



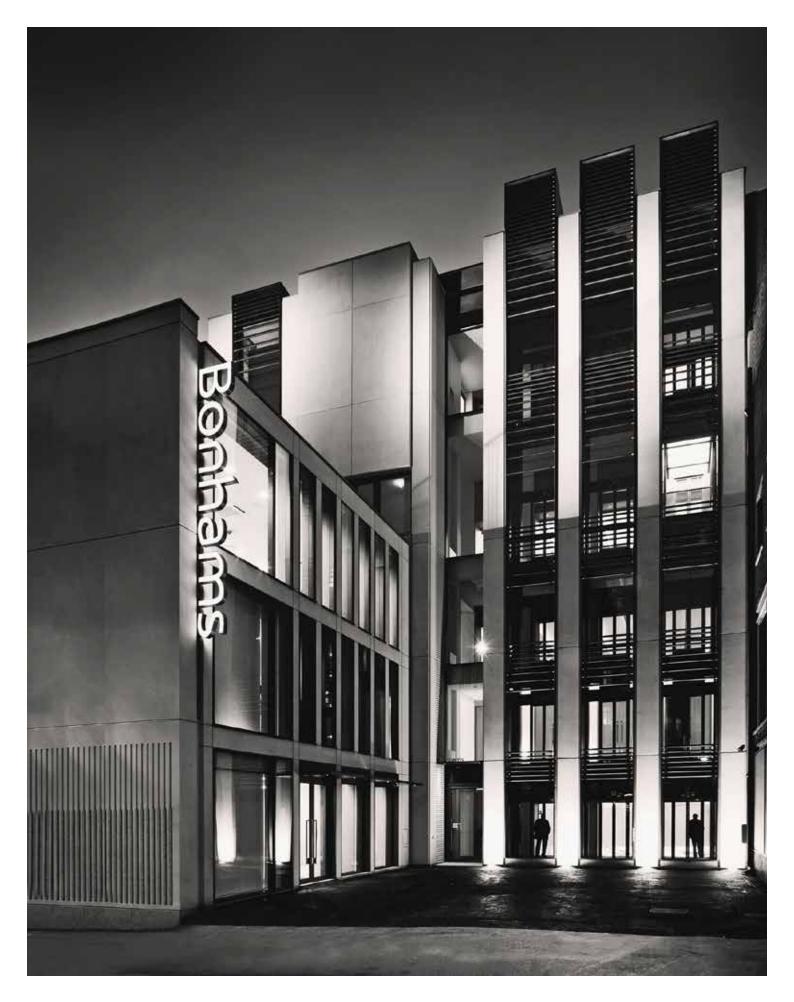
The Bond Street Sale

Fine Collectors' Motor Cars

New Bond Street, London | 1 December 2018







# The Bond Street Sale

## Fine Collectors' Motor Cars

101 New Bond Street, London | Saturday 1 December 2018 at 14:30

### **VIEWING**

Friday 30 November 9:00 to 17:00 Saturday 1 December from 9:00

#### **SALE TIMES**

Motor Cars 14:30

### **SALE NUMBER**

24880

### **CATALOGUE**

9.000 + p.00

### **BIDS**

+44 (0) 20 7447 7447 +44 (0) 20 7447 7401 fax To bid via the internet please visit www.bonhams.com

Please note that bids should be submitted no later than 16:00 on Friday 30 November. Thereafter bids should be sent directly to bids@bonhams.com

We regret that we are unable to accept telephone bids for lots with a low estimate below £500. Absentee bids will be accepted. New bidders must also provide proof of identity when submitting bids. Failure to do so may result in your bids not being processed.

## Live online bidding is available for this sale

Please email bids@bonhams.com with "Live bidding" in the subject line 48 hours before the auction to register for this service.

### IMPORTANT INFORMATION

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

### **ENQUIRIES**

Motor Cars +44 (0) 20 7468 5801 +44 (0) 20 7468 5802 fax ukcars@bonhams.com

### **SPECIALISTS**

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### **CUSTOMER SERVICES**

Monday to Friday 08.30 to 18:00 +44 (0) 20 7447 7447

Please see the following pages for bidder information including after-sale collection and shipment

Please see back of catalogue for important notice to bidders

### **ILLUSTRATIONS**

Front cover: Lot 10 Back cover: Lot 26

## REGISTRATION IMPORTANT NOTICE

Please note that all customers, irrespective of any previous activity with Bonhams, are required to complete the Bidder Registration Form in advance of the sale. The form can be found at the back of every catalogue and on our website at www.bonhams.com and should be returned by email or post to the specialist department or to the bids department at bids@bonhams.com

To bid live online and / or leave internet bids please go to www.bonhams.com/auctions/24880 and click on the Register to bid link at the top left of the page.

### Bonhams 1793 Limited

Registered No. 4326560 Registered Office: Montpelier Galleries Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900 +44 (0) 20 7393 3905 fax

### **Bonhams International Board**

Malcolm Barber Co-Chairman, Colin Sheaf Deputy Chairman, Matthew Girling CEO, Patrick Meade Group Vice Chairman, Asaph Hyman, Caroline Oliphant, Edward Wilkinson, Geoffrey Davies, James Knight, Jon Baddeley, Jonathan Fairhurst, Leslie Wright, Rupert Banner, Shahin Virani, Simon Cottle.

### **Bonhams UK Ltd Directors**

Colin Sheaf Chairman, Harvey Cammell Deputy Chairman, Emily Barber, Antony Bennett, Matthew Bradbury, Lucinda Bredin, Simon Cottle, Andrew Currie, Charles Graham-Campbell, Matthew Haley, Richard Harvey, Robin Hereford, Charles Lanning, Grant MacDougall, Gordon McFarlan, Andrew McKenzie, Simon Mitchell, Jeff Muse, Mike Neill, Charlie O'Brien, Giles Peppiatt, India Phillips, Peter Rees, John Sandon, Tim Schofield, Veronique Scorer, Robert Smith, James Stratton, Ralph Taylor, Charlie Thomas, David Williams, Michael Wynell-Mayow, Suzannah Yip.

## **General Information**

### Admission

Bonhams has the right at its sole discretion without assigning any reason therefore to refuse admission to its premises or attendance at any of its sales by any person.

### **Absentee Bids**

Bonhams will execute bids when instructed. Lots will be bought as cheaply as is allowed by other bids and Reserves

#### References

Intending Buyers should supply bankers' references. The references should be supplied to Bonhams in time to allow them to be taken up before the Sale. Unless arrangements are made with Bonhams for payment in advance of the Sale all Lots will be removed to storage immediately after the Sale at the Buyers' cost. In any event, the Purchase Price should be paid to Bonhams not later than 12 noon on the day after the Sale. Attention is specifically drawn to Condition 6 of the Buyers' Agreement as printed in this Cataloque.

### **Bidder Registration**

To recognise bidders during the Sale all intending Buyers are required to complete a Bidder Registration Form giving full identification and appropriate references before the Sale which will enable them to bid by means of a number allocated to them.

#### Premium

Like the vast majority of auctioneers Bonhams charge what is known as a Buyer's Premium on the Hammer Price of each Lot purchased and is subject to VAT. Some lots may also be subject to VAT on the Hammer Price and these lots will be clearly marked with a symbol (  $\dagger, \, \Omega, \, \star$  ) printed beside the lot number in the catalogue.

PLEASE NOTE FROM THE 1 SEPTEMBER 2018: For Motor Cars the Buyer's Premium will be 15% on the first £500,000 of the Hammer Price of each Lot, and 12% on the balance thereafter.

Buyers' attention is drawn to Condition 7 of the Notice to Bidders. VAT at the standard rate is payable on the Premium by all Buyers, unless otherwise stated.

### **Damage**

Any viewer who damages a Lot will be held liable for all damage caused and shall reimburse Bonhams or its agents for all costs and expenses relating to rectification of such damage.

### **NOVA (Notification of Vehicle Arrivals)**

Certain imported Motor Car and Motorcycle Lots marked "N" in the catalogue are subject to a NOVA Declaration prior to the purchaser making an application to register the vehicle in the UK with the DVLA.

### **EU** Imports

 Bonhams will undertake the NOVA Declaration on the purchaser's behalf, providing them with a NOVA reference number.

Successful purchasers should contact Mark Gold post-sale to confirm whether they intend to register the vehicle in the UK, or intend to Export the vehicle immediately

### Non-EU Imports

 If the Lot is purchased by a private purchaser wishing to register in the UK, Bonhams will undertake the NOVA Declaration on the purchaser's behalf, providing them with both a NOVA reference number and stamped C88 form.
 If the Lot is purchased by a trade by user / company.

 If the Lot is purchased by a trade buyer / company, Bonhams will provide the purchaser with a stamped C88, though they will need to submit a NOVA Declaration themselves via: <a href="https://www.gov.uk/nova-log-in">www.gov.uk/nova-log-in</a>. N.B: Bonhams takes no responsibility for a purchaser's failure to submit a NOVA Declaration and any fines / charges levied against them as a result.

### Methods of Payment

It is important you are aware of the following regarding registration and payment:

The name and address in which you register will be the name and address on your invoice, if successful. We cannot amend the details on your invoice, once issued. Furthermore, when making payment, the account from which the payment is sent must match the buyer's details as per on the bidder registration form and the issued invoice.

We are unable to accept any third party payments. Should a third party payment be made this will result in a delay in your payment being processed and your ability to collect your purchase.

Purchases can only be released when full settlement (inclusive of all charges) of all invoices issued to the buyer is received in cleared funds. Before bidding, you should ensure that you have the necessary funds available and be able to pay according to one of the methods set out below. All cheques should be made payable to Bonhams 1793 Limited.

#### Bonhams' preferred payment method is by bank transfer.

 Bank Transfer: You may electronically transfer funds to our Trust Account. 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

Address: PO Box 4RY 250 Regent Street London W1A 4RY Sort Code: 56-00-27

Account Name: Bonhams 1793 Limited Client Bank Account Account Number: 25563009

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:

- 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.
- Card: Debit issued by Visa and MasterCard only. There is no limit on payment value if payment is made in person using Chip & Pin verification.

Credit cards issued by Visa and MasterCard only. There is a  $\mathfrak{L}5,000$  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.

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.

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.

Cheque: You may pay by sterling cheque drawn on a UK bank or building society but all cheques must be cleared before you can collect your purchases, unless you have a cheque facility with Bonhams or we have received an assurance directly from your bank prior to the sale. Cheques generally take up to 10 working days to clear.

### VAT

The following symbols are used to denote that VAT is due on the hammer price and buyer's premium: † VAT at 20% on hammer price and buyer's premium Ω VAT on imported items at 20% on hammer price.

VAT on imported items at 5% on hammer price.
Zero rated for VAT, no VAT will be added to the hammer

price or the buyer's premium.

In all other instances no VAT will be charged on the hammer price, but VAT at the prevailing rate (currently 20%) will be added to the buyer's premium which will be invoiced on a VAT

### NMT

inclusive basis.

Motor vehicle lots marked "NMT" in the catalogue originate from or are registered in another EU member state and have travelled less than 6,000km from new. Accordingly HMRC and the DVLA classify such machines as 'New Means of Transport' under the Nova Scheme and are subject to VAT at 20% on the hammer price. Potential bidders should familiarise themselves with the relevant regulations in their country prior to bidding.

### Vintage Sports-Car Club Eligibility Documents

Any eligibility document issued to the owner of a car is merely to certify that the vehicle is eligible to compete in VSCC events on the basis of the rules and regulations currently in force. It is not intended to be used for any trade or commercial purposes. It does not provide any guarantee as to the standard of design, manufacture, condition or its authenticity, provenence or history. VSCC eligibility documents lose validity on transfer of ownership of the vehicle and a new application is therefore required.

## 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. Whist 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.

### **Keys and Documents**

Vehicles are offered with and without keys and documents. It is the buyers responsibility to inspect the lot at the sale to satisfy oneself as to the completeness, integrity and presence of keys, spares and documentation. The catalogue will not necessarily list such said items.

### **Motor Car Presentation**

Chris Bailey, Showcase SVS +44 (0) 7889 722 333 www.showcasesvs.co.uk

### **Photography**

Simon Clay Tom Wood Neil Fraser Francis Vermeulen

# **Guide for Buyers**

## Do I need to bring my catalogue to the sale?

Yes. Please ensure that you bring your catalogue to the sale as entry is by catalogue only. Each catalogue allows two people entry on the view and sale days. Further copies of the catalogue can be purchased at the sale venue.

#### How do I bid at the sale?

In order to bid at the sale you will be required to complete a bidder registration form, and provide identification, photographic (passport or driving licence) and address (utility bill/bank statement). In addition for a company registration please provide a copy of the Certificate of Incorporation plus proof of address.

Should you be unable to attend the sale but still wish to bid, you can either leave an absentee or telephone bid. These forms can generally be found at the back of the sale catalogue.

### Telephone bidding

Telephone bidding allows you to bid live as the auction is happening. You will need to complete a form which asks for your name, address, the telephone number(s) you wish us to contact you on (it is advisable to add an additional number such as your mobile) and the lot number(s) you wish to bid on. For any reason we are unable to contact you on the telephone number(s) you leave on the form, please ensure that the highest bid column is completed (optional). A member of Bonhams staff will contact you a few lots prior to the lot(s) you wish to bid on and you will be instructed from there on. Please note that we do not operate telephone bids for lots with a low estimate below \$500.

### Absentee/Commission bidding

As with telephone bidding, you will need to complete a form with your name, address and the lot(s) number(s) you wish to bid on. You will also need to enter the amount you are willing to bid up to for that lot (excluding premium & VAT). Bonhams will execute the bid as cheaply as possible on your behalf.

Please ensure the form is signed and dated at the bottom and disregard the client and paddle no. fields at the top of the form as this is for Bonhams use only. Once the form is completed you can either fax or post it back to our offices. Should you post the form back to our offices, please ensure it is posted in ample time prior to the sale day.

If you are a first time bidder you must also provide proof of identity. This can be either a copy of your passport or driving licence. This must be sent at the same time as your bidding form.

In order for the above forms to be accepted they have to be completed with buyer's details, lot number(s), signed, contain credit/debit card details and fax/post to us no later than the morning of the sale day.

### How fast will the auctioneer go?

The auctioneer will aim to sell +/- 60 lots of automobilia per hour and circa 30 vehicles per hour.

## Can I view the files that accompany the vehicles?

Yes, we should have every vehicles file available for inspection during the view. Each motor car's registration document (VSC), is held within a separate file at the documents desk during the auction. To view this document please ask a member of staff.

## Are there any warranties offered with the vehicles?

No. All vehicles are offered on an 'as seen' basis. It is wise if possible to bring a professional mechanic with you to fully inspect the vehicles. It is also advised that the vehicles is checked before road use. The fully illustrated catalogue will describe the vehicles to the best of our ability on information supplied. Should we receive pertinent information after the publication of the catalogue, we shall affix what is known as a sale room notice (SRN) to the vehicle. A list of all SRNs will be available by the time the vehicles are presented for view. We are happy to offer our opinion as to the integrity of the vehicle at the sale, however you should accept this is an opinion only and should not be relied upon. In short, you should satisfy yourself as to the completeness, condition and integrity of any lot prior to bidding. It is also important to note that some illustrations are historical and may show the vehicle in a better condition than now offered.

## Can I change my mind after I have purchased a lot?

No. Lots are not sold as an option and there is no 'cooling off' period. Once the auctioneer drops the hammer a contract is made and you are obligated to proceed with said contract.

### V5C Registration Document procedures

Please note that Bonhams retain and update all registration documents, therefore please make sure if you are a successful bidder you fill in the registration document on the day of the sale, with the name and address for which the vehicle is to be registered to.

In order to comply with the Driver and Vehicle Licensing Authority's (DVLA) procedures for updating a change of keeper for a motor vehicle'.

If we have not received confirmation of the new keeper's name and address 14 days from the date of the sale, we will write to you requesting this information.

If, after 28 days from the date of sale, we still have not had contact from you, we will update the new keeper to the name and address shown on your Bonhams client account.

Should your address be from outside the United Kingdom, we will inform the DVLA that the vehicle has been exported.

If you wish the new keeper details to be updated in any other way please make contact with the Sale Administrator as soon as possible.

Please Note: Once the V5C has been updated by the DVLA it cannot be reversed.

All registration document enquiries should be directed to Olive Spurrier.

### How can I pay?

It is important you are aware of the following regarding registration and payment:

The name and address in which you register will be the name and address on your invoice, if successful. We cannot amend the details on your invoice, once issued.

Furthermore, when making payment, the account from which the payment is sent must match the buyer's details as per on the bidder registration form and the issued invoice.

We are unable to accept any third party payments. Should a third party payment be made this will result in a delay in your payment being processed and your ability to collect your purchase.

We accept the following methods of payment.

### Bonhams preferred payment method is by bank transfer.

### Bank transfer

Our bank details can be found on the general information page. Please quote your client number and invoice number as the reference. If paying by bank transfer, the amount received after either the deduction of bank fees or for the conversion to pounds sterling, must not be less than the sterling amount payable on the invoice

### Payment by card

Debit issued by Visa and MasterCard only. There is no limit on payment value if payment is made in person using Chip & Pin verification

Credit cards issued by Visa and MasterCard only. There is a  $\mathfrak{L}5,000$  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.

Payment by telephone may also be accepted up to  $\Sigma$ 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.

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.

### Payment by cheque

You may pay by sterling cheque but all cheques must be cleared before you can collect your purchases, unless you have a cheque facility with Bonhams or we have received an assurance directly from your bank prior to the sale. Cheques generally take up to 10 working days to clear.

#### Payment by cash

We are happy to accept cash (in the currency in which the sale is conducted) but not to exceed £3,000. Any amount over £3,000 must be paid otherwise than in coins or notes.

### Are there any other charges?

Like the vast majority of auctioneers Bonhams charge what is known as a Buyer's Premium on the Hammer Price of each Lot purchased and is subject to VAT. Some lots may also be subject to VAT on the Hammer Price and these lots will be clearly marked with a symbol (  $\uparrow, \Omega, \star$ ) printed beside the lot number in the catalogue.

PLEASE NOTE FROM THE 1 SEPTEMBER 2018: For Motor Cars the Buyer's Premium will be 15% on the first £500,000 of the Hammer Price of each Lot, and 12% on the balance thereafter.

Buyers' attention is drawn to Condition 7 of the Notice to Bidders. VAT at the standard rate is payable on the Premium by all Buyers, unless otherwise stated.

### When can I clear my purchases?

Once full payment has been received, purchases can be cleared (where possible) during the auction and immediately after the auction up to 6pm. Any vehicle not collected by this time will go to storage at the buyer's expense. Details of these charges are laid out under collection and transport on our general information page.

#### Can someone deliver the vehicle for me?

Bonhams do not transport vehicles. However, representatives from our preferred carriers - Straight Eight Logistics - are present at every sale and can quote a price to deliver the vehicle to you. Their contact details are listed in the sale catalogue.

### IMPORTANT V5/V5C INFORMATION

Please note that Bonhams retain and update all registration documents, therefore please make sure if you are a successful bidder you fill in the registration document on the day of the sale, with the name and address for which the vehicle is to be registered to. If you are unable to attend the sale, please contact Bonhams as soon as possible post-sale with the correct name and address. For motor car registration please contact the department.

## Bonhams Motoring International Specialist Team



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Malcolm Barber



Tim Schofield



Sholto Gilbertson



Rob Hubbard



John Polson



Richard Stafford



Ben Adams

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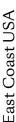


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### **Motor Car Presentation**

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### **Catalogue Subscriptions**

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### **Buyers/Sellers Accounts US**

+1 (415) 861 7500

+1 (415) 861 8591 fax

# Collections

### **Motor Cars**

Vehicles must be collected from the sale venue no later than 6pm on the day of the sale Saturday 1 December 2018.

Buyers should satisfy themselves that they have collected all relevant log books, documents and keys relating to their Lot(s) at time of collection. Otherwise Lots shall be removed to storage at the Buyer's expense (see below). Lots are at the Buyer's risk from the fall of the hammer. It is strongly advisable that overseas purchasers and absentee bidders make arrangements regarding collection with Bonhams in advance of Sale.

### Removal and Storage of Vehicles

All Lots not removed in accordance with the above will be transported by Straight Eight Logistics to local store.

### Vehicle Removal charges

£260 + VAT per vehicle

### Vehicle Storage charges

First 14 days £14 + VAT per motor car per day

#### Thereafter

£10 + VAT per motor car per day

### **Transport and Shipping**

A representative of Straight Eight Logistics, will be at the Sale and can arrange national and international transportation as agent for the Buyer or the Seller (as the case may be).

Straight Eight Logistics
Unit 15 Lymington Enterprise Centre
Ampress Park
Lymington, SO41 8LZ
+44 (0) 20 3540 4929
transport@straighteightlogistics.com
www.straighteightlogistics.com

#### **Motor Car Presentation**

Chris Bailey, Showcase SVS +44 (0) 7889 722 333 www.showcasesvs.co.uk

### **Photography**

Simon Clay Tom Wood Neil Fraser Francis Vermeulen

# **Directions to New Bond Street**



### By Underground

The nearest underground stations are Bond Street (Jubilee Line/Central Line) or Oxford Circus (Bakerloo Line/Central Line/Victoria Line).

