hand dated 'Ascot 1931 July' (2)

£1,500 - 2,000

€1,700 - 2,300



157

157 AR

ALAN LOWNDES (BRITISH, 1921-1978)

Portrait of a Lady in a Green Coat
signed and dated 'Alan Lowndes/1957' (lower left)
oil on canvas
78 x 59cm (30 11/16 x 23 1/4in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

Sale; Sotheby's, Olympia, 14 September 2005, lot 92



158

158 AR

OROVIDA CAMILLE PISSARRO (BRITISH, 1893-1968)

Summer - Picking Peas
signed and dated 'OROVIDA/1946' (lower right)
oil and tempera on paper laid to board
90.5 x 106cm (35 5/8 x 41 3/4in).

£4,000 - 6,000

€4,500 - 6,800

Provenance

With Nina Zborowska Fine Paintings

159 AR

MELISSA SCOTT-MILLER (BRITISH, B.1959)

Garden with White Dog
signed with initials and dated 'MESM 16' (lower left)
oil on canvas
122.5 x 76cm (48 1/4 x 29 15/16in).
unframed

£1,500 - 2,000

€1,700 - 2,300

160 AR

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

Street Scene with Figures
signed 'Carel Weight' (lower right)
oil on card
26.5 x 27cm (10 7/16 x 10 5/8in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

Acquired by the family of the present owner, and thence by descent

161 AR

MELISSA SCOTT-MILLER (BRITISH, B.1959)

'Back gardens in autumn, Islington'
signed with initials and dated 'MESM 16' (lower left); titled (on canvas verso)
oil on canvas
121.5 x 76.5cm (47 13/16 x 30 1/8in).
unframed

£1,500 - 2,000

€1,700 - 2,300



160



159



161



162



163

162 AR

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

Bourbon Street Blues
signed 'Ruskin Spear' (lower right)
oil on board
63.5 x 76cm (25 x 29 15/16in).

£6,000 - 8,000

€6,800 - 9,000

163 AR

FREDERICK GORE C.B.E., R.A. (BRITISH, 1913-2009)

Carnival Scene
oil on canvas
101 x 138cm (39 3/4 x 54 5/16in).

£3,000 - 4,000

€3,400 - 4,500

Provenance

Gift to Tony Adams who was proprietress of Tate Gallery Restaurant
Thence by descent from Doug Adams, Tony's husband



164

164 AR

BERYL COOK (BRITISH, 1926-2008)

'Bowling Ladies'

signed 'B. Cook' (lower right); bears date '1981' (on handwritten label verso) and titled (on board verso)

oil on board

77 x 61cm (30 5/16 x 24in).

£10,000 - 15,000

€11,000 - 17,000

Provenance

With Portal Gallery



165



166

165 AR

FRED YATES (BRITISH, 1922-2008)

Cottage, Newbridge
signed 'FRED YATES' (lower left)
oil on board
91.5 x 114cm (36 x 44 7/8in).

£3,000 - 5,000

€3,400 - 5,600

Exhibited

Sutton, Europa Gallery, *Fred Yates*, 5-16 June 1990, cat.no.25

166 AR

FRED YATES (BRITISH, 1922-2008)

'Pendeen'
signed 'FRED/YATES' (lower right); bears title (on board verso)
oil on board
40.5 x 52cm (15 15/16 x 20 1/2in).

£1,500 - 2,000

€1,700 - 2,300

167 AR

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

'Garn Fawr'

signed 'John Piper' (lower right) and titled and dated '12 VIII 69' (lower left)

watercolour and gouache

37 x 54cm (14 9/16 x 21 1/4in).

£5,000 - 7,000

€5,600 - 7,900

Provenance

With Marlborough Fine Art

168 AR

BRYAN PEARCE (BRITISH, 1929-2007)

'Gloxinia (on a blue cloth)'

signed 'Bryan Pearce' (lower centre); titled and dated '1973' (on board verso)

oil on board

59 x 49cm (23 1/4 x 19 5/16in).