### **Parking**

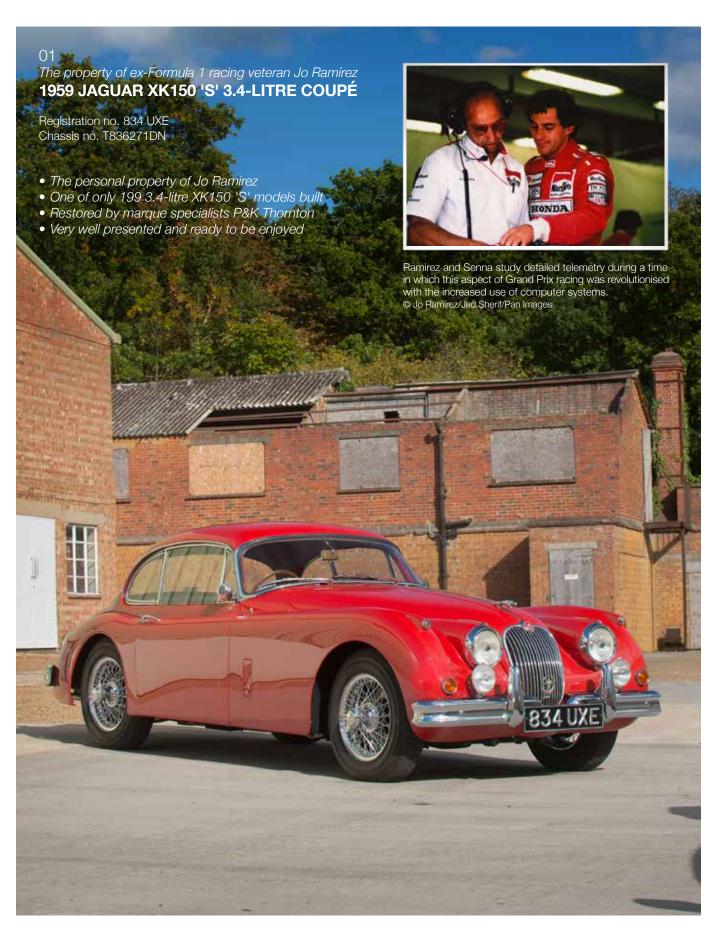
Q-Park Cavendish Square London W1G 0PN

### **Address**

101 New Bond Street London W1S 1SR













This startlingly well-presented Jaguar XK150 'S' was exported new to Jaquar Cars in New York, USA in July 1959. Although then in left-hand drive form it has since been converted to its present right-hand drive configuration. The car was owned by a Mr Thompson of Santa Monica, California, and we understand that it was then acquired from the USA and returned to the UK in the 1990s. Its new owner was a British resident named Mr Blomqvist who commissioned the well known and respected Jaguar specialists P&K Thornton to undertake the restoration.

That work was completed in September 2004 and the car was UK registered at the time with its odometer reading 54,850 miles. That reading is even now still only 55,580. In May 2014 this Jaguar XK150S was bought from specialist Jaguar dealer JD Classics by new owner Mr Joaquin Ramírez Fernández, better known to all motor racing enthusiasts as long-serving racing coordinator of the multiple Formula 1 World Championship-winning McLaren team.

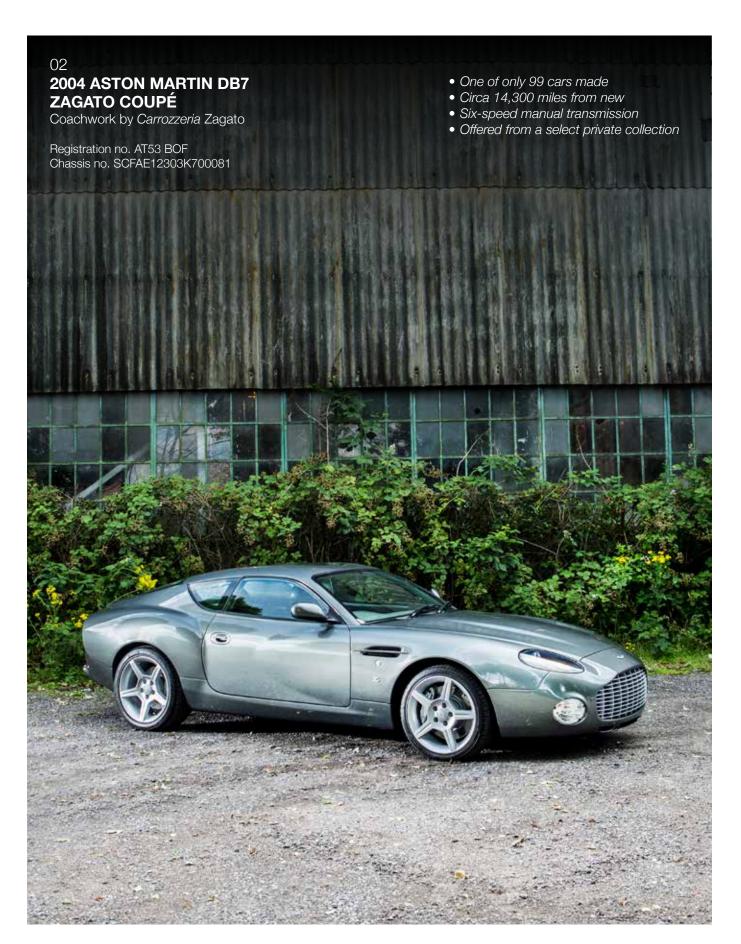
Jo's journey into motor sport commenced when he opted to follow his racing driver friend Ricardo Rodriguez to Europe as long ago as 1960 and he worked as an apprentice mechanic with the Scuderia Ferrari itself for two years as Ricardo became a works team driver for the Scuderia.

He subsequently moved to the UK and worked for a number of F1 Teams, ultimately being recruited by Ron Dennis's McLaren International organisation in December 1983. It was there he became an enduringly long-term feature as team coordinator, and a very close ally and friend of the great Ayrton Senna, and of Alain Prost, David Coulthard, Mika Häkkinen and more. In 2005 Jo Ramírez published his life story 'Jo Ramírez: Memoirs of a racing man' and his enthusiasm for motor sport in general survives to this day. After his retirement from Formula 1, he has participated in the Carrera Panamericana, and in 2010 his Volvo took fourth place in that gruelling event's A+ Historic category while in 2012 he and co-driver Alberto 'Beto' Cruz were on the victory podium with third place in class.

As offered here his Jaguar XK150 'S' is equipped with a Moto-lita fourspoke steering wheel and well-presented bucket seats while the car's original steering wheel and seats are also included with the Lot. The car's driveability has been greatly enhanced by provision of 5-speed transmission, while both its disc-brake system and the alternator have been uprated.

The car is also accompanied by a history file including a Jaguar operating, maintenance and service handbook; JDHT Certificate; photographs; restoration invoices from P&K Thornton (late 1990s-early 2000s); some MoTs and correspondence; V5C registration document; and, of course, a copy of this Formula 1 celebrity owner's engrossing book, 'Jo Ramírez: Memoirs of a Racing Man'.

£60,000 - 80,000 €69,000 - 92,000













Co-judges at California's Pebble Beach Concours d'Elegance in 2001, Dr Ulrich Bez, CEO of Aston Martin, and Andrea Zagato of the eponymous Italian design house, conceived the idea of an exclusive sports car recalling the beautiful DB4 GT Zagato, a mere 19 of which were made in the early 1960s. (Arguably the most desirable of postwar Aston Martins, the DB4 GT Zagato captured the imagination of enthusiasts like few cars before or since, a state of affairs that led to its resurrection in the late 1980s/early 1990s when a further six cars were sanctioned by the works). The model chosen as the basis for the two companies' new joint venture was the DB7 Vantage supercar.

Like its illustrious predecessor, the DB7 Zagato has a shortened wheelbase and only two seats, but unlike the DB4 GT Zagato, which was a lightweight 'homologation special' for competition use, its 21st Century equivalent was conceived as a luxury grand tourer. The DB7 Zagato was styled at the Italian carrozzeria's Turin base by Nori Harada, a pupil of the famous Ercole Spada, designer of the DB4 GT Zagato. Given the extent of Zagato's planned alterations, the car was based on the strengthened open-top bodyshell of the DB7 Volante. Bodies were despatched to Turin for shortening and altering to incorporate Zagato's trademark 'double bubble' roof before returning to Aston Martin's Bloxham factory for trimming and finishing. Sleek and muscular, the DB7 Zagato, with its referential grille, long bonnet, and truncated tail, marked a return to the styling that made the DB4 GT Zagato an all-time classic.

Shorter, lighter, and with its 6.0-litre V12 engine delivering a maximum output of 440bhp, 20bhp more than the standard DB7 Vantage, the Zagato offered superior performance. The suspension and brakes were upgraded also, while the interior - Spartan yet comfortable like that of the DB4 GT - boasts unique untreated leather upholstery, designed to wear and age around the owner.

In July 2002 the DB7 Zagato was unveiled to selected potential customers at an exclusive preview at Savile Row tailors, Gieves & Hawkes. Production was limited to only 99 units for delivery in 2003, thus guaranteeing their status as collectible classics of the future.

Number '81' of the 99 cars produced, this example was purchased by the retired motor engineer owner in 2017 for his select private collection, though advancing years have made him decide to sell the Zagato having barely used it. The car has had four former keepers, the last of whom was a Mr Stevens who acquired it in 2008. Four MoT certificates on file show the mileage increasing from 12,334 in 2014 to 14,272 in 2017, and the car also comes with a V5C registration document, together with two 'Zagato' branded car covers one for indoor, the other for outdoor use.

£250,000 - 300,000 €290,000 - 340,000 No Reserve





Offered here is a very well known example of what is considered by many knowledgeable enthusiasts to be the finest British sporting car of the Vintage period. Possessing unique features and a fascinating history, 'OE115' is an important Vauxhall 30/98 and widely recognised as one of the best that still exists.

Vauxhall 30/98 adherents will maintain that while Bentley generated greater publicity - thanks largely to their victories at Le Mans - the Vauxhall company (which raced at both Grand Prix and Tourist Trophy level before the Great War) had produced a car that could run rings around 3-Litre Bentleys on cross-country journeys.

The 'big engine/lightweight car' formula has been repeated to good effect many times throughout the history of the sporting motor car, and Vauxhall's famous 30/98 was one of its earliest successful applications. As has so often been the case, the spur behind this particular combination was the desire for competition success; the first 30/98 being constructed at the behest of car dealer and motor sport competitor, Joseph Higginson, in 1913. Higginson's first objective was victory in the Shelsley Walsh hill climb in June of that year, and the Laurence Pomeroydesigned 30/98 duly obliged, setting a hill record in the process which was to stand for 15 years.

Laurence Pomeroy's tenure as Vauxhall's Chief Engineer saw the Lutonbased concern produce some of the truly outstanding designs of the Edwardian period, commencing with the 20hp Prince Henry in 1910. A larger version of the Prince Henry's four-cylinder side-valve engine was developed for its successor, the D-Type, which, with some 70bhp on tap, was good for 70mph-plus when not overburdened by formal coachwork. Pomerov's 30/98 was powered by a 4½-litre, four-cylinder, side-valve engine - in effect a stretched version of the Prince Henry/D-Type's mounted in a conventional but lightweight chassis; suspension being by beam axle at the front and live axle at the rear, with semi-elliptic springs all round. Power was transmitted via a multi-plate clutch to a robust four-speed gearbox, and thence via a short prop-shaft to the straightcut bevel rear axle. The braking system consisted of a foot-operated transmission brake and a handbrake operating on the two rear drums, the front wheels being un-braked.

At first glance this unremarkable specification seems an unlikely one for a performance car - even an Edwardian example - but the 30/98's 90bhp-plus power output, combined with a weight of only 24cwt (with the factory-built, four-seater 'Velox' tourer coachwork) gave it a formidable power-to-weight ratio for the time. A fully road-equipped 30/98 was capable of around 85mph, and when stripped for racing, the company guaranteed a top-speed in excess of 100mph for the later overhead-valve models, a capability demonstrated at Brooklands on numerous occasions.













Only a handful of cars was sold before the outbreak of WWI interrupted production, and when manufacture resumed in 1919 the model was given the designation 'E-Type' - its Prince Henry predecessor having been the 'C' and the 25hp Tourer the 'D'. Manufacture of the E-type ceased in September 1922 after 287 cars had been constructed, there then being a slight hiatus in production before its successor, the overhead-valve 'OE', commenced delivery to customers in early 1923. Despite a reduction in capacity to 4.2 litres, the power of the OHV motor went up to 110bhp-plus, although this increase made little difference to the car's performance.

The OE was not to gain front-wheel brakes until late 1923, when a cable system was introduced. This was operated, along with the transmission brake, by the foot pedal, with the linkages and compensating mechanism - the inaccurately-termed 'kidney box' - mounted somewhat untidily in front of the radiator. Hydraulic actuation of the front-wheel and transmission brakes was adopted in 1926. By the time the final batch of OE chassis had been completed in early 1927, there were few customers for the 30/98, the antiquity of the design telling against it when compared to the more refined competition from Bentley and Sunbeam. Total production of OEs numbered 312 cars.



This particular OE model was ordered new by Hari Singh, last ruling Maharaja of Jammu and Kashmir. Born on 23rd September 1895 in Jammu, India, Hari Singh enjoyed a military education under the patronage of the ruling British and in 1925 acceded to the throne of Jammu and Kashmir following the death of his uncle. He was a progressive ruler: making primary education compulsory in the state, banning child marriage, and allowing the lower castes access to places of worship. Following the end of British rule and the division of the subcontinent into India and Pakistan in 1947, Hari Singh acceded to India despite the majority of Jammu and Kashmir's population being Muslim, a move that provoked the first Indo-Pakistan war. He remained titular Maharaja until the monarchy was abolished in 1952, and died in Bombay on 26th April 1961.

Unusually, the Maharajah wanted his 30/98 to be completely symmetrical; why is not known. To this end he ordered a handbrake on the passenger's side and a door on the driver's side (which was nonstandard), though both of these features were non-functioning. Also ordered with a split windscreen, 'OE115' is the only Vauxhall to have the aforementioned peculiarities.



Please note the second handbrake on the passenger side was ordered by the Maharaja of Jammu and Kashmir due to his request to have the car perfectly symmetrical.





2

In 1947, Lt Colonel R Byrne of Peshawar (then in India, now in Pakistan) acquired the Vauxhall from the Maharajah and wrote to Autocar magazine about his recent acquisition, which had 'been laid up for practically all the time and has done to date less than 7,000 miles' (press cutting on file). Byrne stated that he paid less than £150 for the car, and commented on the difficulty of finding suitable beaded-edge tyres. Unable to return the 30/98 to India after partition, the Colonel reputedly sold it to an artist in Pakistan. It is said that the car remained on blocks in a garage in Lahore before passing to an American, one Samuel E Woods, in 1954. In 1956, Mr Woods had the Vauxhall shipped from Karachi to Boston, USA c/o his brother-in-law, Clarence B Petty, who would be its next owner. The relevant shipping paperwork is on file, recording the car's Pakistan registration, 'KAA 3685'.

Clarence Petty did not keep 'OE115' for very long, selling it in 1958 to well respected collector, Edgar L Roy of West Roxbury, Boston, President of the Vintage Sports Car Club of America (see letter on file). Ed Roy restored the Vauxhall and used it for meetings, tours, and the occasional Vintage sports car race, as detailed by articles and photographs in the history file. During this period, 'OE115' was loaned to the Ford Motor Company for display as part of their 'Sports Cars in Review' exhibition at the company's museum in Greenfield Village, Michigan.

From 1966 onwards the car remained mostly in storage until its purchase by George Gentsch of Amherst, Massachusetts in the summer of 1971. A letter on file dated February 1972 from the Larz Andersen Museum of Transportation, Brookline thanks Mr Gentsch for the loan of his 30/98 for their sports car show.

In 1980, George Gentsch sold 'OE115' and the car returned to the UK in the ownership of Gerald Batt. Mr Batt kept the Vauxhall for some eleven years, selling it to Mrs Judy Daniels, wife of master watchmaker and noted car collector, the late George Daniels, in 1991. In 2005, Mrs Daniels sold the car to Mark Stimson of London W2, who promptly despatched it to Vauxhall 30/98 specialists Templeton Engineering and Vintage Motor Sport for a full engine rebuild and various other works (see bills on file dated February/March 2006). The current vendor purchased 'OE115' from Mark Stimson later that same year.

Delightful and ready to use, this unique and well documented example of Vauxhall's definitive sports car of the Vintage period is offered with a UK V5C Registration Certificate and a quite remarkable history file containing correspondence from previous owners, magazine articles, period photographs, 30/98 Register extract, etc.

£330,000 - 390,000 €380,000 - 450,000

AMERICAN PRESIDENT LINES, LTD. BILL OF LADING (1)







The original Massachusetts Motor vehicle registration certficate made out to Edgar Roy, June 1956.

Edgar Roy heads to the summit of Pikes Peak, the highest summit of the southern Front Range of the Rocky Mountains, Colorado September 1964. © Nic Portway

The original 'Bill of Lading' from Karachi, Pakistan to Boston, USA, at a cost of 3,238 Rupees. 8 April 1956

Edgar Roy takes delivery of 'OE115', 1956.

Ed Roy uses the running board of 'OE115' as a makeshift tea table, Vintage Sports Car Club event, early 1960s.

Ed Roy alongside his 30/98 at the Sebring Races, Florida, March 1959. Note the highly polished body.

'OE115' competes at US Sports Car Club race, 1960s.

Julie Daniels pushing 'OE115' up the hill at VSCC Prescott, 1991. © Nic Portway





## 04 2016 JAGUAR F TYPE 'PROJECT 7' ROADSTER

Registration no. DK66 EEY Chassis no. SAJAC7049GMK30759

- The last of only 250 made
- One of only 80 UK cars
- Circa 360 miles from new
- Serviced by Jaguar prior to sale
- As new condition









'This is the most powerful road Jaguar yet, hand-built at the company's Special Vehicle Operations division and thus fitted with all the top-end running gear.' - Autocar on the Project 7.

In 2012, nearly 40 years after the E-Type's demise, Jaguar finally got around to announcing the long-awaited and much-rumoured F-Type. A front-engined, rear-wheel-drive two-seater, the F-Type is built on an aluminium chassis, cleverly configured to minimise the transmission of noise and vibration to the passenger compartment, while its suspension is the supercar-standard arrangement of double wishbones all round, with adaptive dampers and adjustable settings.

The F-Type debuted at the Paris Motor Sow in September 2012 in convertible form, with the fixed-head coupé following in 2014. To cater for the sports car market's seemingly insatiable appetite for limited edition models, Jaguar launched the 400 Sport - produced for just one year and Project 7, which would be built in a run of only 250 cars. Project 7 had first seen the light of day as a single-seater concept car shown at Goodwood, and so favourable was the reception that it was decided to press ahead with making a more practical two-seater production version. They soon sold out, with 80 assigned to customers in the UK. The 'Project 7' designation referenced Jaguar's seven Le Mans wins, while the 'Aero Haunch' behind the driver's head was an obvious nod towards the D-Type sports-racer responsible for three of those victories.

An aggressive-looking shallow-screen barchetta, Project 7 has allaluminium bodywork and is powered by the 5.0-litre supercharged V8, up-rated to produce 567bhp, 25 horsepower more than in the F-Type R. Coupled with a 45kg weight reduction, this makes Project 7 the fastest accelerating F-Type yet, with a 0-60mph (0-97km/h) time of 3.8 seconds. Like many of the current crop of supercars, Project 7 is electronically limited to a top speed of 186mph (300km/h). The 'top-end running gear' includes the eight-speed paddle-shift auto 'box; electronic differential; carbon ceramic brakes; specially tuned suspension; and unique settings for engine management and chassis stability control. The result of Project 7's unique set of characteristics is a track-focused car capable of satisfying even the quickest of drivers. 'That's the Project 7 all over,' declared Autocar. 'Extra agility was promised, extra agility was delivered and a lot more driver improvements came along for the ride.'

Purchased in 2017 with only 26 miles recorded, this ultimate Jaguar has covered only some 360 miles from new and comes complete with all books, tools, etc. Serviced by main agents Jaguar Droitwich immediately prior to sale, this ultra-rare car is presented in effectively as new condition. An opportunity not to be missed to join the select band of Project 7 owners.

£150,000 - 200,000 €170,000 - 230,000











With the introduction of the Vantage in 1977, Aston Martin's V8 was thrust back into the supercar league. The Vantage tune delivered around 375bhp; in Rolls-Royce fashion the factory chose not to disclose the actual figure, merely claiming that power was 'adequate'. ZF five-speed manual transmission was standard, though a handful of Vantages was built with the Chrysler Torqueflite automatic gearbox. With either transmission, performance was shattering: the Vantage's 0-100mph time of 12.7 seconds making it the world's fastest accelerating production car at that time. For those with a yen for even greater performance there was the optional 'X-Pack' of engine enhancements that raised peak power to a mighty 432bhp. Only some 130 or so cars were built to X-Pack specification, making them of particular interest to collectors.

Its accompanying Aston Martin Heritage Trust Certificate, manufacturer's Certificate of Origin, and copy Car Record Card all confirm that this car was originally built with the X-Pack engine (number 'V580/2595XA') and unusually - the optional automatic gearbox and sunroof, a particularly rare combination. Manufactured in January 1988, the Vantage was retailed via Reg Vardy Ltd and sold to its first owner, Mr David Tye of Rugby Securities Ltd on 11th February '88. The original colour scheme was Cannock Black with dark red-piped black interior trim and matching carpets.

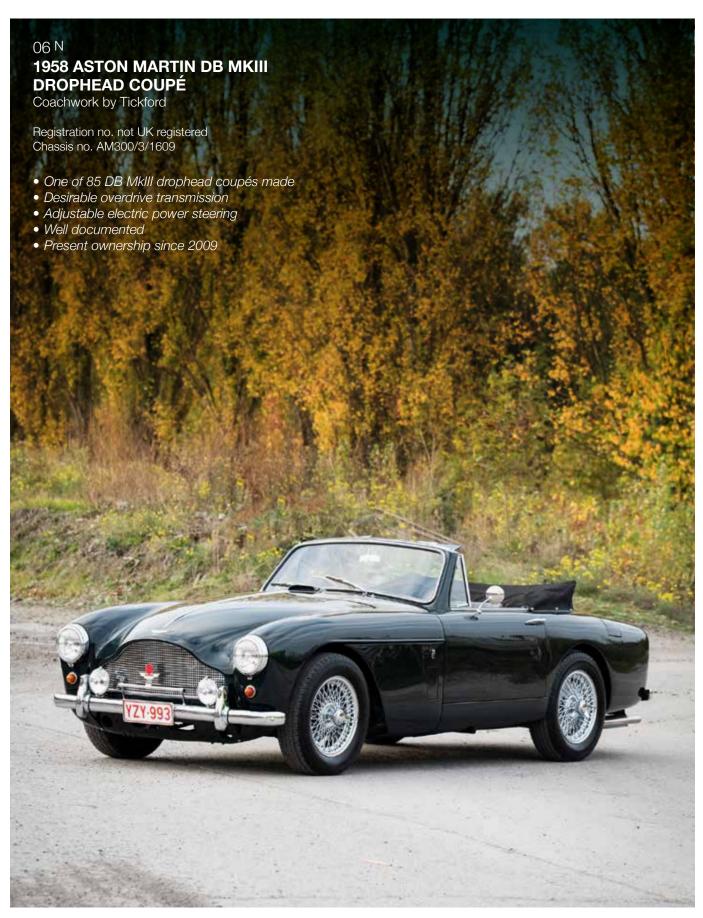
The history file contains details of subsequent owners, showing that the car remained in the UK until May 2006 when it went to Germany in the ownership of Mr Hendrik Luddemann of Bremen.

The current owner lives in New South Wales, Australia. 'E70 LGR' was last taxed in 2017 and has been SORN'd since 1st August that year. The service history details works carried out by Aston Martin Lagonda Ltd and independent marque specialists such as Aston Workshop, lan Mason, and Nicholas Mee. Dated 10th January 2011, an Aston Workshop invoice details the removal of a manual gearbox and installation of a four-speed automatic unit, thus returning the car to - broadly - original specification (the original auto 'box would have been a three-speeder). Other works carried out at this time included fitting new aluminium radiator and re-carpeting the interior in red. Previously, in December 2008, Aston Workshop had replaced both sills and carried out a re-spray.

The service history only goes back as far as 1995 when a replacement service booklet was issued. The most recent servicing bill was issued by Nicholas Mee on 28th June 2012 at 465 miles (assumed to be 100,465 miles from new), while MoT certificates and other bills track the recorded mileage increasing from 62,869 miles in April 2001 to 1,731 (101,731) miles in January 2018

A wonderful opportunity to acquire a fine example of the ultimate Aston Martin supercar of its day.

£270,000 - 340,000 €310,000 - 390,000











Two years after the introduction of the DB2/4 MkII came the DB MkIII - the '2/4' suffix being dropped - 551 of which, mainly saloons, were made between March 1957 and July 1959, 55% of which were exported. Externally the most obvious change was the adoption of a DB3S-style grille, establishing the 'hallmark' look of subsequent Aston Martins, which had been drawn up by Tickford designer, Bert Thickpenny. This restyled nose give the car a more imposing look while the interior boasted a redesigned dashboard with instruments grouped in a cowled panel ahead of the driver.

One of only 85 DB MkIII drophead coupés made, chassis number '1609' left the factory equipped with DBA-type engine number '1229', which it retains, and a transmission overdrive. The Aston was delivered new to Guy Salmon Automobiles Ltd of Thames Ditton, Surrey and sold to its first owner, Mr Peter Cadbury of Ascot, Berkshire. The car's original registration number was '397 GPD'. The accompanying (copy) guarantee form lists only one subsequent owner - R J Horner Esq of Goodworth Clatford, Hampshire - and records the fitting of a Baldwin hydraulic brake booster shortly after delivery. The AMOC Register records participation at Silverstone in 1981 and 1982 when owned by Mr. 'Lee'.

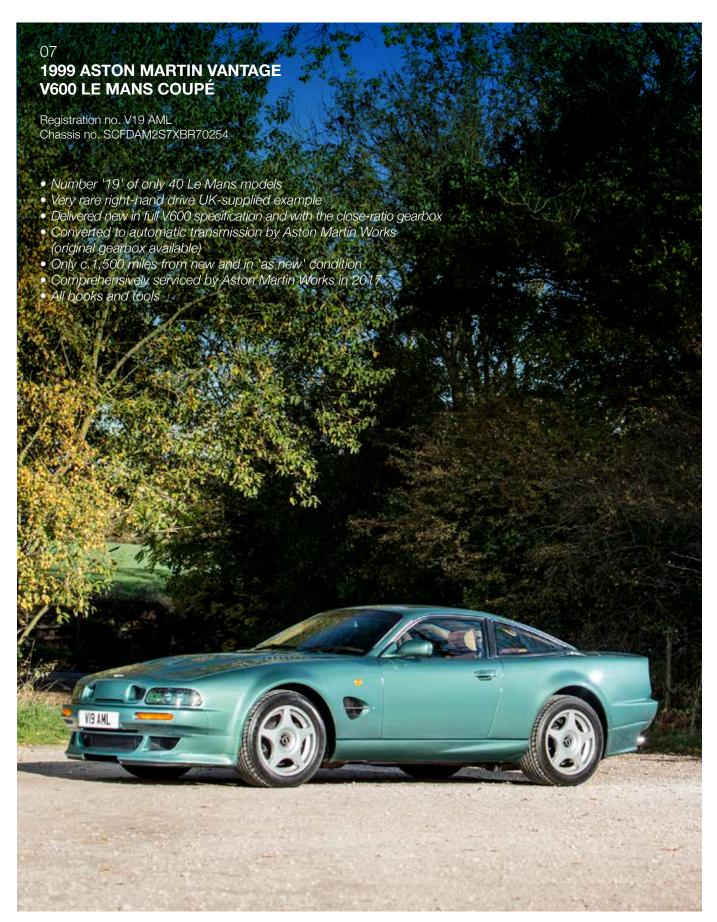
In 1987 the car moved to Germany and was owned by Dr Wulf Müller, who had extensive restoration work carried out by Norbert Hieber in München that same year. Related invoices and photographs are on file together with expired MoT certificates suggesting that the Aston subsequently returned to the UK. It appears that the car was scarcely driven during the 1990s, the mileage recorded on the MoT certificates increasing from 11,130 miles in 1989 to 12,297 miles in March 1999.

It moved to Germany again around 2002 and was registered in the name of its new owner, Mr Dietmar Binkowska, in 2003. The car then went back to Aston Workshop where it was bought by the current owner in 2009 for his private collection. It is registered in Belgium for 'daily driving', which means it has to pass the technical inspection every year.

Always meticulously maintained, this DB MkIII has been enjoyed by the current owner for the past 9 years. He recently changed the exterior colour to the very attractive British Racing Green, which suits the car admirably, the repaint being carried out to the highest standard by a local specialist. The owner has also had (adjustable) electric power steering installed by specialists EZ Power Steering in Holland. The early 'DB' Astons were frequently criticised for their heavy steering, and this simple and easily reversible modification makes them a dream to drive.

The car is well presented and has a beautifully patinated interior and highly original engine compartment. Sold only because of a lack of space, the vendor states: 'it's ready for any journey.' The car comes with current Belgian registration papers; FIVA Passport (2011); Aston Martin Certificate of Origin; a selection of photographs; old German registration papers; and the aforementioned documentation.

£480.000 - 680.000 €550,000 - 780,000 No Reserve











In March 1999, Aston Martin announced that 40 special versions of the Vantage - the Vantage Le Mans - would be built to celebrate the factory's famous victory at the Le Mans 24-Hour Race in 1959 when Roy Salvadori and Carroll Shelby took the chequered flag first in 'DBR1/2'.

The basis of what was at that time the fastest Aston Martin ever was the standard Vantage, and the Le Mans version could be ordered with either the stock 550bhp or enhanced 600bhp engines. Although at a glance outwardly similar to the latter, the Le Mans could be distinguished by its front wing side vents - recalling those of the DBR1 racer - ducted bonnet, 'nostril' front grille and improved high-downforce air dam, while at the rear the spoiler was revised to incorporate the high-intensity and reversing lights. The Le Mans received unique five-spoke magnesium alloy wheels while beneath the skin its chassis boasted the kind of extensive upgrading, in the form of the 'Driving Dynamics' package, required to cope with the massive increase in performance that the Vantage gained over its Virage progenitor.

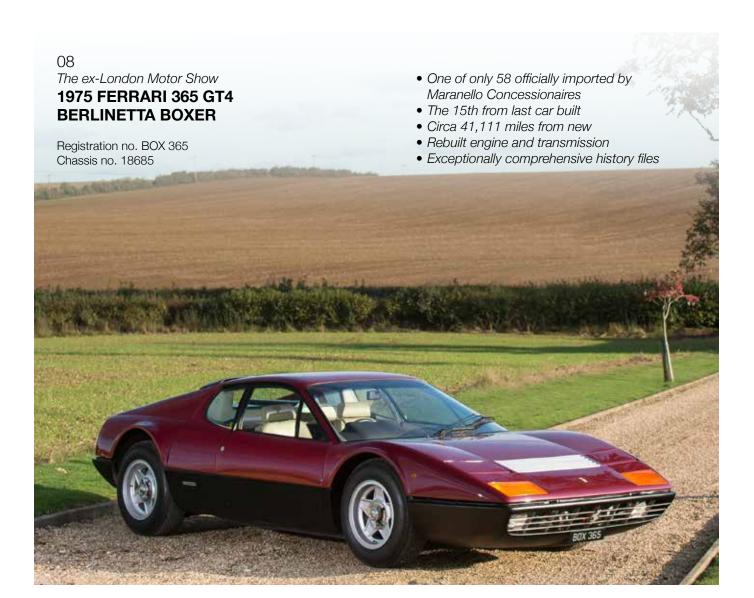
On the road, its potential performance was equally staggering: 0-100km/h (62mph) being achievable in 3.9 seconds while a top speed in excess of 320km/h (200mph) was possible. The Le Mans interior too was specially reconfigured in the sporting idiom, boasting perforated competition-style pedals, an oversize tachometer, aluminium gear lever knob, 'button' starter, and brushed metal panelling instead of the traditional wood veneers, while the Wilton carpeting featured embossed 'Aston Martin' emblems.

Finished in iconic Aston Martin Racing Green with green-piped Saddle Tan trim, this limited edition Vantage Le Mans - number '19' of the 40 made - was delivered new in the ultimate V600 specification (as opposed to being upgraded subsequently) and with the close-ratio manual gearbox. In October 2001, at the first owner's request, Aston Martin Works installed a four-speed automatic gearbox (the original gearbox was kept should a future owner wish to return the car to original specification).

This Le Mans has had only two registered owners from new, and with a mere c.1,500 miles recorded, must possibly be one of the lowest mileage and very best examples in existence. In February 2017 the car was comprehensively serviced by Aston Martin Works. It comes complete with its original sales invoice, handbooks, tool kit, spare key and stirling silver fob, road map, torch, indoor fitted car cover and dedicated V8 Vantage Le Mans factory book signed by Roy Salvadori and Carroll Shelby. Details of its service history and copies of the original factory build records are available also.

One of only 30 examples reputedly produced with the 600bhp engine, this hand-built, aluminium-bodied Vantage remains one of the most powerful models Aston Martin has ever produced, and is both rare and highly collectible.

£425,000 - 475,000 €490,000 - 540,000



This Ferrari 365 BB was ordered on 10th July 1975 by Maranello Concessionaires Ltd with a note stating that the car was needed late September/early October. Finished in Rosso Cordoba Metallizato with Beige hide trim, the car was invoiced by the factory on 17th September 1975 for delivery to the UK later that month. This would appear to be the 372nd of the 387 cars completed or the 15th from last car built. It is also one of 119 Ferrari 365 GT4 BBs built in 1975, and one of only 58 officially imported by Maranello Concessionaires.

Chassis number '18685' was exhibited at the 60th London Motor Show at Earls Court on Maranello Concessionaires' stand, featuring on the press day alongside Nicki Lauda and his Ferrari 312 T, winner of the Formula 1 Constructors' Championship. The car went on to be sold by Maranello Concessionaires' sales director, Mike Salmon, to A L Harding & Sons (Parkside Service Station) in Cambridge. Registered 'KVE 826P', a Cambridgeshire mark, the car was sold to Mr John MacDonald of Lancashire, who took delivery on 10th December 1975. Over the course of the next 10 years, the Ferrari covered 28,000 miles, accumulating numerous invoices documenting its maintenance with Parkside Service Station.

On 12th October 1987, the Boxer was purchased by the second owner, J F Ward of Henley-on-Thames, and it was during Mr Ward's ownership that the car was re-trimmed by Mike Presgrave of Moto-Trim (invoice on file). Adams McCall Engineering Ltd of Buckinghamshire totally stripped and repainted the car, with much mechanical detailing to the engine, suspension, and brakes etc, some £16,000-plus being spent on it. It has to be remembered that prices peeked in late 1989, with Ferrari 365 GT4 BBs being offered for sale at dealerships such as Modena Engineering for £225,000, hence owners were prepared to spend large sums on improving their cars.

In September 1991, this car was purchased by Mr Fraser Mills of Edinburgh via the then Ferrari agents in Dorset, Nigel Mansell Sports Cars. It was then offered for sale by Porters of Kensington and Portfield of Chichester in 1994. Lawyer and multiple Ferrari owner, Mr David McCarthy of Surrey, purchased the Boxer in 1995 from Longstone Motor Company of Edinburgh (who acted on behalf of Mr Mills), part-exchanging a Porsche 928 GT, which he later bought back! While in Mr McCarthy's ownership, the car was annually maintained by Maranello, Talacrest, and Graypaul.









In 1996, at 32,384 miles recorded, the engine was damaged following the failure of an oil pressure relief valve, requiring a full strip-down and rebuild by Maranello Concessionaires Ltd costing some £9,526, while a new differential was fitted at the same time. In 1997, Maranello Concessionaires Ltd/Ferrari UK stripped and repainted the car for a second time.

Maintenance continued over the next 13 years with Maranello Concessionaires and Graypaul, plus a service in 2003 with Talacrest. The registration number 'BOX 365' was transferred to the Ferrari on 2nd November 1995. In June 1998, the car featured on the front cover of Classic & Sports Car magazine, in an article written by Steve Cropley. It also featured on the front cover and in an article in Auto Italia magazine (February 2003 edition).

Mike Wheeler of Rardley Motors brokered a deal between David McCarthy and an American, Mr Scott Sherwood of Berkshire, then Vice President and General Manager of Colgate Palmolive in Portugal. Mr Sherwood bought the car on 19th July 2005, at 38,950 miles, adding it to his stable that included a Ferrari 512 BBi. During Mr Sherwood's brief ownership the car was maintained by respected margue specialist, Neil Corns of Omega Motorsports. Mr Sherwood's job meant that he was constantly on the move, so in September 2006 he sold the car via Bonhams' Goodwood Revival Sale (Lot 235) where it was bought by

Mr Richard Moore of Gloucestershire, joining a small private collection.

The seventh owner, Mr Steven Richardson of Cheshire bought 'BOX 365' on 11th June 2009 from Legends Automotive Ltd of Gloucestershire, with 40,300 miles recorded. The penultimate and eighth owner, a well known private collector from Hampshire and a long-standing Ferrari owner, bought the car on 20th September 2014, still with 40,300 miles showing.

The car was transported to former Maranello Concessionaires Ltd Ferrari mechanic, Vince Mezzullo of Surrey. Vince removed the engine to carry out the cam belt service, but after discussions with the owner, it was decided to strip the engine and gearbox, as the car was to be a 'keeper'. New cylinder liners, pistons, piston rings, and valves were installed, while the gearbox was stripped and any worn components replaced, minimising the likelihood of it jumping out of gear. A new crown wheel and pinion assembly was made, this being a notorious weak spot of the 365 GT4 BB. In addition, new wheel bearings, front-to-rear water pipes, and hoses were fitted, and both water and fuel pumps renewed, with the brakes overhauled and the wheels refinished in the correct silver-grey.

Most recently (in June 2018) while with its ninth and current owner, the car received a service and replacement cam belts at SMDG Ferrari, at 40,311 miles. Described by the private vendor as in generally excellent condition (the engine and transmission still require running in), the car is offered with three crates of invoices dating back to 1975. Only rarely does a 365 GT4 BB with such a full and comprehensive history come to market.

£260,000 - 290,000 €300,000 - 330,000







Here we are privileged to offer this exquisitely well-presented, running order example of the first Tony Southgate-designed Group C endurance racing Coupe to be constructed and campaigned as a quasi-works car by Tom Walkinshaw Racing during the latter part of the 1985 World Endurance Championship.

This originally 6.2 – and later 6.5-litre – V12-engined Jaguar-liveried British Racing Green beauty is chassis '285' which was entered by the quasi-works TWR team in five later-season 1985 Championship rounds for drivers including Martin Brundle, Hans Heyer, Jean-Louis Schlesser, Jan Lammers, Steve Soper and Mike Thackwell. Upon the new model's debut in the Budweiser GT 1,000Kms race at Mosport Park, Canada, on August 11, 1985, this very car was driven home into third place overall - headed only by the works Rothmans Porsche 962Cs - by Martin Brundle/Mike Thackwell/Jean-Louis Schlesser.

Jaguar Cars Ltd built its wonderful racing reputation through the 1950s when its tailor-made Jaguar C-Type and D-Type cars won the Le Mans 24-Hour race no fewer than five times.

From 1985 to the early months of 1993 the TWR Racing Organisation, based at Kidlington in Oxfordshire, England, developed and campaigned three distinctly different generations of Group C endurance racing and GTP prototype competition cars.

Initially the TWR Jaguar XJR designs were powered by the well-proven naturally-aspirated 24-valve Jaquar V12 production-block engine. As developed under the direction of engineer Alan Scott these Group C racing power units developed a quoted 745bhp 7,250rpm. Tom Walkinshaw and his team had amassed tremendous experience of the V12 power unit after three years in European Touring Car Championship competition with their Jaguar XJ-S cars.

Their first new tailor-made endurance racing Group C Coupe design was then the XJR-6 as now offered here. Designer Tony Southgate had worked previously with Lola Cars, with Dan Gurney's AAR Eagle Formula 1 and Indycar team, then with BRM, Arrows, Lotus and more. His XJR-6s were built around a carbon-composite and Kevlar moulded monocoque - manufactured for TWR by Advanced Composite Technology Ltd of Heanor, Derbyshire. The shapely and aerodynamically slippery bodywork was formed in a mix of composite, Kevlar and GRP materials, with tail wing and full underbody in carbon fibre, the underfloors including venturi ground-effect aerodynamic tunnels.









The first Jaguar XJR-6 prototype was shake-down tested by driver Martin Brundle at Snetterton on July 2, 1985. Its XJR nomenclature was based upon the pre-existing series of specialised racing Jaguar Coupes campaigned in the USA by American Bob Tullius's Group 44 company. In discussion with Mike Dale of Jaguar North America the retrospective designations XJR-1 to XJR-4 had been assigned to preceding Group 44 Jaguar-GT racing projects ranging from their Championship-winning Jaguar V12 E-Type to the 1981 Camel GT Championship-series XJ-S. These cars were followed by the purpose-designed XJR-5 Coupe for American IMSA GTP racing in 1982-83, a design which Tullius brought to Europe and ran at Le Mans in 1984-85. However, newly-privatised Jaguar Cars Ltd preferred an all-British project to promote their brand into the later-1980s, and Tom Walkinshaw won their support to initiate his company's quasi-works XJR-6 programme.

Upon the August 1985 racing debut of these new Jaguar V12 Coupes in the Budweiser 1,000Kms World Endurance Championship-qualifying race at Mosport Park, the two TWR-entered cars surprised everyone not least the rival quasi-works Rothmans Porsche team - by being so evidently beautifully engineered, and quick.

The two new British cars – finished in full Jaguar British racing green livery - qualified third and fifth fastest, consistently improving their lap times while experimenting with ride heights and suspension settings.

TWR's number one driver Martin Brundle actually led the race in the early laps until a front wheel bearing failed, overloaded as a result of the new design's prodigious front-end downforce at high speed, forcing the car's retirement after 12 laps. Brundle was then transferred to the sister Jean-Louis Schlesser/Mike Thackwell car - chassis '285' now offered here. French driver Schlesser was going very well before handing over this 'No 52' car to Mike Thackwell and Martin Brundle for the remainder of the race, his own originally nominated co-driver Hans Heyer standing down. Despite several time-consuming pit stops including one of twelve minutes to repair a leaking brake caliper, Brundle was able to work it back up into third place by the time the two dominant Rothmans Porsche 962Cs took the chequered flag to complete the full 1,000Kms distance. This was still a fine result for a debut appearance and it provided the British TWR-Jaguar team with essential experience of the kind which no amount of pre-race and private testing could offer.

In the following WEC round at Spa-Francorchamps, Belgium, on September 1, the Brundle/Thackwell XJR-6 finished fifth while '285' here was co-driven by Schlesser/Heyer but had to be withdrawn after 14 laps due to handling issues. At Brands Hatch on September 22nd both new TWR Jaguar Coupes were sidelined by engine failures, '285' having been entrusted that time to Jan Lammers/Hans Heyer, who had qualified sixth fastest after the fleet little Martini Lancias occupied the front row of the starting grid, and the two Rothmans Porsche 962Cs locked-out row 2.