£4,000 - 6,000

€4,500 - 6,800

Provenance

Acquired by the present owner from the Artist's mother *circa* 1974

169 AR

BRYAN PEARCE (BRITISH, 1929-2007)

The Harbour at Newlyn

signed 'Bryan Pearce' (lower centre)

pen and ink

41.5 x 58.5cm (16 5/16 x 23 1/16in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

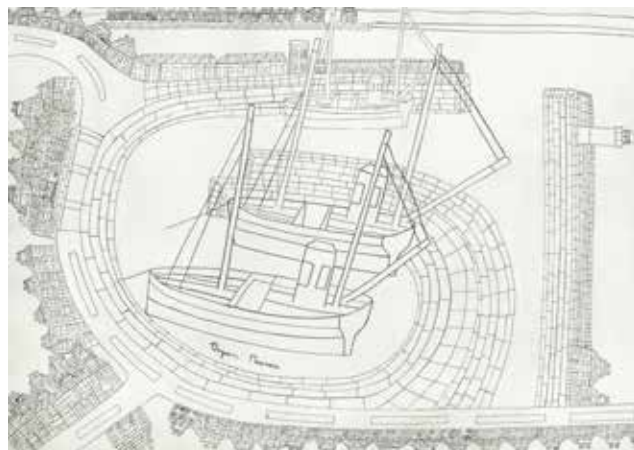
Acquired by the present owner from the Artist's mother *circa* 1974



167



168



169



170

170 AR

PETER SAMUELSON (BRITISH, 1912-1996)

Man in Armchair

pen and ink

20.5 x 33cm (8 1/16 x 13in).

together with 9 further pen and ink works by the same hand (all unframed) (10)

£1,000 - 1,500

€1,100 - 1,700

171 AR

PETER SAMUELSON (BRITISH, 1912-1996)

Breakfast Time

pen and ink

20.5 x 33cm (8 1/16 x 13in).

together with 8 further pen and ink works by the same hand (all unframed) (9)

£1,000 - 1,500

€1,100 - 1,700

172 AR

IAN HUMPHREYS (BRITISH, BORN 1956)

The Clown

signed and dated 'HUMPHREYS 86' (lower right)

oil on canvas

137 x 122cm (53 15/16 x 48 1/16in).

£1,500 - 2,000

€1,700 - 2,300

Provenance

With Eton Galleries



171



172

173 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Girl Paddling

signed with initials 'SEVD' (lower right)

oil on board

45 x 29.5cm (17 11/16 x 11 5/8in).

£3,000 - 5,000

€3,400 - 5,600

174 AR

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

Jason in Underpants

signed 'BRATBY' (upper left)

oil on canvas

91 x 71cm (35 13/16 x 27 15/16in).

£1,500 - 2,000

€1,700 - 2,300

Provenance

With Thackeray Gallery



173



174



175

175 AR

KENNETH ARMITAGE (BRITISH, 1916-2002)

Reclining Female Nude

signed with initials and dated 'KA '60' (lower right)

charcoal and ink

41 x 48cm (16 1/8 x 18 7/8in).

£1,000 - 1,500

€1,100 - 1,700

176 AR

WILLIAM TURNBULL (BRITISH, 1922-2012)

Female Nude

signed 'Turnbull' (lower left)

pencil

35.5 x 24cm (14 x 9 7/16in).

£800 - 1,200

€900 - 1,400

177 AR

KENNETH ARMITAGE (BRITISH, 1916-2002)

Sleeping Female Nude

signed with initials and dated 'KA '60' (lower left)

charcoal and ink

41 x 48.5cm (16 1/8 x 19 1/8in).

£1,000 - 1,500

€1,100 - 1,700



176



177

178 AR

RALPH BROWN R.A. (BRITISH, 1928-2013)

Cache-cache
signed with monogram and numbered '10/10' (on back of head)
bronze on a marble bench
53cm (20 7/8in) (high)
Conceived in 1983

£5,000 - 7,000

€5,600 - 7,900

Exhibited

Bath, Beaux Arts, *Ralph Brown Sculptures in Bronze*, 1983, cat.no.12
(ill.b&w, another cast)
Leeds, Leeds City Art Gallery, The Henry Moore Centre for the Study
of Sculpture, *Ralph Brown Sculpture and Drawings*, 21 July-18
September 1988, cat. no.51, (ill. p.56, another cast), with tour to Mead
Gallery, University of Warwick Arts Centre, Warwick

179 AR

RALPH BROWN R.A. (BRITISH, 1928-2013)

Girl Waking Maquette
stamped with monogram and numbered '9•10' (on back of head)
bronze
67cm (26 3/8in) (long)
Conceived in 1981

£4,000 - 6,000

€4,500 - 6,800

Exhibited

Possibly Bath, Beaux Arts, *Ralph Brown Sculptures in Bronze*, 1983,
cat.no.15 (another cast)





180



181

180 AR

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

Westminster
signed 'Ken Howard' (lower right)
oil on canvas
81 x 121.5cm (31 7/8 x 47 13/16in).
Executed circa 1965

£5,000 - 7,000
€5,600 - 7,900

181 AR

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

View of St Michael's Mount
signed with initials 'KH' (lower right)
oil on board
15 x 21.5cm (5 7/8 x 8 7/16in).

£800 - 1,200
€900 - 1,400



182

182 AR

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

Model in the Artist's Studio
signed 'Ken Howard.' (lower right)
oil on canvas
122 x 101cm (48 1/16 x 39 3/4in).

£10,000 - 15,000

€11,000 - 17,000



183



184

183 AR

MARY POTTER (BRITISH, 1900-1981)

'Baby in Pram'
titled, signed and inscribed with Artist's address 'The Red House/
Aldeburgh/Suffolk' (on handwritten labels verso)
oil on canvas
30.5 x 35.5cm (12 x 14in).

£4,000 - 6,000
€4,500 - 6,800

184 AR

MARY POTTER (BRITISH, 1900-1981)

Mauve and Ochre
oil on canvas
45.5 x 76.5cm (17 15/16 x 30 1/8in).

£2,500 - 3,000
€2,800 - 3,400

Provenance

Sale; Phillips, London, 6 June 2000, lot 141
Sale; Sotheby's, Olympia, 26 February 2003, lot 339, where acquired
by the present owner



185

185 AR

PRUNELLA CLOUGH (BRITISH, 1919-1999)

Chair Shadow, 1986
mixed media on board
19.5 x 23cm (7 11/16 x 9 1/16in).

£1,500 - 2,000

€1,700 - 2,300

Provenance

Acquired directly from the Artist by the present owner

Exhibited

London, Olympia Fine Art and Antiques Fair, *Prunella Clough*
(1919-1999) - *Seeing the World Sideways*, 2-7 March 2000



186

FRANK AVRAY WILSON 1914-2009

Frank Avray Wilson was an abstract painter, printmaker and writer. Born in Mauritius in 1914, his early childhood was spent surrounded by exotic flora and fauna on the island which sparked an interest in the natural world, and he went on to study natural sciences at St John's College, Cambridge. In 1953 Wilson met fellow artist Denis Bowen through the progressive *Free Painters Group*, with whom he founded the New Vision Centre Gallery in London in 1956, which exhibited work by contemporary abstract artists. One of the first British painters to apply the techniques and methods of Action Painting and Tachism to his work, he also exhibited in the landmark *Metavisual, Tachiste, Abstract* exhibition at the Redfern Gallery in 1957. His paintings are characterised by an exuberant use of colour and expressive handling of paint, wonderfully illustrated in the group of works offered here.