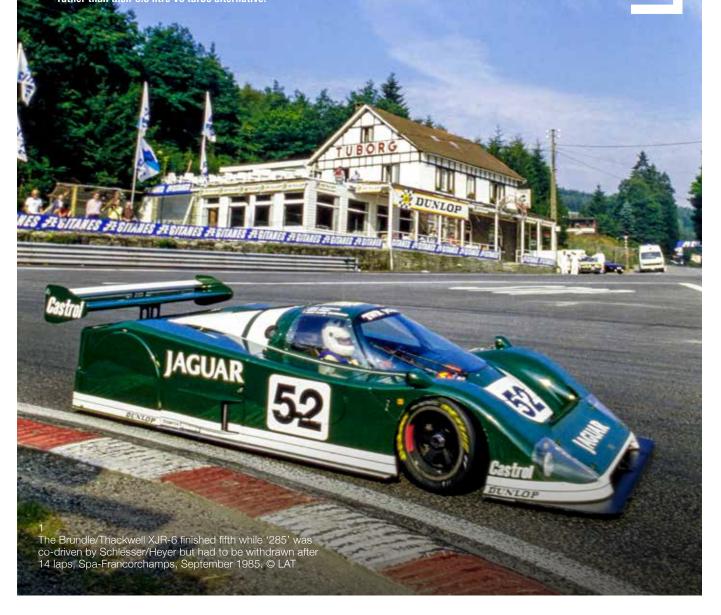
### JAGUAR XJR-6

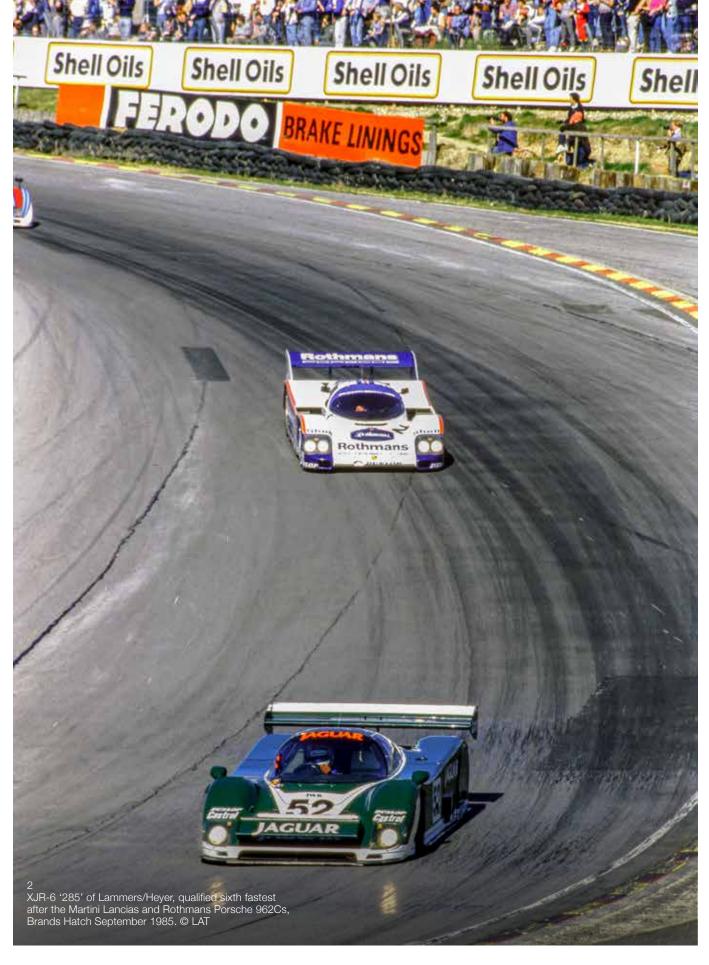
The V12-engined Group C TWR-Jaguar XJR-series racing Coupes such as '285' offered here were built essentially in batches of three each year from 1985, although only two of the initial trio were raced in that debut half-season.

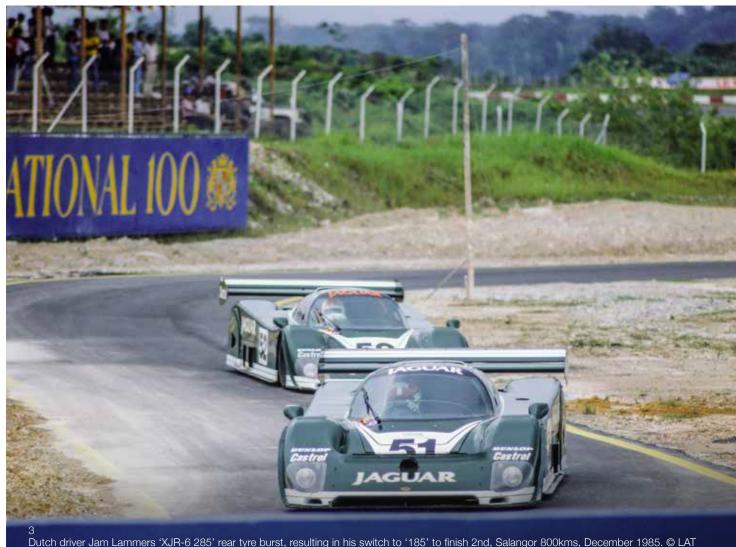
By 1989, the long and iconic era of 1,000Km World Championship endurance race rounds was over. All WEC races had been diminished to 480kms while the longer events such as Le Mans, Daytona and Sebring lost Championship status. These short rounds usually lasted less than 3 hours and a new type of turbocharged sprint car became necessary to remain competitive. TWR accordingly created its V6 turbo-engined XJR-11, but the V12 XJRs were still preferred for Le Mans, Daytona and Sebring. In fact for the final Mexican round in 1989, TWR ran two V12 XJR-9s rather than their 3.5 litre V6 turbo alternative.

At its height, Group C saw Jaguar confronting more major factory teams than have contested Formula 1 for many years; Jaguar versus Sauber-Mercedes, Porsche, Nissan, Toyota, Aston Martin, Mazda and more... Only nine TWR Jaguar XJR cars in total were built completely new 1985-1988 of which only six were sold. Here we offer the debutant model of the series which brought Jaguar back not only to winning Le Mans but also to double-World Champion status, which the ancestral C-Types, D-Types and 'Lightweight' Es never achieved...

Jaguar XJR-6 chassis '285' offered here would be as welcome at any concours as in singing the most spine-tingling sound in current Historic Group C racing...





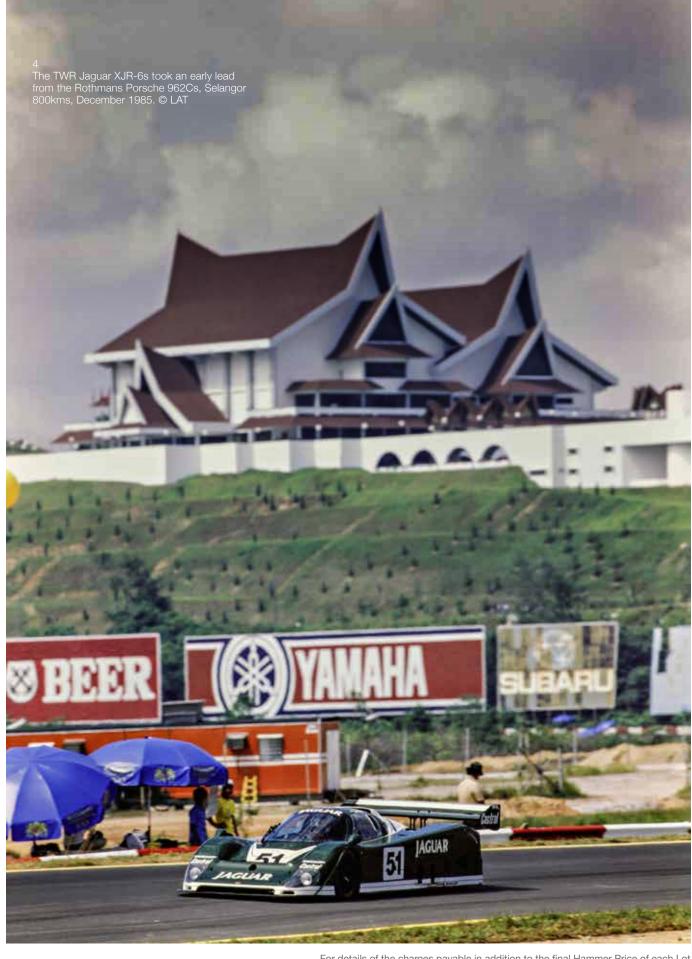


The team then travelled to Japan for the Mount Fuji 1,000Kms on October 6 but there both cars suffered from identical valve-gear problems and their engines were still being reassembled as official practice began. Two earthquakes then shook Fuji overnight and race day dawned to heavy rain threatening to flood the circuit. Team owners and drivers met to discuss the conditions and the organisers were asked to postpone the start in expectation of a slight improvement in the weather. When this did not materialize, most of the visiting European teams finally decided not to race. The TWR XJR-6s including '285' co-driven there by Hans Heyer/Steve Soper - ran for only four laps before conditions were deemed too dangerous to continue - leaving the local teams only to contest a much-diminished event which would be flagged to an end at just quarter-distance...

Following this unfortunate debacle, the 1985 WEC season ended on December 1 at Shah Alam, Malaysia with the Selangor 800kms race. There the TWR Jaguar XJR-6s took an early lead from the Rothmans Porsche 962Cs, before Mike Thackwell began to suffer from the extreme heat and Dutch driver Jan Lammers' sister car - chassis '285' offered here, originally assigned to Lammers and the Italian driver Gianfranco Brancatelli - had its left-rear tyre burst, resulting in its retirement. An exhausted Thackwell eventually handed over the surviving XJR-6 to Danish co-driver John Nielsen when holding fifth place. Jan Lammers was co-opted to take over from the Dane - and this trio of Thackwell/ Nielsen/Lammers finally finished a worthy second overall behind the winning Jacky Ickx/Jochen Mass Porsche 962C.

So this TWR Jaquar XJR-6 Coupe was entered in the last five World Endurance Championship races of 1985, and during the winter into 1986 many of the lessons learned were built into developed team cars for their first full season as series WEC challengers. Overall, six XJR-6 cars were constructed. The initial pair of chassis serials '185' and 285' had been produced with some urgency in the late spring and early summer of 1985. This first pair of 1985 XJR-6 Coupes were finished in dark Jaguar British Racing Green livery with white panelling on the engine cover and nose. From their third race, at Brands Hatch in September 1985, front brake cooling ducts were added on each side of the central radiator intake in the nose. Gull-wing doors were featured and cockpit cooling ducts would later be sunk into the horizontal door panels. Initially these XJR-6 cars suffered from insufficient rear-brake cooling, causing premature retirements as axles and bearings overheated. Periscope brake cooling ducts attached to the top of the hollow suspension uprights were then adopted as standard.

For short-distance sprint racing the V12 cars carried double element rear wings supported by a pair of alloy plates bolted vertically the gearbox tail casing. The XJR-6 wing endplates tapered towards the front and had a vertical trailing edge. Adjustment slots were provided within each plate to select the incidence angle of the upper wing. All XJR-6 chassis ran on sand-cast one-piece five-spoke magnesium wheels by Speedline, 17-inches in diameter at the front and 19-inches at the rear, equipped with Dunlop Denloc racing tyres. The XJR-6 front headlamp recesses accommodated a single headlamp and indicator light only.



For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.







Sponsors through that latter part of 1985 were Jaguar Cars and Castrol Oil. Chassis '185' and '285' were not raced again after the end of the 1985 season but both were tested extensively at Estoril in Portugal during February 1986. Chassis '285' was the first to be re-liveried in 1986 Silk Cut Jaguar colours of mauve, gold and white, reflecting a new sponsorship deal with Gallaher International. The chassis was considerably re-engineered for the new season, together with adoption of a 6.5-litre version of the V12 engine and other mechanical and bodywork improvements. Cooling louvres were cut into the side panels for the engine-oil heat exchanger and battery and engine bays. Roof-mounted engine air intake scoops appeared on the 1986 XJR-6 cars.

And on May 5, 1986, the Derek Warwick/Eddie Cheever-driven Silk Cut Jaguar XJR-6 won the Silverstone 1,000Kms for the first of the future World Championship-winning TWR-Jaguar team's qualifying victories at that premier level.

This car - chassis '285' - the only Jaguar-liveried example to have taken a podium place upon the race debut of TWR's quasi-works XJR Coupes which would later add not only two further Le Mans wins to 'The Cat's impressive tally, but also two World Championship titles - passed ex-works to leading margue collector Campbell McLaren. The car was then sold by Bonhams at the 1999 Goodwood Festival of Speed, Martin Brundle driving it there again in 2000. New owner David Coplowe codrove it with Martin Stretton, who qualified on pole for the first Historic Group C 2-hour endurance race at that same year's Silverstone Historic Meeting, and Mr Coplowe campaigned the car widely across Europe for

the following three seasons. It passed subsequently to John Pearson Jnr who demonstrated it at the 2007 Silverstone Classic celebrating Group C racing's 25th anniversary, before it passed to the present vendor - a great Group C enthusiast who, incidentally, had tried repeatedly over eleven years to acquire one of the cars since an initial negotiation with Tom Walkinshaw at Le Mans in 1989!

This mouth-wateringly-attractive TWR Jaguar XJR-6 Coupe is offered complete with a most comprehensive documentation file which includes many fascinating TWR team documents including original set-up, race and test paperwork, a considerable proportion of it hand-written by the TWR team engineers in the field. The documents present include a copy of the team's December 9, 1985 'TWR Jaguar Group C Proposal 1986' detailing intended development and disposition of existing chassis '185', '285' and '385', while new cars '186', '286' and '386' were described at the time as "commence build mid-January', '...end of Feb' " and "...assemble into complete monocoque only". Indeed, for any enthusiastic new owner close inspection of the documentation file can be as interesting - and certainly as illuminating - as inspection of this magnificent endurance racing Coupe itself.

Surely no serious Jaguar collection can be truly complete without such a car as XJR-6 chassis '285' now offered here - the Tony Southgate/Alan Scott-engineered tap-root from which all future Le Mans-winning and World Endurance Champion TWR Jaquar Coupes were developed.

£2,200,000 - 2,800,000 €2,500,000 - 3,200,000

## 10 \* N 1966 FERRARI 500 SUPERFAST **SERIES II COUPÉ**

Registration no. not UK registered Chassis no. 8459 SF

- One of only 12 Series II Superfasts
- The seventh of eight right-hand drive Superfasts First owned by Jack Durlacher
- Five-speed manual gearbox
- The ultimate Ferrari road car of its day











Introduced in 1964 at the Geneva Salon and produced for just two years, the 500 Superfast, of which approximately 37 were made, was at the same time Ferrari's fastest, most powerful, most expensive, and most exclusive road car. Maranello's flagship and the last of the limited edition closed Ferraris, the fabulous 500 Superfast caught the public imagination in a manner not seen since the creation of the Bugatti Royale.

Production proceeded at the leisurely rate of just one per month, allowing each Superfast to be personalised to customer order. A rollcall of the latter includes some of the era's most celebrated collectors of fine automobiles: Shah Reza Pahlavi, of Iran, Prince Aga Khan, Prince Bernhard of the Netherlands, German playboy Günther Sachs, Greek shipping magnet Livanos and film star Peter Pellers. The final 500 Superfast - chassis number '8897' - was completed on 1st August 1966 for Colonel Ronnie Hoare, head of UK Ferrari importer, Maranello Concessionaires.

The multi-tubular Superfast chassis was constructed along similar lines to that of the contemporary 330GT and initially used the same four-speed/overdrive gearbox. Suspension was independent at the front by wishbones and coil springs and by a leaf-sprung live axle at the rear. To restrain the stupendous performance, superior servoassisted Dunlop disc brakes were fitted all round.

With its distinctive flat sides, the Pininfarina body, surely one of the maestro's greatest works, showed influence of the earlier Aerodinamico prototype; the wing line, rising gently from the tail before dipping towards the extended nose, giving the Superfast the appearance of being in motion even when standing still.

Ferrari's racing heritage manifested itself in the Superfast's magnificent 5.0-litre, 'long block' V12 engine. The work of engineer Aurelio Lampredi, it was descended from the racing version that had enjoyed victory at Le Mans, but used detachable cylinder heads instead of the competition unit's fixed type. There was a single chain-driven overhead camshaft for each bank of cylinders, while induction came courtesy of a trio of Weber 40DCZ/6 carburettors. The Tipo 208 unit's maximum output of 400bhp made it one of the most powerful production engines of its day and was sufficient to propel the aerodynamically efficient Superfast to a top speed of 175mph, a staggering achievement 50-odd years ago and a highly respectable maximum even today.

After 25 examples had been built, a revised Superfast was introduced in mid-1966, the most significant mechanical change being the adoption of a five-speed all-synchromesh gearbox. A further 12 cars were made, this later batch being outwardly distinguishable by their 3-vent engine bay louvres that replaced the earlier 11-vent style.









As each and every Superfast was individually built to order, the common reference to 'Series I' and 'Series II' versions is somewhat misleading, particularly as some of the former were made with the five-speed gearbox and 3-vent louvres.

This outstanding right-hand drive example, '8459 SF', was ordered by the official UK importer Maranello Concessionaires and entered the Pininfarina factory on 25th November 1965. The 33rd Superfast and the 8th of the 12 Series II cars built, '8459' was completed on 1st March 1966 and delivered via Maranello on 2nd April that year to its first owner, stockbroker Jack Durlacher, later a sponsor of privateer Rob Walker's Formula 1 team. Amazingly, '8459 SF' was Durlacher's second new Superfast, the first having been rejected on account of substandard paintwork.

Originally registered 'MPJ 5D', the car underwent a major restoration by Terry Hoyle Engineering in 1981, retaining the original colour scheme of Blu Chiaro with natural leather trim, and on the death of its then owner, Mr J P B Bell, was sold at auction in November 1992 to the Manoukian Brothers, the recorded mileage at that time being circa 82,000. Immediately after purchase the engine was rebuilt by Maranello Concessionaires at a cost of more than £19,000, and the owners continued this no-expense-spared approach to care and maintenance.

The Ferrari's next owner, the current vendor, purchased it at Bonhams' Olympia Sale in December 2007 (Lot 625), since when it has formed part of his private collection. As well as its original colour scheme (used on only three 500 Superfasts), '8459 SF' retains its original engine and comes with a partial tool kit. The accompanying history file contains invoices issued by DK Engineering, Maranello Concessionaires, and Lancaster detailing work carried out in the early 2000s and beforehand. There is also a Ferrari guarantee, a 330 GT owner's manual, and a stereo handbook.

As suitable today for high-speed driving as it was 50 years ago, the 500 Superfast was Maranello's ultimate road-going model of its era and is now regarded as one of the most iconic of all Ferraris.

Should the motor car remain in the UK, local import taxes of 5% will be added to the hammer price.

£1,300,000 - 1,400,000 €1,500,000 - 1,600,000



11

Delivery mileage only

## 1986 ASTON MARTIN V8 **VANTAGE ZAGATO COUPÉ**

Registration no. G877 KPW Chassis no. 20049

- One of only 52 made
- Right-hand drive
- Manual transmission
- Known ownership history
- Effectively 'as new' condition











'The Vantage Zagato relies on its Italian styling to heighten the emotions of car collectors and Aston followers alike, harking back as it does the halcyon days of David Brown patronage at Newport Pagnell when 19 DB4GTs wore gorgeously curvaceous lightweight Zagato bodywork.' – Motor.

The first three completed cars were displayed at Geneva in March 1986 and in June one of the prototype Zagatos successfully met its design target by achieving a maximum speed of 300km/h (186mph) while on test with the French magazine Sport Auto. A 0-60mph time of five seconds had been another target and that too was achieved, the French journalists clocking a best of 4.8.

Eventually 52 cars would be constructed, including the prototypes. Of the 'production' cars, only 27 were right-hand drive manual transmission models like that offered here, though one of these - '20042' - was recreated as the prototype of the Zagato Volante convertible. If subsequent engine enlargements are taken into account, it is estimated that only 20 right-hand drive manual transmission Vantage Zagatos remain in their original specification like the one we offer.

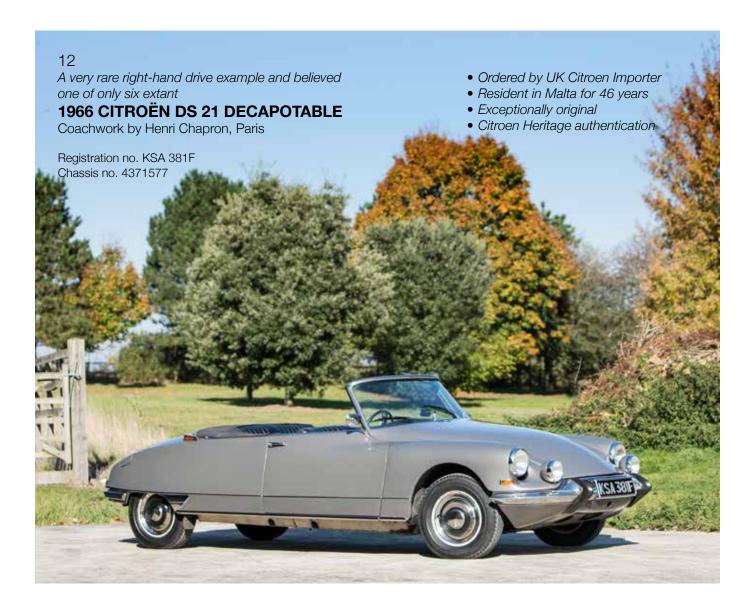
'20049' was delivered to the immediately preceding owner from Stratton Motor Co by covered transporter and kept in their dehumidified storage facility in a Carcoon. In an accompanying letter dated 31st March 1998, Stratton Motor Company states that it had collected the Zagato by transporter from Newport Pagnell on 12th November 1987 before selling it to a Mr Saunderson, who never took delivery.