186 AR

FRANK AVRAY WILSON (BRITISH, 1914-2009)

Untitled, Blue and Green

oil on board

106 x 75cm (41 3/4 x 29 1/2in).

unframed

with another oil by the same hand (on board verso)

£1,200 - 1,800

€1,400 - 2,000

187 AR

FRANK AVRAY WILSON (BRITISH, 1914-2009)

Red and Green Abstract

signed and dated 'Avray Wilson 78' (lower right)

oil on card

51 x 63cm (20 1/16 x 24 13/16in).

unframed

£800 - 1,200

€900 - 1,400



186 (verso)



187

188 AR

FRANK AVRAY WILSON (BRITISH, 1914-2009)

Abstract in Green

signed 'Avray Wilson' (on board verso)

oil on board

122 x 76.5cm (48 1/16 x 30 1/8in).

unframed

£1,500 - 2,000

€1,700 - 2,300

189 AR

FRANK AVRAY WILSON (BRITISH, 1914-2009)

Landscape with Cypress Trees

oil on card

62 x 76cm (24 7/16 x 29 15/16in).

together with a further landscape painting by the same hand
(on card verso)

£800 - 1,200

€900 - 1,400

190 AR

FRANK AVRAY WILSON (BRITISH, 1914-2009)

Untitled, Orange

ink and watercolour

75 x 55cm (29 1/2 x 21 5/8in).

unframed

£800 - 1,200

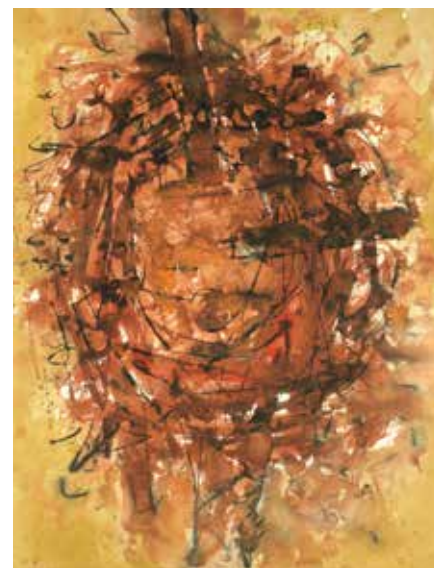
€900 - 1,400



188



189



190



191

191 AR

BRIAN YOUNG (BRITISH, BORN 1934)

Painting 1961

signed and dated 'Young/1961-2' (verso)

oil on canvas

177.8 x 152.4 cm. (70 x 60 in.)

£1,000 - 1,500

€1,100 - 1,700

Provenance

Probably acquired from the 1962 exhibition by Barbara Goalen (1921-2002), thence by descent to the present owner
Private Collection, U.K.

Exhibited

Probably London, Rowan Gallery, *Five Young Artists*, 1962

Literature

Norbert Lynton, 'London Letter', *Art International*, September 1962, p.49 (ill.b&w)

Barbara Goalen has been noted as arguably the first British supermodel and is considered the epitome of post-war glamour. She modelled in campaigns for fashion houses including Dior and Balenciaga and at the height of her prominence she was described as the most photographed woman in Britain.

We are grateful to the Artist for his assistance in cataloguing the present work.

192 AR

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

Demeter

signed 'Tilson' and numbered 'II/X', also signed, dated, titled and inscribed with stencil 'TILSON / 1981 / "DEMETER"' (verso)

wood relief

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

the present work is an Artist's Proof, number 2 of 10, aside from the edition of 100

£1,000 - 1,500

€1,100 - 1,700

Provenance

With Waddington Graphics

193 AR

ANTONY DONALDSON (BRITISH, BORN 1939)

Reclining Female Nude

signed and dated 'Antony Donaldson 1973' (lower centre)

coloured pencil

58.5 x 45.5cm (23 1/16 x 17 15/16in).

£1,000 - 1,500

€1,100 - 1,700



192



193



194

194 AR

RICHARD SMITH (BRITISH, 1931-2016)

A Whole Year a Half a Day IV
acrylic on shaped canvas, with aluminium edges
152.4 x 152.4 x 30.4 cm. (60 x 60 x 12 in.)
(unframed)
Executed in 1966

£15,000 - 25,000

€17,000 - 28,000

Provenance

With the Kasmin Gallery, London, 1988, where acquired by
Private Collection
Their sale; Sotheby's, London, 13 July 2007, lot 154, where acquired
by the present owner
Private Collection, U.K.

Exhibited

London, Kasmin Gallery, *Richard Smith: Twelve Paintings*,
24 February 1967
São Paulo, *IX Biennale*, 1967
Brussels, Palais des Beaux Art, *Exhibition of Young British Painters*,
1967
New York, Jewish Museum, *Richard Smith*,
19 March-12 May 1968, cat.no.11
London, Tate Gallery, *Richard Smith, Seven Exhibitions*,
1961-75, 13 August-28 September 1975, cat.no.22 (col.ill)

A Whole Year a Half a Day IV belongs to a series of twelve early shaped canvases that were specifically conceived for John Kasmin's then revolutionary 1960s 'White Cube' gallery space. Each work within the series features a corner curving to varying degrees, a motif developed from folded successive pages torn from a calendar. Smith's visual reference to the passing of time is reinforced by the title alluding to both a brief 'half a day' and the extended 'whole year'. The series demonstrate Smith's ability to bridge the gap between abstract and pop; by upscaling every day imagery to monumental colour-field form in a manner closest perhaps to that of Jasper Johns. Smith's works from 1963 through to the late 1970s are original in their shaping of the canvas, rendering it both painting and sculpture which Bryan Robertson described as 'like Cubism literally come true'.

The series was shown in its entirety both at the 1967 São Paulo Biennale (for which Smith won the grand prize) and again at his 1975 Tate exhibition.



195 AR

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

Untitled - Blue, Red and White
signed and dated 'Frost July 70' (lower right)
collage and watercolour
77.5 x 57.5cm (30 1/2 x 22 5/8in).

£3,500 - 5,500

€4,000 - 6,200

Provenance

With Badcocks Gallery, Newlyn

196 AR

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

Circles, Red, White and Black
signed and dated 'T Frost 96' (lower right)
gouache
17.5 x 41.5cm (6 7/8 x 16 5/16in).

£800 - 1,000

€900 - 1,100

195



196

197 AR

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

Untitled, Blue and Red
signed and dated 'T Frost 68' (lower right)
watercolour
72 x 52cm (28 3/8 x 20 1/2in).

£3,500 - 5,500

€4,000 - 6,200

Provenance

With Badcocks Gallery, Newlyn



197

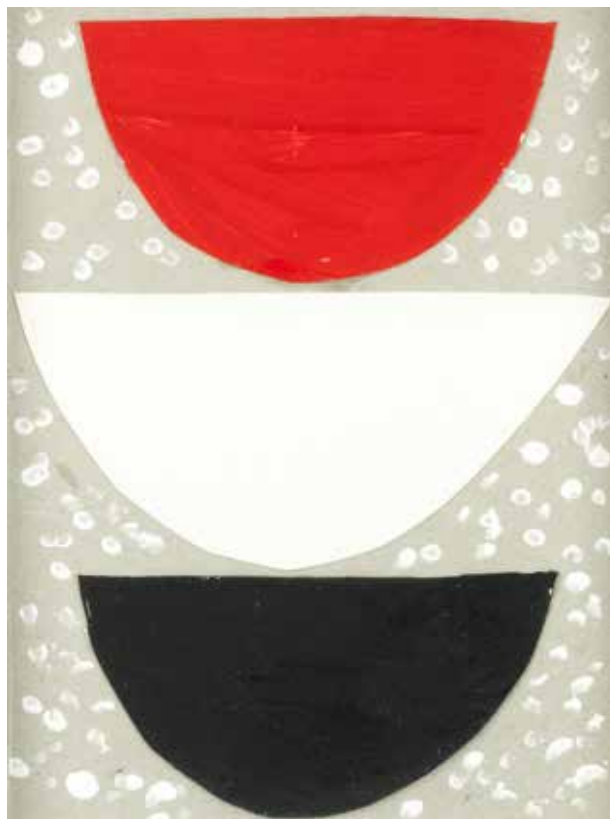
198 AR

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

Semi-circles Red, White and Black
collage and gouache on card
18.5 x 14cm (7 5/16 x 5 1/2in).