During subsequent changes of ownership, the car never left Stratton's storage facility. When it was eventually registered in January 1990 to Mr Michael Fleming, the car had still not been used. Stratton's later reacquired it. Their managing Director, Roger Bennington, concludes the letter by saying: 'The only person to have driven this Zagato since leaving the factory is myself, on the occasional removal from storage to run the engine.'

The Aston was not used while in the immediately preceding ownership. Regular maintenance was carried out 'in house' by the then owner's workshop personnel and resident fully qualified Aston Martin mechanical engineer, ensuring the car remained 'on the button'. This included regularly running the engine up to full operating temperature and yearly replacement of all fluids, filters, and the battery. The current vendor purchased the Zagato in 2014 and had it taken to Aston Martin Works to be tested: all fluids were changed and the car was then re-checked before being returned to professional storage where it has been ever since.

This exceptional Zagato remains 100% factory correct, even down to retaining the protective wax coating sprayed over the engine bay before it left Newport Pagnell. Freshly MoT'd, it is offered with owner's handbook, old-style logbook, V5C registration document, and its Vehicle Storage Maintenance Log detailing dates and mileage of all works carried out since acquisition. With only some 393 miles recorded, this rare and desirable British thoroughbred supercar is presented in effectively 'as new' condition and thus represents a unique opportunity for collectors.

£450.000 - 550.000 €520,000 - 630,000



Offered here is a very rare example of Citroen's iconic DS 21 Decapotable, only some 6 or 7 of which were built with the newly introduced and larger, more powerful 5 bearing 2,175cc engine and in right hand drive configuration.

The DS Decapotable was conceived, designed and built at Henri Chapron's coachworks in Levallois, Paris. The company was possibly the finest and certainly the longest lived of the French independent coachbuilders having started in 1919, gaining a reputation for innovation, design and build quality second to none.

This particular model of the DS21 is considered by many to be the most desirable version with its original and quirky but iconic open headlight styling (prior to the late 1967 introduction of the closed "shark" style headlights) and yet with the extra power of the more refined 2,175cc engine destined for subsequent models.

The scarcity of right hand drive examples is partly accounted for by the very high price which was almost double the price of the already expensive closed Berline version (in 1963 a DS19 Decapotable Usine listed in the UK at over £2,700 being 40% more than a new E-Type Jaguar!).

Furthermore by 1966 the UK regulations required that all new cars must have provision for 3 point mounting front seat belts. It was not only Citroen with their Decapotable who struggled to comply with this requirement! This is most probably the reason why this particular car was not registered in the UK upon delivery and was sent to Malta in 1968 without having been registered in the UK. It is believed that only one further DS21 Decapotable Usine was delivered to the UK after this one. During its 45 years in Malta this DS was used sparingly and in dry weather only.





This car remains exceptionally original and completely free of the rust problems suffered by so many DS Citroens. The car retains its original matching engine which runs with full oil pressure, no smoke and ample power. It retains its beautifully original soft black full leather interior and even its original "capot", or hood, which is in remarkable original and preserved condition. It is even accompanied by its original Chapron supplied jack, unique to this model!

Furthermore the car has many "impossible to falsify" details unique to the genuine decapotable model, for example: the brackets for the rear brake pipes are period correct (changed on 1969 model year), the early type of front and rear suspension pushrod ball cups which are integral with the rear arms and front sub-frames (this design was changed in 1966). Additionally there is no sign of either corrosion or repair to the chassis, anywhere (very important for a DS) and it is believed that it is just as it left the factory.

Brought back to the UK four years ago, KSA 381F is offered fresh from a major service carried out by renowned margue specialists Andrew Brodie Engineering in June 2018 (bill on file). Works included fitting a new clutch, new front brake discs, new timing chain, electronic ignition, uprated alternator, electric fuel pump, 4 new Michelin XAS tyres (the DS was designed to use this tyre) and also in the interests of safety and reliability the hydraulic system was converted to use green LHM fluid while retaining the original appearance. Following these works the DS completed a trouble free and effortless trip to the south of France.

Accompanying documentation includes old MOT certificates, a Malta registration document, various invoices from Andrew Brodie Engineering Ltd, full documentation and authentication from Citroen Heritage. Offered with its original English text owner's handbook and repair manual, this rare and ultra desirable convertible DS21 is ready for the next owner to use and enjoy.

£150,000 - 180,000 €170,000 - 210,000

NO LOT

14 \*

The Cooper Car Co's Last-Built Single-Seater.
The Ex-Peter Rehl Daytona Road Race of Champions-winning

# 1969 COOPER-CHEVROLET T90 FORMULA A/5000 RACING SINGLE-SEATER

Chassis no. F1C/3/69

- Final Cooper Single Seater model
- One of only three cars built
- Period race winning career, including 'Road Race of Champions'
- Exquisitely restored



This remarkable Formula A/5000 Cooper-Chevrolet has tremendous historic significance in that it is the very last single-seater competition car ever to be built by the legendary Cooper Car Company in its late-period home factory at Canada Road, Byfleet, Surrey in the south-east of England

It is the last of only three Formula A/5000 5-litre Cooper T90s constructed for 1969, two of which exhibited at that January's Racing Car Show in London, neither of which initially sold there. The design was based around a robust light-alloy-skinned monocoque hull derived from Cooper's contemporary T86B Formula 1 chassis. While the prototype T90 'F1C/1/68' was subsequently campaigned in three late-year British Formula 5000 rounds by Chris Warwick-Drake – later passing to Andrew Goodfellow for hill-climbing in 1972 – the second chassis 'F1C/2/69' would only become active in 1970, in the hands of Aston Martin development engineer/driver Peter Hawtin who sadly crashed fatally in his car at Oulton Park in September, 1971.

Meanwhile this now exquisitely rebuilt, third and last Cooper-Chevrolet T90 – chassis 'F1C/3/69' – became the only one to find an immediate home. It was with American Cooper enthusiast – and already well-known driver of an always well-prepared Formula B Cooper single-seater – Peter Rehl.

He contested not only Continental Championship Formula A (the US equivalent of 5-litre British, European, Antipodean and South African Formula 5000) but also a busy programme of more minor 'club-level' US events. At the National level he not only won two frontline races, at Lime Rock and Bryar, but also dominated the end of season SCCA Championship Run-Offs at Daytona International Speedway.

The frontline racing record of Peter Rehl's Cooper-Chevrolet T90 now offered here is as follows:

July 6, 1969	SCCA National, Lime Rock	FIRST
July 20, 1969	Badger '200', Elkhart Lake	7th
August 2, 1969	Schaefer Grand Prix, Lime Rock	9th
August 31, 1969	SCCA National, Bryar Motorsports Park	FIRST
September 1, 1969	Lime Rock Grand Prix	7th
September 7, 1969	Ste Jovite (Canada)	Retired '27th'
November 29, 1969	Road Race of Champions, Daytonaw	FIRST
April 19, 1970	Riverside Grand Prix	24th









When he advertised the car for sale in 1971 Peter Rehl amusingly derided the US West Coast-based Formula A opposition that he had faced, for claiming 500bhp or more from their Chevrolet engines as tuned for them by such specialists as Al Bartz and Traco Engineering. His Cooper had simply blown them all away during the Daytona run-offs which he had won so handsomely.

In new hands 'F1C/3/69 - the last-ever 'real' Cooper - subsequently contested several National events and one more professional Formula 5000 race before beginning a long sojourn in a private collection in eastern Massachusetts. Once acquired by the present vendors, this evocative and potent racing Cooper has benefited from extensive yet sensitive restoration, respectful to its unique history. Those who contributed craftsmanship, experience and detail knowledge to the project not only included original owners Peter Rehl and Dick Yagami, Pat Prince of Prince Racing, John Grubb at J&J Racing, Phil Harris at TrueChoice and Bill McCurdy of Williams Racing, but also Bob McKee of McKee Engineering and original Cooper Car Co specialist Tony Whitburn who led this car's original build at Canada Road, Byfleet back in 1969.

The seller reports that the car has been run infrequently post restoration, and subsequently carefully 'pickled'/drained of fluids such that it is ready for its next outing. Accompanying the car are its original wheels, which might serve as decoration than use, and the original alloy nose piece, itself an appealing item.

The Cooper Car Company's final closure was announced on May 22, 1969. It had been a terrific ride, and Cooper cars today are still campaigned very competitively in Historic Formula 1, 2 and 3, Formula B and Atlantic, plus sports-racing car form almost every weekend somewhere in the world. This Road Race of Champions-winning Cooper-Chevrolet T90 has been beautifully restored to rejoin that venerable coterie.

Should the motor car remain in the UK, local import taxes of 5% will be added to the hammer price.

£115,000 - 135,000 €130,000 - 150,000

15

The Ex-Peter Whitehead, John Bekaert, Bill de Selincourt

## 1959 LISTER-JAGUAR 'KNOBBLY' 3.8-LITRE SPORTS-RACING TWO-SEATER

Registration no. NBL 660 Chassis no. BHL 103

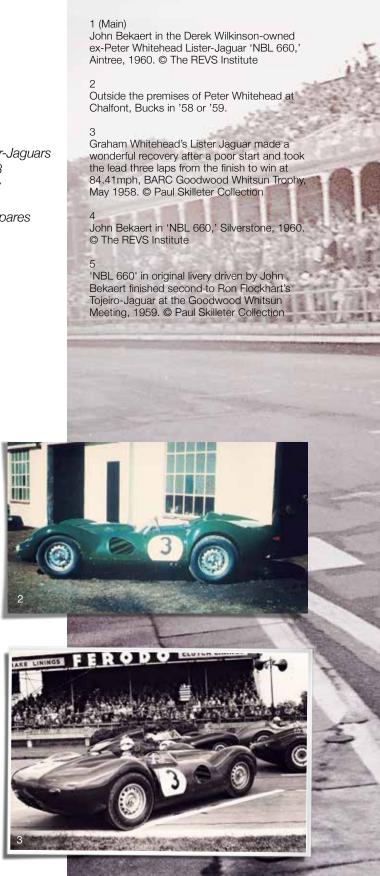
- 'Old NBL 660' renowned as one of the very best genuine Lister-Jaguars
- Incredible 29 wins and 53 podium places in period 1958-1963
- Massively well documented, continuous race history from new
- Perennial front runner at Goodwood and the Le Mans Classic
- Spare chassis, engine, suspension, body panelling amongst spares

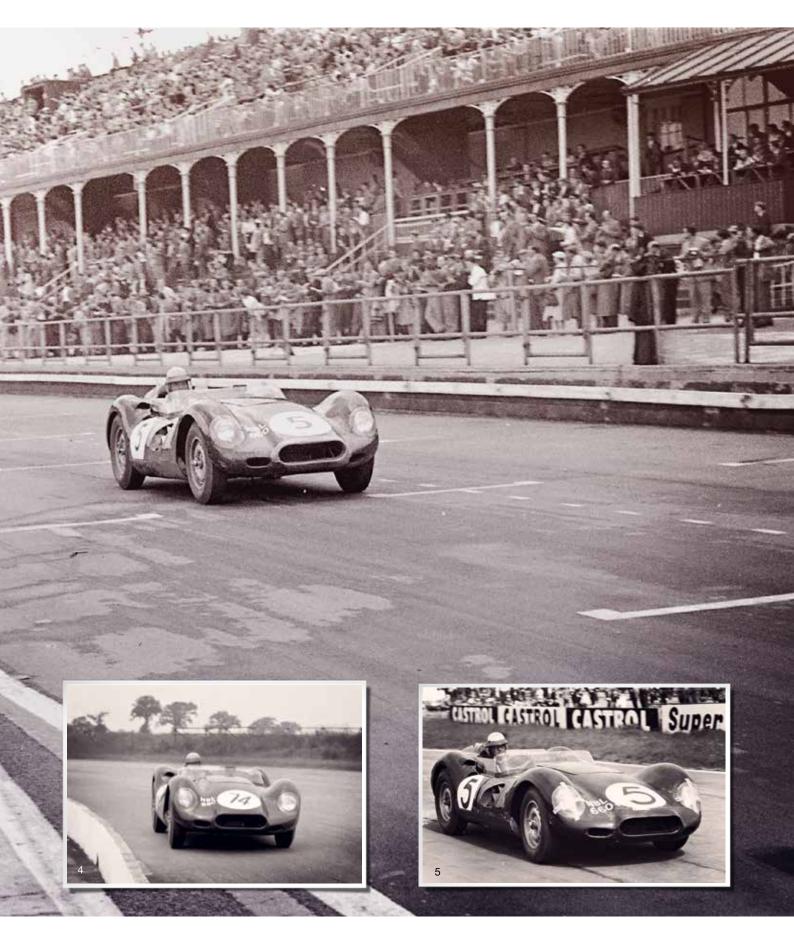
Seldom have we seen such a highly-successful, high-profile and so widely well-respected an Historic sports-racing car as this highly original Lister-Jaguar. Widely known and affectionately remembered over such a long career within the club and Historic racing world, 'NBL 660' is presented here accompanied not only by valuable spares but also one of the most massive, immensely well-researched and detailed documentation files that we have ever encountered. Perhaps most notably - given the towering present-day profile of the Goodwood Revival and Members' Meetings, and of the Le Mans Classic, 'NBL 660' here won at Goodwood in period and has been a familiar entry in both the Sussex circuit's wonderful Historic races while former owner Udo Ruutcher made quite an impression in the 2002 Le Mans event, followed by tremendous subsequent success for later owner/driver Shaun Lynn. How successful was 'NBL 660' back in period, 1958-1963? Remarkably, its documented record includes no fewer than 53 podium places. including 29 firsts, 15 seconds and 9 thirds...

Also included within this Lot is a remarkable spares inventory, amazingly including the car's original 1958 chassis frame - which was replaced in-period after an accident in 1959, subsequently built into another Lister-Jaguar but retrieved to rejoin 'NBL 660' in recent years. There is also a spare engine, a set of original Weber DCO carburettors and multiple suspension, mechanical and sheet metal parts.

Essentially the car's early history is as detailed in the Doug Nye book 'Powered by Jaguar' (published by Motor Racing Publications, 1980) . Its dedicated section detailing the later life of 'NBL 660 - Chassis BHL 103' up to that time, reads as follows:

"Peter Whitehead bought this third-off production 'Knobbly; and had it assembled at his Motorwork, Chalfont St Peter garage by his longserving mechanic Arthur Birks. It used a first-series Williams & Pritchard body with rounded front wings, distinctive for its large cooling vents set into either side of the bonnet behind the front-wheel arches. The old car never adopted the anti-lift fairing fashion popularized by Ecurie Ecosse. Whitehead raced the car in his usual consistent manner... There is a story that he felt it was rather infra dig to have a car with upside-down Morris Minor steering, and insisted on substituting an XK140-150 rackand-pinion instead. Unfortunately, since the Morris-Lister steering went ahead of the axle line and the steering on the XK140-150 was behind it, when the latter's system was fitted on the former chassis the trackrods pulled when they should have pushed, steered left when the driver steered right and there was an early collision with the garage wall.... Believe it if you like.













"But in September 1958 Peter Whitehead died when the class-leading Jaguar 3.4 saloon in which he was navigating at that moment, being driven by his half-brother Graham Whitehead, crashed over an unparapeted bridge during the Tour de France.

"The Lister-Jaguar was sold for the 1959 season to Derek Wilkinson, for John Bekaert to drive. John recalled: 'Derek had an interest in Dove's of Northampton, owned an ERA, was a director of a greetings card company and wanted a modern racing car. We had met in 1958 when I was driving 'HWM 1' on a shoestring, and he bought the Lister after we had tried it for a day at Snetterton. It was a marvellous car and Derek was a great chap to drive for...he had a full-time mechanic, Jim Abbott, to care for it and paid our expenses in travelling, picked-up all the bills and gave us quite a handsome budget – about £1,000 – for the season. We could even afford new tyres! Whitehead had raced the car with a 3-litre engine, but we had a 3.8 fitted which was prepared at the Jaguar factory by George Hodge. While the Don Moore (works) engines were said to be up around 300-odd horsepower, we settled for a reliable 292 and, as always, George did a marvellous job on it.

" 'In two seasons with the car we had 23 firsts, 12 seconds and six thirds at all levels from Club to National and International, but in mid-1959 I hit Ashmore's D-Type in the wet at Dunboyne, and although we went on to win there I think it tweaked something fundamental because the following

weekend in the Grand Prix meeting at Aintree I lost it for no apparent reason on the way out of Village Corner and it rolled over. It was extensively damaged. We thought we could re-use the original chassis, but Derek insisted on having a brand-new one. I believe we had the last 'Knobbly' chassis from the works, while the old one went, I believe, to Gordon Lee – and he found it was still not straight.

" 'Jim completely rebuilt the car around the new frame. I had driven a works Lister in the 1958 TT at Goodwood, and compared to our car it was a real out-and-out racer. Its performance really was phenomenal, but it rattled and banged....the Whitehead car in comparison was like a Rolls-Royce, a very solid, high-quality, high-performance car...'.

"When first raced under the Wilkinson banner the car bore the old Buckinghamshire registration number '832 BH', but it was soon changed to 'NBL 660' - an August 1956 (!) Berkshire serial - under which it became famous. It was sold to Bill de Selincourt for 1961 when he graduated from an 1,100cc Lola, while the popular and talented Bekaert opted to step down to a Lola - retiring at the end of the season to set up his own textiles business 'and make some money at last'.



"From de Selincourt - for whom 'NBL 660' was prepared by (the two Johns) Coundley and Pearson - it went to Allan Deacon, a Fleet Air Arm officer, who disposed of its XK engine to David Beckett for his ex-Ray Brightman Chevrolet-powered car, 'BHL 125', registered 'RB25'. Old 'NBL 660' was loaded down with a 7-litre Ford Galaxie V8 engine and eventually was sold to John Pearson. It then passed to Lister enthusiast Gordon Lee, who had it rebodied to original form by Peel's of Kingston, fitted a D-Type 3.8 engine and revised its suspension and brakes. Bert Young took on the rejuvenated car in 1973 for Historic racing, and in the later-'seventies it was acquired by the German Count Hubertus Donhoff, largely for museum display."

The enormous documentation file now accompanying 'NBL 660' as offered here details the later part of this wonderful Lister-Jaguar's career post-1980. Between 1982 and 2003 it was in the care of Hans-Peter . Gluck in Germany, making regular appearances driven by Udo Ruutcher in such events as the Oldtimer Grand Prix and Eifel Klassik at the Nurburgring and in the Hessen Cup. It was subsequently acquired by extremely active Historic racing enthusiast Shaun Lynn, for whom it was extensively restored and prepared by CKL Developments, the leading Historic-racing Jaguar specialists, based in East Sussex.





Mr Lynn's extensive racing record with 'NBL 660' is fully recorded within the documentation file, which also includes extensive reference to a period in 2010 when a rival Lister-Jaguar came up for sale at Bonhams.

That ex-Japanese Collection car had been campaigned by an Historic racing owner/driver named Bob Gilbert. It had actually been assembled by veteran Lister-Jaguar specialist John Pearson for a Japanese friend of historian Doug Nye's back in the early 1980s. It was based upon a chassis frame which was described to the commissioning client as being an original Lister-made Abbey Road, Cambridge, chassis frame which had been removed from a genuine car in period because the perfectionist contemporary owner believed that it had been damaged in an accident which had befallen his car. This frame is understood in fact to have been the original from 'NBL 660'; as acquired by Peter Whitehead back in 1958 and as removed from the car now offered here following John Bekaert's Aintree crash during the 1959 British Grand Prix meeting. That 'perfectionist owner' would have been Derek Wilkinson, and it emerged that the discarded chassis frame had subsequently been acquired by Mr Pearson.

The Bob Gilbert car was properly described by our contemporary catalogue and, to prevent the possibility of any future confusion or dispute over historic provenance, Shaun Lynn bought it at that 2010 Sale. He then had CKL Developments dismantle it to retrieve its original 1958/first-part of 1959 'NBL 660' frame, which could become available for a rebuild – if ever required – of his replacement-framed (in-period) - and again perfectly genuine - post-Aintree '59 continuous-history 'NBL 660'.

This bare repaired original 'BHL 103' (aka 'NBL 660') chassis was then retained by Mr Lynn for potential display alongside this longowned, much-raced Historic Lister-Jaguar. And 'NBL 660' was also photographed alongside the ex-Bob Gilbert car – re-assembled around a new-made identical replacement frame – and 'Nibble's retrieved, nowbare, initial chassis. We believe that the 1959 replacement frame built into 'NBL 660' at that time was not in fact the last 'Knobbly' chassis, but a square-tube crossmember/revised suspension pick-ups 'Costin' Lister frame as was current that year.

As presented here the car is offered in ready-to-run order, complete with its valuable original-specification D-Type gearbox), carefully preserved and unraced since former owner/driver Shaun Lynn's last appearance in it, although it was driven by multiple Indy '500' winner Dario Franchitti to lead the field pre-start at the spring Goodwood 75th Members' Meeting in 2017. Lister-Jaguar 'NBL 660' really is one of the backbone cars of Historic racing history, having been so long campaigned within the category ever since its true inception more than forty years ago now, back in the 1970s. And now it can be your's...

£2,200,000 - 2,800,000 €2,500,000 - 3,200,000





#### 16

#### 1954 ARNOLT-BRISTOL BOLIDE ROADSTER

Coachwork by Carrozzeria Bertone

Registration no. 931 XVB Chassis no. 404/X/3065

- One of only 130 made
- Delivered new to the USA
- Professionally restored to concours standard between 2015 and 2017
- Featured in Octane magazine 2018
- Mille Miglia eligible

Having made his fortune during WW2, Chicago-based industrialist Stanley Harold 'Wacky' Arnolt II was able to indulge his lifelong love of automobiles, and by 1952 was a regional BMC distributor and US distributor for Bristol cars. In 1952, a visit to Carrozzeria Bertone led to Arnolt buying a stake in the Italian company and arranging manufacture of Bertone-bodied Arnolt MGs.