£800 - 1,200

€900 - 1,400



198



199



200

199 AR

JOHN HOYLAND R.A. (BRITISH, 1934-2011)

A Year Gone

acrylic on canvas

30 x 40cm (11 13/16 x 15 3/4in).

Executed in 1994

£2,000 - 3,000

€2,300 - 3,400

Provenance

With Bebb Fine Art, where acquired by the present owner

200 AR

JOHN HOYLAND R.A. (BRITISH, 1934-2011)

Rock Life

acrylic on canvas

30 x 40cm (11 13/16 x 15 3/4in).

Executed in 1999

£2,000 - 3,000

€2,300 - 3,400

Provenance

With Bebb Fine Art, where acquired by the present owner



201

201 AR

ALAN DAVIE C.B.E., H.R.S.W., R.A. (BRITISH, 1920-2014)

Variations for Tiger's Tail. No. 1
signed and dated 'Alan Davie/Aug 1960' (verso)
oil on canvas
44.5 x 80 cm. (17 1/2 x 31 1/2 in.)

£7,000 - 10,000

€7,900 - 11,000

Provenance

With Gimpel Fils, London
With Emer Gallery, Belfast, where acquired by the father of the present owner, thence by descent
Private Collection, Ireland

Exhibited

Edinburgh, Crestine Art Gallery

202 AR

MAURICE COCKRILL R.A. (BRITISH, 1936-2013)

'Mountain Zero'
signed and dated 'Maurice Cockrill 2010' and titled (on canvas verso)
acrylic on canvas
180 x 150cm (70 7/8 x 59 1/16in).
unframed

£2,000 - 3,000

€2,300 - 3,400



202

Index

Lots

Allinson, Adrian Paul	121	Ihlee, Rudolph	112
Armitage, Kenneth	175, 177	Jarman, Gerald R.	60, 61
Badmin, Stanley Roy	124, 125	John, Augustus Edwin	6, 7, 8, 9
Barker, John Rowland	109, 110	John, Gwen	1, 2, 3, 4
Becker, Harry	47	Kelly, Felix	63
Bell, Vanessa	18	Lowndes, Alan	157
Bellany, John	86	Lowry, Laurence Stephen	31, 32, 33
Booth, Raymond	129	MacGonigal, Maurice	67
Boswell, James	52, 53, 54, 55	Maguire, Cecil	66
Bowyer, William	128	Maze, Paul Lucien	127
Bratby, John	174	McFall, David	14
Brook, Peter	56, 57, 58	McIntyre, Donald	48, 49
Brown, Ralph	178, 179	Minton, John	104, 105
Carrington, Leonora	156	Nash, John Northcote	123
Childish, Billy	153, 154	Nemon, Oscar	17
Clough, Prunella	185	Newcomb, Mary	91, 132, 133
Cockrill, Maurice	202	Newcomb, Tessa	88, 89, 90, 92, 93, 131
Connor, Jerome	15	O'Neill, Daniel	59
Cook, Beryl	164	Pasmore, Victor	141
Cotton, Alan	113	Pearce, Bryan	168, 169
Craxton, John	97, 98, 99, 100, 101, 103	Piper, John	167
Cuming, Frederick	68, 69, 70, 71, 72, 73, 74, 75	Pissarro, Orovida Camille	158
Cuneo, Terence	46	Potter, Mary	183, 184
Davie, Alan	201	Priestman, Bertram	64
Delaney, Arthur	34, 35, 36	Procktor, Patrick	140
Donaldson, Antony	193	Procter, Dod	139
Dunstan, Bernard	119	Robinson, William Heath	22, 23, 24, 25, 26, 27, 28, 29
Epstein, Jacob	10, 16	Samuelson, Peter	170, 171
Eurich, Richard	94, 95, 96	Scott-Miller, Melissa	159, 161
Fedden, Mary	134, 135, 136, 137, 138, 142, 143, 144, 145, 146	Shepherd, David	130
Fraser, Donald Hamilton	87	Shields (Braaq), Brian	37, 38, 39, 40, 41, 42
Frost, Terry	195, 196, 197, 198	Sickert, Walter Richard	20, 21
Gertler, Mark	12, 13	Smith, Matthew	5
Gill, Eric	155	Smith, Richard	194
Gillchrest, Joan	85	Spear, Ruskin	162
Glenavy, Lady Beatrice	152	Sutherland, Graham	102
Gore, Frederick	163	Taplin, Guy	76, 77, 78, 79, 80, 81, 82, 83
Grant, Duncan	19	Tilson, Joe	192
Greenham, Peter	120	Trevelyan, Julian	126
Hall, Clifford	122	Turnbull, William	176
Hambling, Maggi	84	Turner, William Ralph	50, 51
Hardy, Robert	30	Valentine-Daines, Sherree	173
Hayes, Colin	118	Vaughan, Keith	106, 107, 108
Herman, Josef	43, 44, 45	Wain, Louis William	147, 148, 149, 150, 151
Hilder, Rowland	65	Weight, Carel	11, 160
Hillier, Tristram	111	Williams, Kyffin	62
Howard, Ken	114, 115, 116, 117, 180, 181, 182	Wilson, Frank Avray	186, 187, 188, 189, 190
Hoyland, John	199, 200	Yates, Fred	165, 166
Humphreys, Ian	172	Young, Brian	191

MODERN BRITISH AND IRISH ART

Wednesday 13th of June 2018
New Bond Street, London

LUCIEN PISSARRO (1863-1944)

A Lane in Snow (Crockhurst Lane)

oil on canvas

64.5 x 53 cm. (25 3/4 x 20 7/8 in.)

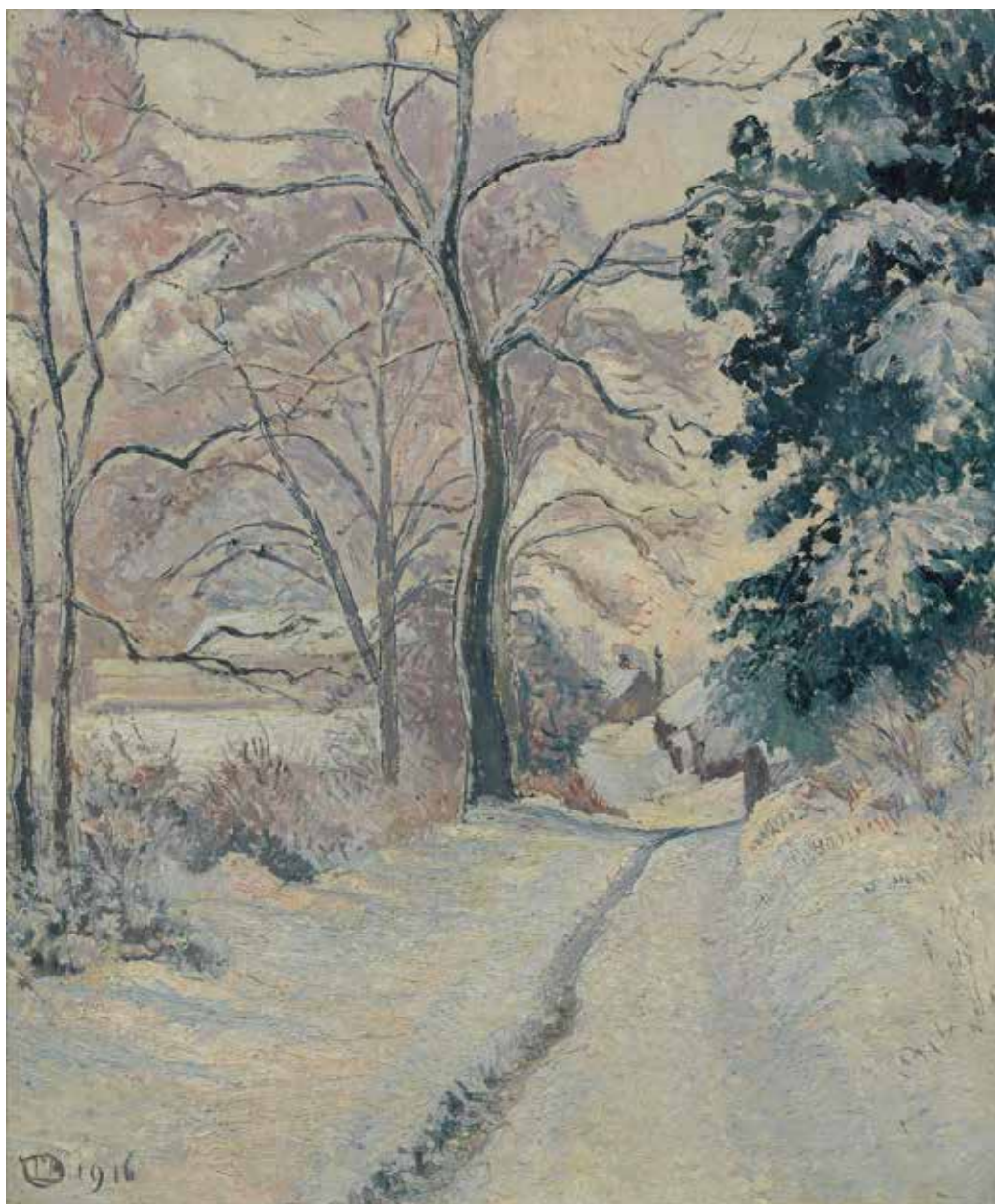
Painted in 1916

£40,000 - 60,000 *

ENQUIRIES

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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.

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot*

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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*).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

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

The following symbols, shown beside the *Lot* number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

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

Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

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/supporting-museums/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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

Olt 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. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

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.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

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

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.

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> 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.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> 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 <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> 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.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> 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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , 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 <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> 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.	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.
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;	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 <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> 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.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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.
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			11	GOVERNING LAW
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> 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 <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> 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 <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> 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 <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS		
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> 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 <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

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 <i>Lot</i> 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 <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	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 <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
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;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> 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:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) 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 <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
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 <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , 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 <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , 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