Arnolt's next venture made use of the Bristol connection, the UK manufacturer's 404 chassis getting the Bertone treatment in 1953 courtesy of newly arrived stylist, Franco Scaglione. Despite being based on a pre-war BMW design, the Bristol possessed one of the finest chassis of its day, and its 2.0-litre six-cylinder engine was one of the most efficient around.

The engine's one drawback, from a packaging perspective, was its height. Nevertheless, Scaglione still managed to come up with a sleek looking sports car, first by incorporating a bonnet scoop and secondly by employing sharply creased contours over the front wings to draw the viewer's attention away from the bonnet's unusually tall centre. Three open models were offered ranging from the basic competition version via the better-appointed Bolide to the fully equipped Bolide Deluxe. There was also an enclosed coupé. Arnolt charged \$3,995 for the competition model, \$4,245 for the Bolide, \$4,995 for the Bolide Deluxe, and \$5,995 for the coupé.

The Bristol engine could be tuned to produce in excess of 150bhp, and before long the pretty Arnolts were making their mark in production sports car races in the USA. After class wins at Sebring and Le Mans in 1955, the works team was disbanded following the fatal accident that claimed the life of driver Bob Goldich. Arnolt-Bristol









One of a mere handful of survivors, chassis number '3065' was purchased from Bristol Cars, London in 2014 as a unique restoration project. Bristol Cars had imported the Arnolt from California, USA as part of a collection they were developing, but due to financial difficulties the car was offered for sale.

Experienced professional restorers, the vendors commenced the restoration with the intention of racing and rallying the Arnolt-Bristol in historic events such as the HERO Cup, Mille Miglia, and Goodwood. Due to unforeseen circumstances their plans have changed, hence the car is now offered for sale. The full restoration was undertaken between 2015 and 2017 to period-correct specification, with all components being fully rebuilt (not just cleaned and painted). The body was fully repaired, retaining as much of the original panelling as possible, and then repainted to concours standard in the correct shade of green, traces of the original paintwork having been discovered during the restoration process, while the interior was re-trimmed in tan leather.

Intended for use in an ex-Grand Prix Cooper-Bristol, the engine has been built to race specification by a leading Bristol engine specialist. Maximum power output is around 130bhp. The gearbox was overhauled with all modifications needed for racing, and the car also has an aluminium foam-filled competition fuel tank; an aluminium cooling radiator; and an oil cooler.

A full account of this car's restoration may be found in John Simister's excellent article in Octane magazine (February 2018 edition, copy available).

Not just built to an exceptionally high standard, this car also has very good road manners, as Simister discovered: 'And what a keen thing it is. I'm being gentle at first while I get to know the Bolide's behaviour, but the throttle is super-crisp at small, openings yet without a trace of snatch. The clutch is light and progressive, the long, cranked gearlever with its Bakelite knob clicks with oily smoothness into its ratio-slots. Conducting the Arnolt with driver-flattering fluidity is disarmingly easy. Even a doubledeclutch down into the non-synchronised first gear is a piece of cake.

'Precise steering, confident straight-line stability, a benign balance but lots of scope for tightening the trajectory on the throttle(s) once settled into a bend: the Arnolt has all these things. It's a straightforward, talkative, transparent four-wheel drifter, which does what you ask it to do and clearly enjoys every minute. To race one of these would be very entertaining.

This ultra-rare, American-inspired, Anglo-Italian sports car is offered with a V5C registration document and bills relating to its restoration.

£250,000 - 350,000 €290,000 - 400,000

17

Offered from a distinguished Private Collection

## 1964 JAGUAR MARK 2 3.8-LITRE 'COOMBS REPLICA' SPORTS SALOON

Registration no. HPA 300C Chassis no. 233517

- Rebuilt to 'Coombs' specification in the mid/late 1990s
- Manual/overdrive transmission
- Discreetly upgraded
- Present ownership since April 2016









A progressive development of the Mark 1, Jaguar's first unitary construction saloon, the Mark 2 made its debut in October 1959. The running gear remained much the same as before, with independent front suspension by wishbones and coil springs, leaf-sprung live rear axle, and Dunlop servo-assisted disc brakes (optional at first on the Mark 1 but standard from November 1957) on all four wheels. A redesigned dashboard with speedometer and rev-counter ahead of the driver and minor gauges grouped centrally established Jaguar's layout for years to come. With the Mark 2's arrival, the 3.8-litre version of Jaguar's XK 'six' became available for the first time in the company's medium-sized saloon. This engine, used previously in the Mark IX saloon, produced 220bhp at 5,500rpm, an output sufficient to propel the top-of-the-range Mark 2 to 125mph. Transmission options were a four-speed manual (with or without overdrive) or Borg-Warner automatic gearbox, an improved allsynchromesh version of the former being specified from 1965.

The superb example offered here has been restored and rebuilt in the style of the racing Mark 2 saloons prepared and entered by Guildford-based Jaguar dealer John Coombs in the early 1960s. A Jaguar/Daimler dating letter on file reveals that chassis number '233517' was originally finished in dark blue with light blue trim (the same as it is today) and was retailed via Henlys. The Jaguar retains its original registration number, 'HPA 300C'.

This car's history is not known prior to 1989 when it was acquired by Mr Ongun of London, to whom the aforementioned letter was addressed. Next owner Mr Vann acquired 'HPA 300C' in 1992 and it was he that commissioned its restoration. The no-expense-spared rebuild was commenced by margue specialists Three Point Four and completed in November 1997 by Scott-Moncrieff (see bills and photographs on file). The car was subsequently re-trimmed by renowned experts Suffolk & Turley. Its specification includes a rebuilt, balanced, and tuned engine; 2" SU carburettors on matching manifolds; front anti-roll bar; Koni shock absorbers; up-rated coil springs to the front suspension; Coombs-type rear wheelarches; Coombs-type chromed wire wheels; Moto-Lita woodrimmed steering wheel; Pioneer stereo system; and discreet period-style circular mirrors to the window frames.

The Jaguar remained with Mr Vann for the next 20-or-so years before being sold to the current vendor, a prominent private collector, by which time it had covered only some 8,000 miles since the restoration and was still in 'exemplary condition'. While in the vendor's care, 'HPA 300C' has been fastidiously maintained by Red Triangle, as evidenced by their bills on file.

Presented in generally excellent condition, this discreetly upgraded 3.8-litre Mk2 is offered with the 2016 purchase receipt, copies of old V5/V5C documents, and the aforementioned invoices, etc.

£50,000 - 60,000 €57,000 - 69,000









In the autumn of 1959 the XK150 became available with the 3.8-litre engine first seen in the Mark IX saloon. 'Standard' (220bhp) or 'S' (265bhp) states of tune were offered (the latter featuring overdrive as standard) and in either form the XK150's increased weight was more than offset by the power of the larger engine, the car regularly recording in excess of 130mph in magazine road tests. The 3.8-litre 'S' is one of the rarest of the family with only 282 built out of a total XK150 production of 9,395 cars.

Representing the XK150 in its ultimate configuration, with the 3.8-litre engine and overdrive gearbox, this rare 'S' fixed-head coupé was supplied to its first owner, a Mr Douglass Growcott, by Henlys of London on 23rd March 1960. The car is recorded in Anders Ditlev Clausager's definitive book on the Jaguar XK150 as being the 71st of a total production run of only 115 right-hand drive cars. It is also one of only five cars finished in black with a red interior.

This XK150 has had only four recorded owners from new: the third acquiring '660 NPJ' in 1965 and keeping the car some 35 years until 2000, and the last keeping it for the remaining 18 years. There are MoT certificates on file dating back to 1984 showing the then indicated mileage as 71,442, while virtually continuous MoTs to date confirm the current mileage shown as 82,028.

In 2003 the engine and gearbox were fully rebuilt, the former incorporating an unleaded cylinder head conversion, and the car has also been the subject of considerable expenditure to maintain it in its present beautiful condition. Improvements to the original specification include the fitting of power steering, upgraded brakes, electric fan, alternator conversion, inertia seat belts, and a 12-volt battery installation. The car has been fully checked through by the leading XK specialists, Twyford Moors, who during the process completely rebuilt the front suspension incorporating a full Polybush upgrade to further improve the handling.

This is a matching-numbers car with a mechanical overdrive, rarely seen on these XKs. Fitted with virtually new chrome wire wheels and Vredestein radial tyres, '660 NPJ', with its subtle upgrades, is said to be a delight to drive; the experience being enhanced by one of the smoothest gearboxes one is likely to find in any XK.

In addition to various invoices for works undertaken, the accompanying file contains Jaguar handbooks, the original buff logbook, a current V5C registration document, and a Heritage Certificate confirming its production numbers and current registration. Described by the vendor as in excellent condition, with a very nice interior, '660 NPJ' represents a wonderful opportunity for the serious Jaguar collector to acquire a rare example of one of the most powerful limited-production XKs manufactured by Jaguar Cars.

£130,000 - 150,000 €150,000 - 170,000





Original 'Build Sheet' shows 'ELB 396' ordered with green exterior paint and green leather which is how the car is finished today.

The 4½-Litre Lagonda was one of the most accomplished sports cars of the 1930s, as a succession of high-profile race wins, culminating in victory at Le Mans in 1935, amply demonstrates.

Shortly after the M45's introduction, *The Autocar* got its hands on one. 'A short run on one of the first of the 4½-Litre Lagonda models, with an open four-seater body, left a vivid impression not only of brilliant acceleration and sheer performance, but of a car delightfully silent and easy running in a way that can be achieved to the fullest extent only by a big-engined machine working well inside its limits.'

A team of three specially prepared short-chassis cars (effectively the soonto-be-announced M45 Rapide) prepared by Lagonda main agents Fox & Nicholls performed creditably at the 1934 RAC Tourist Trophy at Ards, and the following year one of these TT cars driven by John Hindmarsh and Luis Fontes won the Le Mans 24-Hour endurance classic outright.

Under the technical direction of the great W O Bentley, recently departed from Rolls-Royce, the big Lagonda became more refined, the M45's successor - the LG45 - gaining synchromesh gears, flexible engine mounts and centralised chassis lubrication among many other improvements. Intended as a prestige, upmarket model, the LG45 was aimed squarely at the Bentleys built by W O's erstwhile employer. Endowed with such impeccable pedigree, the 41/2-Litre Lagonda quickly established itself as a favourite among the wealthy sporting motorists of its day.



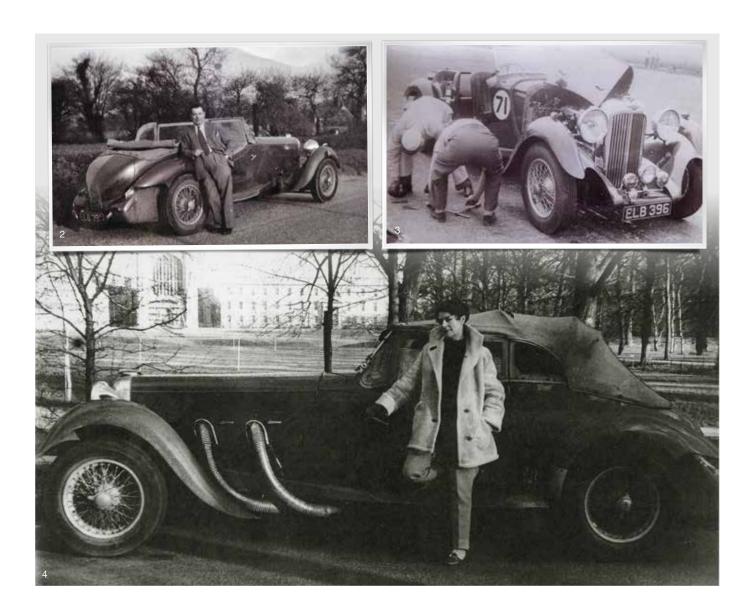




The more refined 41/2-Litre had moved too far away from the original conception, among them being Lagonda company director and former racing driver Dick Watney, previously with Rootes. It was the perfectionist Watney who conceived the Rapide, considering that the big Lagonda had grown too sober; the 41/2-Litre's obviously fine performance notwithstanding. Stylist Frank Feeley - whose fruitful post-war career with Aston Martin would commence with the DB2 - was briefed to create an eye-catching, four-seater sports car on the production LG45 chassis without either shortening the frame or employing too many special components. Announced in September 1936, less than six months after the company's takeover by Alan Good and Dick Watney, the result was the greatly lightened Rapide, powered by a 'Sanction 3' engine. The latter incorporated the previous 'Sanctions' (improvements), adding a redesigned cylinder head and revised carburettor/induction arrangements to the package. For 'Sanction 3' the compression ratio was raised from 6.68:1 to 7:1, or 7.5:1 for any owner willing to prepare his own high-octane fuel! There was also an improved exhaust system.

Lagonda's own coachwork was among the most handsome offered by any manufacturer, and for the lightweight LG45 a 'no frills' open tourer body adorned with cycle wings was the only type specified. The most eyecatching British sports car of its day, the Lagonda Rapide went every bit as fast as its sensational looks suggested.





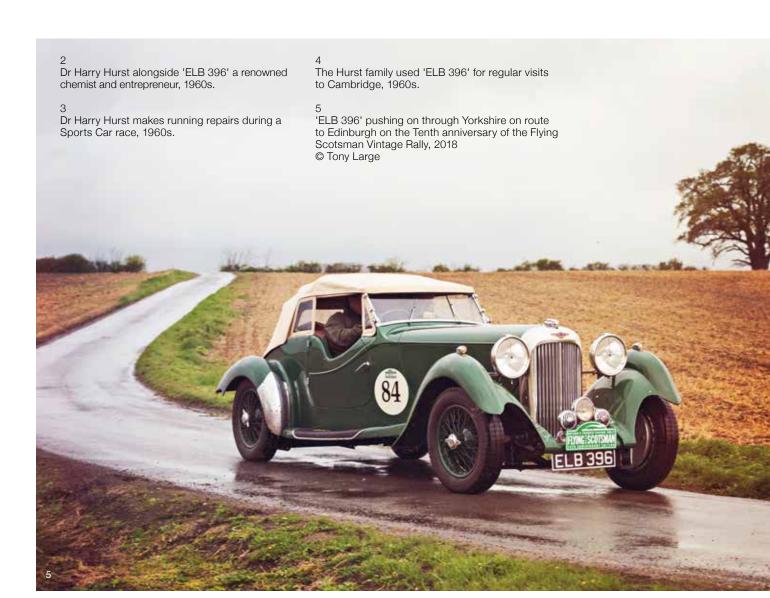
'The whole appearance of the car was flamboyant and extrovert, so much so there was some muttering about it being a car for a "Promenade Percy"... This was dispelled forever when the top speed reached on road test was published... 133.5bhp at 3,400 rpm... 108.2 mph... rest to 50mph in 9.4 seconds and to 60 mph in 13.2... a eulogistic test...' - Davey & May, 'Lagonda'.

Ordered on 23rd July 1937 and delivered to the first owner on 22nd October '37 with 120 road-test miles on the clock, '12267R' is the penultimate LG45 Rapide made. Registered 'ELB 396', the car was originally finished in green with matching leather interior and fawn hood, and came equipped with side screens, tonneau cover, and polished walnut woodwork. No inspection lamp or interior lamp was supplied. The Rapide was delivered new to S Baker of 39 Davies Street, London W1 through Keevil & March of 28 Berkeley Street, Berkeley Square, London W1, who were the exclusive Lagonda dealers in London (part owned at the time by the current Earl of March's father, 'Freddie', perhaps more famous for racing at the Goodwood circuit).

Subsequent owners include Norman S Kimmersley of Wick, Bristol, Chairman of the Golden Valley Ochre and Oxide Company Ltd. He was followed by J Stone, 31 Denning Road, Hampstead, NW3, and in the 1950s by one Ken King (address unknown). The recorded mileage was 13,419 in June 1938 and only 69,321 by 24th August 1949, reflecting the enforced limited use during the war years. By July 1951, only two years later, the mileage was recorded at 54,868 by the Works Service Department (one assumes the odometer had gone 'around the clock' and that the true figure was 154,686).

In 1951 the hood, tonneau and side screens were replaced by the Lagonda Works Service Department, and work carried out to repair cracking at the rear of the body (a design flaw of the wooden frame as it is cut too thin around the areas surrounding the fuel filler caps).

In 1956, Ken King sold the car for £300 to Dr Hurst of Cambridge, who was a research chemist and entrepreneur of some note, having invented the damp-proof course system commonly used today in house building. His son, Tony, provided the scanned b&w photographs supplied with the car, and remembers many journeys in it as a child.



The Lagonda was much loved and used by the Hurst family, with Harry Hurst only parting with the car after 28 years of ownership, via auction, in 1984. It was purchased by Simon Carell, who then had it completely restored by Alan Brown of Northern Lagonda Factory fame. The restoration, which included a repaint in red and re-trim in cream leather, was completed in the summer of 1986, and Simon Carell then swapped 'ELB 396' for the two LG45 Rapides owned by George Chilberg of San Diego, California, one being the 'Clark Gable' car. A well-known racer and Lagonda collector, George Chilberg displayed his latest acquisition at various shows, including the 1999 Pebble Beach Concours (plaque inside the glove box lid) and 2006 Newport Beach Concours. The engine was rebuilt in 2010. '12267R' remained in George Chilberg's hands on the West Coast of the USA for 29 years, until 2013 when the immediately preceding owner bought it from George (by now in his eighties).

The then owner transported the Lagonda to the USA's East Coast, and drove the car at the 2013 Amelia Island Concours tour in Florida where it performed well, albeit a little down on power due to only one magneto working. He repatriated it to the UK and reacquired the original registration, 'ELB 396', from the DVLA.

Since arriving back home in the UK, the Lagonda has been mechanically fettled by the experts at Bishops Grey, and repainted by MotoTechnique in the original green (matched from a scrap of paint found behind the dashboard during the stripping process). It was also re-trimmed by O'Rourke Trimming in correct, full-thickness Connolly hide, with traditional seat-stuffing materials, while the hood, side screens, and tonneau were replaced in the original and correct fawn colour. Expertly revitalised, the Rapide successfully completed the 'Flying Scotsman' rally in April of this year having been acquired by the current owner - only the eighth from new - in 2015.

One of few 1930s automobiles capable of comfortably exceeding 100mph, the Lagonda LG45 Rapide was one of the most exciting and elegant British sports cars of the period and a true supercar of its day. With so few made, '12267R' represents a possibly once-in-a-generation opportunity to acquire an original example of one these fabulous cars.

£750,000 - 850,000 €860,000 - 970,000

#### 20 N

## 1957 ROLLS-ROYCE SILVER CLOUD DROPHEAD COUPÉ

Coachwork by H J Mulliner

Registration no. not UK registered Chassis no. SBC 118

'In common with earlier models of the Rolls-Royce - ever since the first model in 1905 - the latest model, known as the Silver Cloud, carries on the tradition of employing only those features of design which have been thoroughly proved, allied with meticulous attention to detail and finish. The successive design staffs of this famous firm have never attempted to be the avant-garde, but have preferred to control the construction of proved designs so carefully that the result would excel.

Despite the popularity of Rolls-Royce's 'standard steel' factory bodywork, bespoke creations from coachbuilders James Young and the soon-to-be-merged firms of H J Mulliner and Park Ward Ltd (the latter already owned by Rolls-Royce) continued to be available on the Silver Cloud chassis for those discerning enthusiasts wealthy enough to afford them.

- One of only 21 built
- Present ownership for 20 years
- Professionally restored in the late 1990s
- Meticulously maintained

Hand crafted style such as this attracted a hefty premium though, H J Mulliner's drophead coupé being priced some 50% above the standard Silver Cloud four-door saloon, which was already one of the world's most expensive cars.

'Luxury clothed in aluminium', chassis number 'SBC 118' was constructed to H J Mulliner's design number '7410'. Mulliner completed only 21 drophead coupés on the 'Silver Cloud I' chassis (11 left-hand and 10 right-hand drive).

Mentioned in the book 'Original Rolls-Royce & Bentley 1946-69' by James Taylor, 'SBC 118' was ordered by J P W Maynard Esq of Fulmer, Buckinghamshire through London dealership George Newman Ltd.











First registered on 18th April 1957, the car was delivered with the optional power-assisted steering and power-operated hood, both of which remain in working condition today. The original colour scheme was Valentine's light grey with dark blue Connolly leather interior and black hood. In February 1961 the Rolls-Royce was bought by one M E Kirkpatrick of Lowesby Hall, Billsdon, Leicestershire, passing in 1984 to Richard C Himmel in the USA. Based in Chicago, Richard Himmel enjoyed a successful career as an interior designer during the 1960s and 1970s, working for clients including Muhammad Ali, the Playboy Club, and the Chicago Sun-Times' famous gossip columnist, Irv Kupcinet. Later on Richard and Elinor Himmel moved with their children to Palm Beach, Florida, and there are photographs of the Rolls-Royce in Florida on file. The Himmels kept the Silver Cloud until 1998 when it was bought by the current vendor in Holland.

When the current owner purchased the car it had been repainted bronze and was in a good driving condition though showing signs of age.

Accordingly, the owner commissioned an extensive restoration to the highest standard, which was carried out by Noblehouse in the Netherlands. The exterior colour scheme was changed again, on this occasion to the very attractive dark blue with matching hood and beige interior, which it retains today.