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (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.	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 <i>Forgery</i> 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 <i>Lot</i> 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 <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> 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 <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> 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 <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> 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 <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		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 <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> 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 <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> 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 <i>Lot</i> 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 non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

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

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

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

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"**Additional Premium**" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).
"**Auctioneer**" the representative of *Bonhams* conducting the *Sale*.

"Bidder" a person who has completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract for 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 "indemnity" 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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Please circle your bidding method above.

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

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

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

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

Sale title: Modern British & Irish Art		Sale date: 27 March 2018													
Sale no. 24590		Sale venue: Knightsbridge													
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p>General Bid Increments:</p> <table border="0"> <tr> <td>£10 - 200by 10s</td> <td>£10,000 - 20,000by 1,000s</td> </tr> <tr> <td>£200 - 500by 20 / 50 / 80s</td> <td>£20,000 - 50,000by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000by 50s</td> <td>£50,000 - 100,000by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000by 100s</td> <td>£100,000 - 200,000by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000by 200 / 500 / 800s</td> <td>above £200,000at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000by 500s</td> <td></td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p>				£10 - 200by 10s	£10,000 - 20,000by 1,000s	£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s	£500 - 1,000by 50s	£50,000 - 100,000by 5,000s	£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s	£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion	£5,000 - 10,000by 500s	
£10 - 200by 10s	£10,000 - 20,000by 1,000s														
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s														
£500 - 1,000by 50s	£50,000 - 100,000by 5,000s														
£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s														
£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion														
£5,000 - 10,000by 500s															
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City		County / State													
Post / Zip code		Country													
Telephone mobile		Telephone daytime													
Telephone evening		Fax													
Preferred number(s) in order for Telephone Bidding (inc. country code)															
E-mail (in capitals)															
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.															
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>													
If registered for VAT in the EU please enter your registration here: <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>		Please tick if you have registered with us before <input type="checkbox"/>													

[illegible]

FOR WINE SALES ONLY			
Please leave lots "available under bond" in bond	<input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT)	<input type="checkbox"/>

Date:

UK/01/18



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