The restoration was finished in 2000 and the Rolls-Royce registered for the road in Belgium. Since then it has been used regularly but only in good weather, covering around 15,000 miles over the course of the last 18 years.

The vendor advises us that this Silver Cloud has been maintained meticulously, receiving its last major service in 2013. At the same time the rear axle was renewed and the final drive ratio changed to enable highspeed cruising at reduced revs, while the engine, cooling system, steering mechanism, and ventilation system were checked over by Leo Stoffels in the Netherlands, as confirmed by bills on file totalling over €15,000. Accompanying documentation also includes copies of the Rolls-Royce and Mulliner build sheets; copy old US title; FIVA Identity Card (issued 2002); taxation report (dated 2000); Belgian registration papers; and invoices for parts and work carried out totalling an estimated €80,000-plus.

An older restoration that holds up extremely well, this elegant coachbuilt Silver Cloud is presented in lovely condition and according to the private vendor is in excellent working order.

£350,000 - 450,000 €400,000 - 520,000 21

### 1966 ASTON MARTIN DB6 4.2-LITRE SHORT-CHASSIS VOLANTE

Registration no. NGU 145D Chassis no. DBVC/2306/R

- One of only 37 short-chassis DB6 Volantes
- The sixth car made
- ZF five-speed gearbox
- Known ownership history
- Engine professionally rebuilt in 2014







'I have driven most of the Aston Martin models that have been produced, from the racing twin-cam 11/2-litre of the 1920s onwards. For years my favourite has been the DB3S sports-racer, but now my allegiance is wavering. There can be little doubt that the DB6 is the best Aston yet and it is a credit to British engineering.' - John Bolster, Autosport, 21st October 1966.

Considered by many to be the last 'real' Aston Martin, the DB6 was launched in 1965, updating the DB5. Although Royal patronage of the marque undoubtedly helped DB6 sales, the car arrived at a difficult time for Aston Martin, with the home economy in a parlous state and the US market subject to ever more restrictive legislation.

Though recognisably related to its Touring-styled DB4 ancestor, the DB6 abandoned the underlying Superleggera body structure of its predecessors in favour of a conventional steel fabrication while retaining the aluminium outer panels. Somewhat confusingly, 'Superleggera' badges continued to be applied for a time, presumably until stocks ran out. The wheelbase was now 4" (100mm) longer than before, resulting in an extensive re-style with more-raked windscreen, raised roofline and reshaped rear quarter windows. Opening front quarter lights made a reappearance but the major change was at the rear where a Kamm-style tail with spoiler improved the aerodynamics, greatly enhancing stability at high speeds.

The Tadek Marek-designed six-cylinder engine had been enlarged to 3,995cc for the preceding DB5 and remained unchanged. Power output on triple SU carburettors was 282bhp, rising to 325bhp in Vantage specification. Borg-Warner automatic transmission was offered alongside the standard ZF five-speed gearbox, and for the first time there was optional power-assisted steering.

Premiered at the 1965 London Motor Show, the convertible DB6 marked the first occasion the evocative 'Volante' name had been applied to a soft-top Aston Martin. After 37 Volante convertibles had been completed on the DB5 short-wheelbase (8' 2") chassis, the model adopted the longer DB6 chassis in October 1966. The stylish Volante offered four-seat accommodation and was generously appointed with leather upholstery, deep-pile carpets, aircraft-style instrument cluster, and an electrically operated hood.

In the summer of 1969 the Mark 2 DB6 was announced in saloon and convertible versions. Distinguishable by its flared wheelarches and DBS wheels, the DB6 Mark 2 came with power-assisted steering as standard and could be ordered with AE Brico electronic fuel injection. When DB6 production ceased in 1970, a total of 1,575 saloons had been made, plus 178 of the long-wheelbase Volante convertibles. With so few produced, the original short-chassis DB6 Volante is now considered one of the most collectible of all Aston Martins.





One of the 37 DB6 Volantes built on the short-wheelbase chassis of the DB5, this beautiful right-hand drive example was completed in March 1966 and delivered to H W Motors. It is the sixth shortchassis car built, the numbering sequence being '2301' to '2337' The accompanying copy guarantee form reveals that '2306/R' left the factory equipped with the desirable ZF five-speed gearbox, and was originally finished in Platinum with black interior trim and matching Everflex hood. Chrome wheels, a Motorola radio, and a poweroperated aerial are the only items of non-standard equipment listed. The Volante's first owner was 'Messrs Granville Restaurant' of Enfield, Middlesex and its original registration was '7 KC'.

The history file contains details of subsequent owners, commencing with Roland Duce Ltd of Market Overton, Rutland in 1979 (recorded as first owner by the DVLA). The next recorded owner was Godfrey Nelson Knowles of Ampfield, Kent (1985) followed by Mr A J Wilmot-Smith (1987).

In August 1987, the Volante was acquired by William Loughran's private collection, and while there was serviced and maintained in house. It had been converted to automatic transmission when acquired but has since been returned to original specification.

Sold to private collector William Hemmings in July 2002, the Aston was reacquired by William Loughran in April 2009. The car subsequently received a full engine rebuild (in 2014) and was converted to 4.2-litre specification (using a new cylinder block) and unleaded compatibility. The engine rebuild was undertaken by marque specialists, Post Vintage, and cost nearly £50,000. Related bills are on file together with others including those for an interior re-trim by Autotrim of Huddersfield in 1990. Also on file are numerous old MoTs dating back as far as 1987 showing that the car (previously registered 'PVV 1') has covered fewer than 1,000 miles in 30 years!

In 2014, William Loughran sold '2306/R' to a Mr Riley, who kept the Aston for only one year before selling it back to him. William Loughran then sold the car to the current vendor in 2016. Included in the sale is the original cylinder block, and the car also comes with a reprint/copy DB6 Volante Instruction Book, current V5C document, and copies of old V5s. A once-in-a-lifetime opportunity.

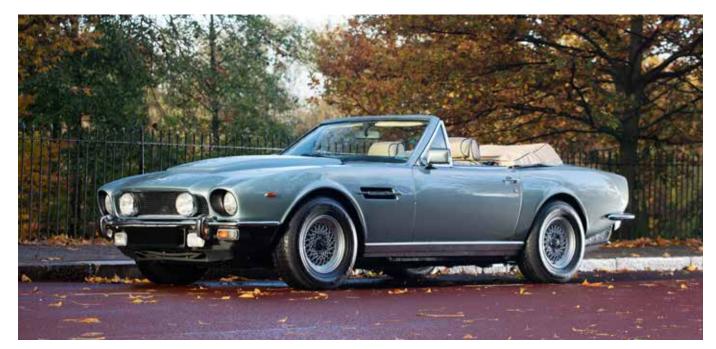
£1,400,000 - 1,600,000 €1,600,000 - 1,800,000















'It's not by any means the world's most expensive drophead in production (the Corniche costs an extra £23,000) nor is it quite the quickest, though a Porsche Cabrio would have to be very well driven to get away from it, but the Aston Martin Volante is perhaps the greatest. It is a true sports car which is also luxuriously comfortable.' - Fast Lane.

Described by former Aston Martin Chairman Victor Gauntlett as, 'a stylish thoroughbred, beautifully built, luxurious, fast and immensely safe, 'the V8 was built in several variants, one of the more exclusive being the Volante convertible. Introduced in response to customers' demands for such a car, the Volante first appeared in June 1978. Arguably the ultimate in soft-top luxury, the newcomer boasted a lined, power-operated hood which, when erected, endowed the walnut-embellished interior with all the solidity and refinement associated with the saloon version. Although its open-car aerodynamics meant that top speed suffered with the hood down, the Volante's 150mph maximum nevertheless ranked it among the world's fastest convertibles. V8 Volante and Vantage Volante chassis numbers ran from '15001' to '15849', a total of 849 cars.

Chassis number '15146' has been owned by the current vendor from new and has become very well known in London's fashionable Mayfair district. The accompany (copy) Car Record Card shows that the car was originally finished in Jubilee Silver with dark blue trim and matching hood. As one would expect, the Volante has been maintained regardless of cost; it has wanted for nothing and Aston Martin Works carried out all servicing and maintenance until recently when renowned margue specialists Oselli took over.

There are bills on file from Aston Martin Lagonda Ltd for the period 1995 to 2011 totalling £125,000. Works carried out by AML include replacing the hood; an engine rebuild and unleaded conversion (1999-2000); bodywork repairs (2001); a full interior re-trim (2004); and further refurbishment of the bodywork, trim, and paint on various occasions between 2005 and 2008. In addition, some £24,000 was spent with margue specialists Oselli between 2012 and 2017 for works on the chassis, suspension, brakes, and gearbox. There other invoices present for more minor works, while numerous expired MoTs on file show the recorded mileage increasing from 72,859 in 1996 to 29,905 (131,000) in 2017. Finished in Jubilee Silver with blue-piped Magnolia trim, this beautiful one-owner Volante is presented in excellent condition and offered with a V5C document.

£160,000 - 200,000 €180,000 - 230,000













'It is a thrill to drive a car like the Dino, one whose capabilities are far beyond what even an expert driver can use in most real-world motoring, and that is the Dino's reason for being. The real joy of a good midengined car is in its handling and braking and the Dino shone as we expected it to. The steering is guick without being super guick, and it transmits by what seems a carefully planned amount of feedback exactly what is going on at the tyres. Thanks to the layout's low polar moment of inertia the car responds instantly to it. The Dino's cornering limits are very high... ' - Road & Track.

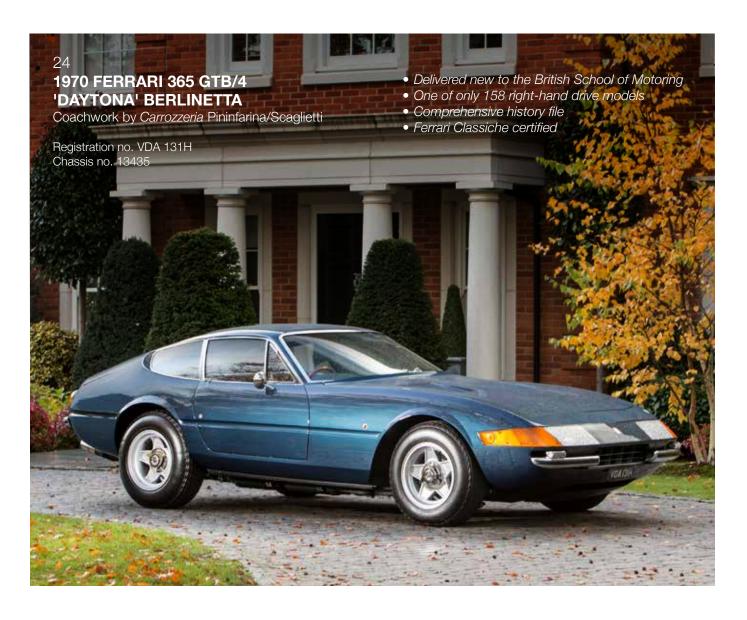
A very late example (production ceased in 1974), right-hand drive chassis number '07586' was completed on 10th December 1973 and delivered new to Colonel Ronnie Hoare's Maranello Concessionaires Ltd in Egham, Surrey. '07586' is one of only 21 UK cars to have the flared wheelarches and wide wheels, of which only five had those factory-fitted features and 'Daytona' seats: the so-called 'Chairs & Flares' combination. Its accompanying Massini Report also reveals that this car's original colour scheme was Nero (black) with matching interior, while the original Maranello order and Ferrari invoices confirm that this was a special order from the factory at extra cost.

This car also features the only 'Daytona' seats trimmed by the factory with cloth/Alcantara inserts. First owned by one D B James of Swansea, the Dino has previously been registered as 'UPC 98M' and 'SYN 39F'. The Massini Report states that this car enjoyed long-term ownership of 30 years (1980 to 2010).

Restored in the 1990s, the Dino was owned subsequently owned by broadcaster, motoring enthusiast and collector, Chris Evans. The current vendor advises us that the engine has been replaced and that the car was recently treated to a bare-metal repaint and full interior re-trim by independent Ferrari specialists, Hoyle Fox Classics. Related bills are on file and this very well presented car also comes with a V5C Registration Certificate and the all-important Ferrari Classiche certification. A total of 60,656 miles is currently displayed on the odometer.

While not quite as fast in a straight line as its larger V12-engined stablemates, the nimble Dino was capable of showing almost anything a clean pair of heels over twisty going. Truly a driver's car par excellence, it is still highly regarded today. Every Ferrari collection should have one.

£450,000 - 550,000 €520,000 - 630,000













'It's a hard muscled thoroughbred, the Daytona - easily the most awesome and yet disciplined road-going Ferrari in that firm's brilliant quarter century of existence. The Daytona isn't fast - it's blinding. It will eat up a guarter-mile of asphalt in 13.2 seconds at 110mph and scream out to 175mph - or it will slug through traffic at 1.500rpm with the Sunday manners of a FIAT. It is the perfect extension of its driver. You can cut and weave through shuffling traffic with the agility of a halfback, or lope down the freeway with the piece of mind that comes from knowing you can contend with anyone's incompetence. To say, after you've driven it, that the Daytona is desirable doesn't begin to sum up your feelings - you would sell your soul for it.' - Car & Driver, Jan 1970.

One of only 158 Daytonas manufactured in right-hand drive configuration, chassis number '13435' was delivered new to Colonel Ronnie Hoare's Maranello Concessionaires, the official UK Ferrari importer, and first registered in August 1970. Somewhat surprisingly, its first owner was the British School of Motoring, which had chosen the Daytona for use on its High Performance Course. The Ferrari was registered to a Miss Denise McCann at the BSM's Sydney Street address.

Interviewed for an article in Octane magazine, HPC instructor John Lyon described the Daytona as 'the daddy of the cars on the HPC... with its high polar movement and excellent traction it was the perfect road-vehicle... I often achieved its maximum speed of 174mph on the motorways of Holland and Germany'.

In December 1972, Maranello Concessionaires sold the Ferrari to Mr John Lloyd of Hyde Park Gate, London SW7. Mr Lloyd's ownership generated a considerable amount of invoices and correspondence between him and Maranello Concessionaires. He clearly found the experience a bit of a trial, but by the time '13435' was sold the next owner in 1974, it was said to be performing 'extremely well'. Its purchaser was Mr William M French of New South Wales, Australia, who would keep the Ferrari as part of his private collection for the next 39 years.

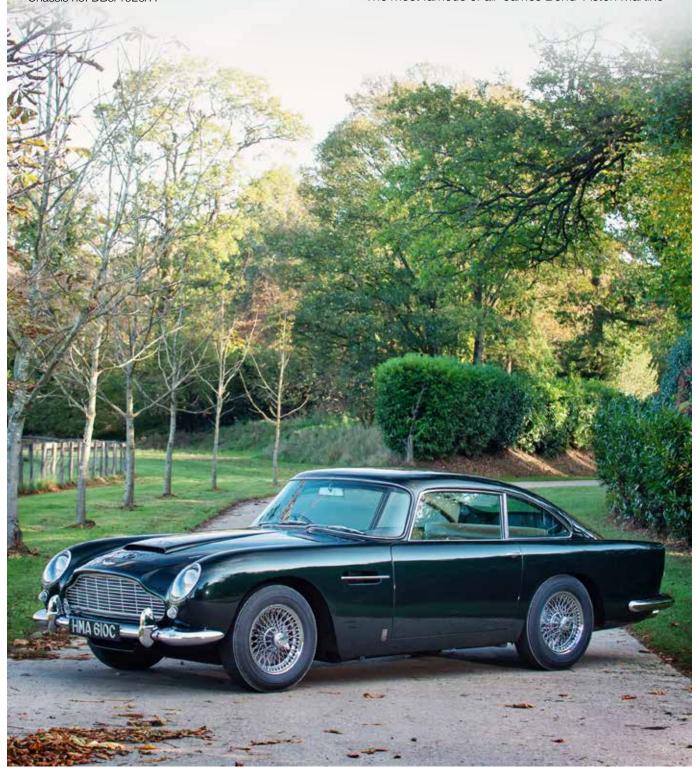
Repatriated to the UK in 2013, the Daytona was sold to margue specialist, Joe Macari, who serviced the car and obtained Ferrari Classiche certification for it in 2013, confirming that '13435' retains its original engine and gearbox. The history file contains paperwork detailing the original order; specification and build details; purchase invoices; and records of service work carried out during BSM's ownership. MoT'd and offered with a V5C registration document, '13435' represents a wonderful opportunity to own a rare original right-hand drive example of the defining sports car of its generation.

£520,000 - 580,000 €600,000 - 670,000 25

# 1964 ASTON MARTIN DB5 4.2-LITRE **SPORTS SALOON**

Registration no. HMA 610C Chassis no. DB5/1926/R

- One owner from 1964 to circa 1996
- ZF five-speed gearbox
- Recent repaint in original colour
- Original interior
- The most famous of all 'James Bond' Aston Martins





'Like all classic GT cars, it combines enormous speed and comfort and the more you put into your driving, the more the car returns for your entertainment. And the DB5 really is entertaining to anyone who can exploit its outstanding performance, handling and brakes. It will also carry four people (just) and a fair amount of luggage so the merits of family transport (if need be) have not entirely been sacrificed to speed and elegant looks.' - Motor, 6th February 1963.

Aston Martin's post-war evolution took a giant step forward with the launch of the DB4 in 1958. Classically proportioned, the Touringdesigned body established an instantly recognisable look that would stand the marque in good stead until 1970. The engine was still an allalloy, twin-overhead-camshaft, six but the old W O Bentley supervised 3.0-litre unit had been superseded by a new design by Tadek Marek. The new 3,670cc engine featured 'square' bore and stroke dimensions of 92mm, and developed its maximum power of 240bhp at 5,500rpm. The David Brown gearbox was a new four-speed all-synchromesh unit. Touring's Superleggera body construction, which employed a lightweight tubular structure to support the aluminium-alloy body panels, was deemed incompatible with the DB2/4-type multi-tubular spaceframe, so engineer Harold Beach drew up an immensely strong platform type chassis. The DB2/4's trailing-link independent front suspension gave way to unequal-length wishbones while at the rear the DB4 sported a live axle located by a Watts linkage instead of its predecessor's Panhard rod.

Five series were built as the model gradually metamorphosed into the DB5. Introduced in July 1963, the Aston Martin DB5 boasted a 4.0-litre engine, this enlarged unit having been seen first in the Lagonda Rapide of 1961. Equipped with three SU carburettors, the '400' engine produced 282bhp at 5,500rpm and was mated to a four-speed/overdrive gearbox, a 'proper' ZF five-speed unit being standardised later.





For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.







The DB5's distinctive cowled headlamps had first appeared on the DB4GT and the newcomer was the same size as the lengthened. Series V DB4. Outwardly there was little to distinguish the DB5 from the last of the DB4s apart from twin fuel filler caps, though these had already appeared on some cars. Beneath the skin however, there were numerous improvements including alternator electrics, Girling disc brakes instead of Dunlops, Sundym glass, electric windows and an oil pressure gauge as standard equipment. 1,021 DB5s were manufactured between July 1963 and September 1965, a total that included 123 convertibles and 12 shooting brakes.

Its accompanying BMIHT Certificate reveals that '1926/R' was manufactured on 22nd December 1964 and retailed via J Blake & Company, Liverpool. Its original colour scheme was Goodwood Green with beige trim, the same as it is today. Factory fitted equipment included chrome wheels, heated rear window, Motorola radio, powered aerial, and two Britax safety belts. According to the guarantee form, the Aston's first owner was one L J Grundon Esq (of Pylon Farm, Harefield, Middlesex). A letter on file dated May 1996 from Mr Grundon's son reveals that his father kept the Aston for some 30 years until his death, and states that from the late 1970s onwards the car was used less frequently partly due to his father's advancing years.

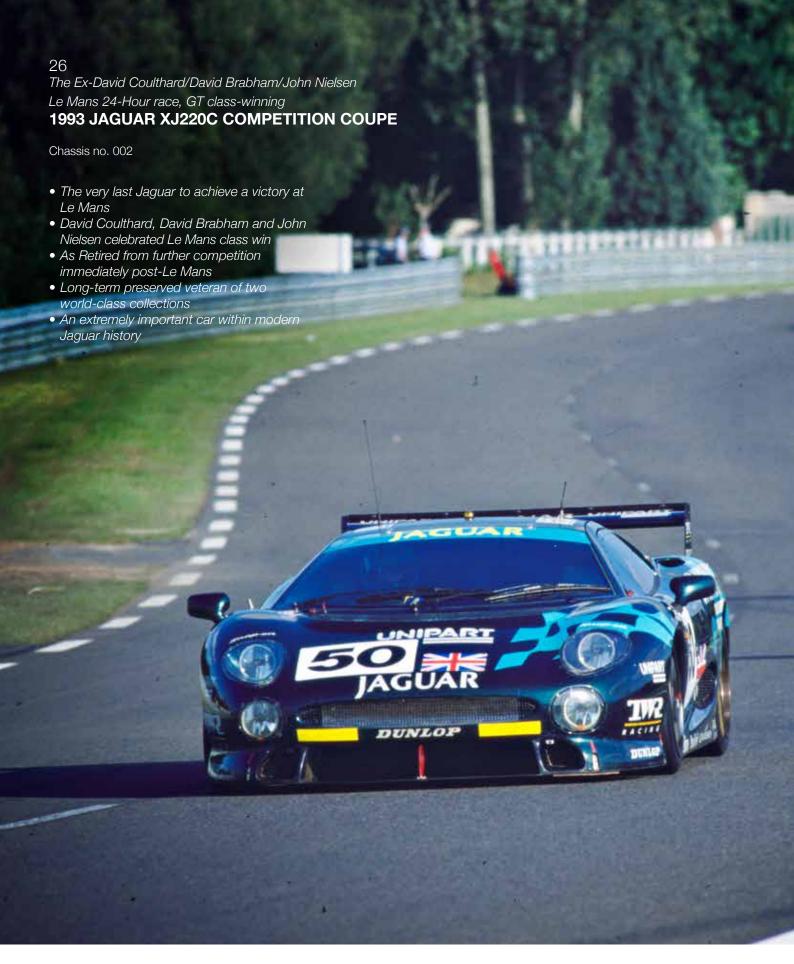
Sold in 1996, the DB5 has been maintained by Aston Martin Lagonda and margue specialists Ian Mason and Nicholas Mee on behalf of subsequent owners, as evidenced by numerous invoices on file.

Over the last 20 years the car has benefited from extensive mechanical restoration, which included rebuilding the original engine to 4.2-litre 'unleaded' specification; various suspension upgrades; braking system overhaul; and sundry other maintenance works, while all the time preserving its originality. More recently it has been repainted in its original exterior colour by classic-car restoration specialists, Thames Valley Repairs Limited, at a cost of over £12,000 (bills on file).

Retaining the original interior, its owner states 'the Aston is in superb driving condition and a delight in every respect'. The extensive history file contains correspondence from its owners; numerous invoices for works carried out over the years; previous MoTs; and the aforementioned BMIHT Certificate.

Aston Martin's association with the James Bond movie franchise commenced with the DB5, which has enjoyed an exalted status and continuing high demand ever since. Exceptional examples such as this one are rarely offered for sale.

£640,000 - 680,000 €730,000 - 780,000





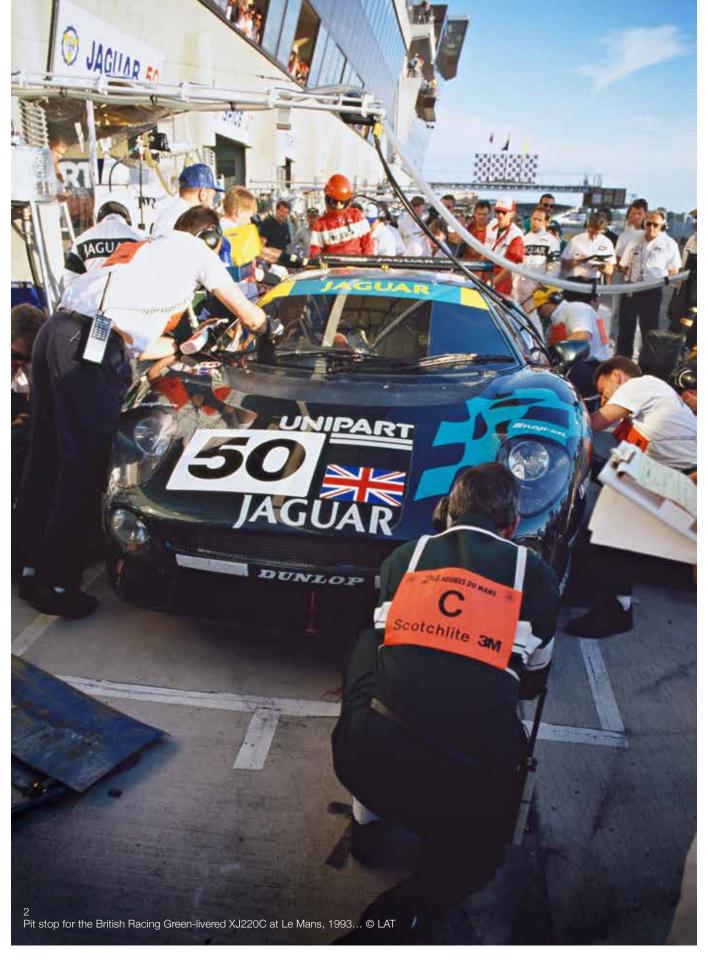
Here we are delighted to offer not just a Jaguar XJ220 'Supercar' but the unique ex-Tom Walkinshaw Racing team Jaguar XJ220C 'Lightweight' which carried its outstanding driver trio to the victory podium at the 1993 Le Mans 24-Hour race – as winners of the GT class there.

Only four examples of the XJ220 Competition model were prepared to FIA/IMSA Le Mans specifications in 1993. The TWR quasi-works team despatched two of these new cars to the Le Mans Test Dav in May that year, in preparation for the race late the following month, with assigned drivers David Brabham, Armin Hahne, Andreas Fuchs and Jay Cochran on hand to drive them. Triple-Formula 1 World Champion Driver Sir Jack Brabham's son David did the lion's share of the work on that Test Day, expressing considerable optimism that the cars would prove fully competitive come the race on June 19-20th. Driver Jay Cochran was credited with the fastest XJ220C test time - his lap in 4mins 16.520secs being 13th guickest overall behind inherently faster Category 1 and Category 2 cars such as the factory Peugeot 905B, Toyota TS010s, Porsche 962s and Courage C30LMs - all forerunners of what would become the now familiar - and legendary - Le Mans Prototype (LMP) cars. Only one GT entry lapped faster than these new Jaguar XJ220C Coupes, and that was the very special works Porsche 911 Turbo S LM of Hans-Joachim Stuck...

Despite spending most of its Test Day time exploring potential set-ups for the race, the TWR XJ220C sister car to Cochrane's, co-driven by David Brabham, Armin Hahne and Andreas Fuchs set a best time only 0.4sec slower than the American so these two brand-new Jaquar Le Mans entries had proved themselves the 2nd and 3rd fastest GT cars there overall.

In fact the first prototype XJ220C 'Lightweight' competition version of the new 'Supercar' model had made its public debut at the 'Autosport' Racing Car Show in Birmingham in January that year. Finished in vibrant yellow livery the new car made extensive use of redesigned fullydetachable nose and tail body panels moulded in carbon composite material in place of the standard XJ220 design's fixed aluminium coachwork. The XJ220C's doors and wider monocogue sills were also in lightweight carbon composite as were the dashboard, transmission tunnel and instrument binnacle. In addition this Competition version - with its spartan racing-orientated cockpit, featured a Kevlar seat, uprated 4-cam twin-turbocharged V6-cylinder race-tuned engine and racing transmission, brakes and electronics. New wheels and tyres were specified while the suspension was modified both in its geometry and with different new uprights both front and rear to enhance brake cooling with the larger discs and calipers being deployed. The XJ220C used a larger radiator than the road-going model to cool its uprated engine more adequately, and the car's lubrication system featured an oil-to-liquid coolant heat exchanger in place of the standard oil/air cooler system.













The new competition car was tested initially at Silverstone and Bruntingthorpe before TWR made its first entry of the model in the inaugural International GT Series event at Silverstone thatn May. TWR's lead driver Win Percy qualified the now blue-liveried new car on pole position, and comfortably won this debut race.

Meanwhile normal production XJ220 Coupes had also been given their racing debuts by enthusiastic private owners. As early as March that year in the Italian GT Championship, Vincenzo Bianchi had finished second overall behind a lone Ferrari F40 at Monza, while at Magione, in April, Paolo Cutrera drove his XJ220 home fifth, before winning outright at Vallelunga in May, when he led no fewer than five Ferraris - four of them F40s - to the chequered flag. At Misano, Cutrera finished third and Bianchi fifth, then third again at Mugello, second at Pergusa and in the Binetto event, fifth at Varano, and third yet again at Imola before rounding off the series with fourth back at Mugello.

Meanwhile the TWR organisation prepared their quasi-works Jaguar XJ220C team of three Coupes for the prestigious Le Mans 24-Hour Grand Prix d'Endurance. Their driver teams were to be the experienced Dane John Nielsen/David Brabham/David Coulthard in the lead chassis '002' No 50 car as now offered here. Win Percy/Armin Hahne/David Leslie shared chassis '001' No 51, and Paul Belmondo/Jay Cochran/ Andreas Fuchs chassis '003' No 52.

However, during testing the organising ACO club's Chief Steward Alain Bertaut had noticed that the XJ220Cs were running without the catalytic converters that were fitted to the standard road-going models. He regarded this as an infringement of the Technical regulations, believing that such catalytic converters if specified for the base model should also be retained for competition.

The Jaquar XJ220Cs had, however, been built to comply with the American IMSA governing body's International GT class rules which were also understood to accepted by the ACO - thus rendering the cars compatible with racing regulation on both sides of the Atlantic. No other Le Mans entries were running catalytic converters in their race-tuned forms, and Tom Walkinshaw debated the point hotly with M. Bertaut. IMSA technical head Amos Johnson took TWR's side in this dispute, and M. Bertaut finally allowed the new XJ220C cars to compete in the June 24-Hour race, but only under appeal. A pre-existing atmosphere of animosity between Tom Walkinshaw and Alain Bertaut - who was on extremely amicable terms with several other long-term British entrants did not help...

While the great race's entry was headed by three works Peugeots, five works and private Toyotas and five Porsche 962s, the GT class saw these TWR Jaguar XJ220Cs confronting seven Porsche Carrera RSRs, four Carrera 2s and the factory-backed Turbo S LM, plus five Venturi 500LMs, two Lotus Esprit Turbos and a lone fragile Ferrari.









The XJ220Cs ran with engine restrictors limiting their V6 power output to 'only' 500-horsepower. In pre-race practice H-J Stuck set fastest GT time in the Porsche 911S LM at 4:06.51 while David Brabham's best was 4:07.88 for the Jaguars. He set his time despite his car having toppled from its jacks during Wednesday practice and trapping his foot. He remained in pain for the rest of the weekend, being provided with a pack of frozen peas labeled 'Do not eat - for David's foot'.

Meanwhile, Andreas Fuchs crashed the third team car on Wednesday evening, under braking for the first Mulsanne Straight chicane. The damage was repaired in time to start the great race, but after only six laps TWR lost the first of its 220C cars when the No 51 Percy/Hahne/Leslie car suffered a head gasket failure and boiled into early retirement. Stuck initially led the GT contenders before his Porsche's throttle jammed in the second hour. After the Porsche had lost five laps, it was crashed by co-driver Walter Rohrl who rammed a backmarker under braking – again at that first Mulsanne chicane.

The surviving pair of Jaguar XJ220C Coupes then ran first and second in the GT class - the car now offered - No 50 - leading from its sister No 52. However, during the night David Brabham smelled fuel fumes in the cabin of his leading Jaguar, and they were getting worse. Feeling faint, gasping for clean air, the young Australian brought the car into the pits at around 2:55am, and the investigating TWR mechanics found that its fuel tank had split and sprung a leak. David was asked to complete another steady lap while a fix was prepared. His response was classically hard-bitten Aussie.

TWR's finest were told to go forth and multiply... No way would he return to driving the car until that leak had been sealed and free-flowing fuel on the cabin floor sponged dry.

This delay cost the car its class lead, which was inherited by the sister No 52. However, Andreas Fuchs subsequently had a tyre explode, surviving a full 360-degree high-speed spin on the Mulsanne Straight. He limped the car back to the pits with only minor body damage but the engine was overheating, and after completing 176 laps the stricken car had to be retired.

With the remaining Porsche challenge gasping in the sole surviving Jaguar XJ220C's wake, Nielsen/Brabham/Coulthard emerged two laps ahead of their nearest class rival, the 3.8 Porsche Carrera RSR of Barth/ Gouhier/Dupuy. TWR's Danish/Australian/Scottish driver trio finally brought this green-liveried beauty home in 15th place overall after the full 24 hours, headed only by the victorious 1-2-3 trio of works Peugeot 905C prototype Coupes, two quartets of Toyota and Porsche prototypes, and two Porsche-powered Courages. David Brabham's older brother Geoff Brabham co-drove the outright race-winning Peugeot, and Sir Jack was present to see his sons celebrate not only victory overall, but also for this now classical Jaquar in the GT class.

Future Formula 1 star driver for Williams, McLaren and Red Bull Racing, David Coulthard, having contested his first - and only - Le Mans 24-Hour race, confessed that: "Before I came here I had the usual single-seater attitude, that they are the best and that's where the world is, but my eyes have been opened. I underestimated just how difficult Le Mans is. I've now got a lot more respect for all the guys who race here...".



However, post-race – and post-celebration – the ACO ruled that TWR's pending appeal had not been submitted in time to the Federation Francais du Sport (FFSA) as required. Therefore the appeal was shelved, and Jaguar XJ220C chassis '002's GT class win was ruled invalid, the car and its crew were disqualified, and so Porsche inherited yet another Le Mans GT class victory.

After Le Mans, this handsome XJ220C Le Mans Coupe was retired briefly to the TWR Museum collection before being sold to the Sultan of Brunei. It was then acquired by William Loughran in August 1999 and after another brief intermediate ownership was acquired by the present vendor.

In Millennium Year it was loaned to Jaguar as part of their travelling Jaguar Heritage Display which proved such a great attraction at numerous highprofile venues. David Brabham himself was reunited with it in the 2011 Goodwood Festival of Speed, and it remains a worthy successor to the long line of Jaguar cars which have achieved victory - however transient that might have proved - at Le Mans. Here is a modern-era enduranceracing Le Mans Jaguar of enduring quality, and one with an intriguing story to tell. We recommend this historic Jaguar for any serious collector of the marque, and most particularly for those wanting a part of the Jaguar legend at Le Mans.

£2,200,000 - 2,800,000 €2,500,000 - 3,200,000



Although subsequently disqualified as much for political reasons as technical, the XJ220C's driver team of John Nielsen, David Coulthard and David Brabham have always had their podium celebrations to remember.











'The 599 GTO is one of the absolute finest track cars ever made. That it delivers some tactile qualities on the road - plus it's very habitable, make it a supreme all-rounder. 'What is also evident is the GTO pulls as hard in fifth as a 911 does in third.' - Autocar.

Announced in April 2010, the 599 GTO was only the third Ferrari to carry the evocative 'Gran Turismo Omologato' designation, the others being the 250 GTO and 288 GTO. A road-going version of the track-only 599 XX, the latest GTO came with 671bhp on tap and weighed almost 100kg less than the standard 599 GTB, a combination that delivered a 0-100km/h time of less than 3.3 seconds and a top speed in excess of 335km/h (208mph). Front-engined, the 599 GTO was the fastest road-going Ferrari at the time of its introduction, proving capable of lapping the Italian firm's Fiorano test track almost a second quicker than the mid-engined Enzo.

The increase in engine output - some 59 horsepower more than the 500 GTB - had been achieved in part by reducing the engine's internal friction, plus an increase in compression ratio and redesigned intake and exhaust arrangements. Despite this, the GTO was still able to meet Euro 5 emissions standards and, unlike the 599 XX, could be looked after by any Ferrari dealer.

The transmission too had come in for revision, shifting more quickly than that of the GTB, while second-generation magnetorheological dampers and the latest traction control system all made for quicker lap times, as did the reduction in weight.

Contributing to the latter was a hydro-formed exhaust manifold, thinner windows, an aluminium boot lid, and forged alloy wheels; while inside the cabin, carpeting was replaced by rubber mats and carbon fibre seats installed. Carbon ceramic disc brakes were employed all round, gripped for the first time by carbon pads. GTO production was limited to only 599 cars, which were reserved exclusively for Ferrari's most favoured customers.

Representing a rare opportunity to acquire a low-mileage, right-hand drive, UK-market example, chassis number '181050' was delivered on 28th June 2011 and has covered only 3,600 miles from new. Presented in immaculate condition, it is finished in Rosso Corsa with Nero roof and Grigio alloy wheels, just like the launch cars. The interior is equipped with an Alcantara-trimmed roll cage and four-point safety harnesses, and is upholstered in beige leather with black inserts. The accompanying service booklet records four visits to main dealers for routine servicing, the most recent occasion being in January 2018 at 3,492 miles.

Ferrari pulled off a rare trick with the 599 GTO, creating a truly versatile car that is as exciting on the racetrack as it is civilised on the road. There can be little doubt that this modern icon will be a collectible future classic, and few would disagree with Autocar's conclusion: 'This is a genuine landmark car for Ferrari... a bona fide addition to the GTO family, make no mistake'.

£450,000 - 550,000 €520,000 - 630,000

# 28 N

Formerly owned by Count Albrecht Graf von Goertz, designer of the BMW 507

# 1958 BMW 507 3.2-LITRE SERIES II ROADSTER

Registration no. not UK registered

- One of only 252 built
- Automotive design icon
- Restored in the 1990s
- Eligible for numerous prestigious events including the Tour Auto





Very few, if any, enthusiasts are aware that Count Albrecht Graf von Goertz, designer of the BMW 507, actually owned one himself having purchased this example circa 1971.

During the 1950s, car designers on both sides of the Atlantic produced some of the all-time greats of automotive styling, none of them more classically beautiful than the sublime BMW 507. Indeed, a measure of the 507's iconic significance may be discerned from BMW's 're-introduction' of the model, after a gap of 40 years, in the form of the Z8 roadster. In an age when it has become de rigeur for heritageconscious motor manufacturers to incorporate styling cues from landmark models into their latest offerings, few have ventured as far as BMW in paying homage to a recognised classic.

Transatlantic in inspiration - aimed at the United States market, styled by a New York-domiciled German ex-patriot and built in Germany - the 507 reflected North American taste yet was unmistakably European in origin. The 507 saga began in 1954, when Austrian-born entrepreneur Max Hoffman, at that time the US importer of various European makes, convinced BMW that if they built a sports car to rival Mercedes-Benz's successful 300 SL, he could sell sufficient in the 'States to make the project viable.

Hoffman knew just the man to style the car too: German émigré Count Albrecht Graf von Goertz, an independent industrial designer who since his arrival in the USA in 1936 had worked for the legendary Raymond Loewy on the latter's trend-setting Studebakers. Designer of everything from fountain pens to furniture, Goertz had never before styled an entire car, and post-507 would not work for BMW again until the 1980s.

The fundamental elements of BMW's proposed new sports car already existed in the 502 saloon, most notably its 3.2-litre, all-aluminium V8 engine, which was installed in a shortened chassis for the 507. Mechanical design was handled by BMW stalwarts Fritz Fiedler and Alex von Falkenhausen, with Goertz shuttling back and forth between the USA and Germany to oversee production of the full-size clay model. The robust nature of the 502-based chassis necessitated the use of aluminium for the 507's bodywork in the interest of weight saving, the finished car tipping the scales at around 1,280kg. With 150bhp on tap, production cars being capable of around 200km/h (125mph), with 100km/h (62mph) coming up in 11 seconds. For relaxed cruising though, the 507 had few peers, its state-of-the-art V8 engine delivering ample torque over a wide rev range.



Although the prototype displayed at the 1955 Frankfurt Auto Show met with critical acclaim, the 507's reception at its New York debut two months earlier had been disappointing. BMW had missed Hoffman's \$5,000 price target by a wide margin, the 507's initial US selling price being set at \$9,000, more than double the cost of a Ford Thunderbird or Chevrolet Corvette. In the UK, one could buy two Jaguar XK150s for the price of a single 507. Even Mercedes-Benz's 300 SL Coupé was cheaper, though the Stuttgart firm was sufficiently impressed (worried?) by the 507 to introduce a direct competitor in the form of the 300 SL Roadster.

Production proper of the 507 did not begin until 1956, the first series being built until June 1957 when the design was revised in detail. Improvements were mainly concentrated on the interior, which gained a deeper dashboard, a greater range of fore-and-aft seat adjustment, and a rear parcel shelf. There was, almost inevitably, an increase in price that only served to place the 507 even further beyond the reach of ordinary mortals. For those who could afford style at any price however, BMW's svelte roadster was the car to be seen in; pop idol Elvis Presley, motorcycling and Formula 1 World Champion John Surtees, film stars Alain Delon and Ursula Andress, skiing champion Toni Sailer, Prince Rainer of Monaco and the Aga Khan all being owners at one time or another.

Nevertheless, such a limited clientele, however exclusive, could not sustain the 507 in production, which ceased in December 1959 after only 252 cars had been sold.

Glamorous and ultra-rare, this beautiful Series II example was delivered new on 27th January 1958 to the BMW agent, Wolfgang Denzel in Vienna, Austria, as confirmed by a letter from BMW Group Classic which may be found within the accompanying engineer's valuation report (see below). On 10th February 1958 the BMW was registered to Kommerzienrat Fritz Quester, Vienna (see copies of documents on file). The original exterior colour was silver-grey. No records exist for the succeeding decade or so.

By mid-June 1971, the BMW was owned by no less a person than its designer, Count Albrecht Graf von Goertz, as recorded in documents issued by the Customs Office, Koblenz on 16th June '71. Not long after its acquisition (in August 1972) the car was fitted with a replacement engine by Autohaus Martini, as evidenced by their letter to one Klaus Schubert of Berlin, acting for Goertz. BMW's guarantee for the new engine is on file also.







The next owner (from 15th May 1985) is documented, the last licensing stamp in the relevant Fahrzeugbrief being dated October 1990. It is understood that the BMW was then extensively restored in the 1990s before passing on 19th April 2000 to a new owner. The car currently belongs to a private collection in Germany. The aforementioned documents, and others, may be found in the accompanying 86-page illustrated valuation report compiled by Dipl.-Ing. Klaus Kukuk, dated 26th October 2018, which also contains photographs of Albrecht Graf von Goertz inspecting his former car (perusal recommended).

Described by the vendor as in good, restored condition, '70100' represents a rare opportunity to own one of these exclusive BMW sports cars - rarer than a Mercedes-Benz 300 SL - with classic German styling and reflecting the impressive sporting pedigree of the Bavarian marque, plus the added unique cachet of having been owned by its famous designer.

£2,100,000 - 2,200,000 €2,400,000 - 2,500,000













'The specification has been designed to make our Phantom VI the "Showpiece" of our demonstration fleet, and also to promote those extras that MPW are keen to sell.' - Rolls-Royce Motors.

With development of its dependable six-cylinder engine nearing an end and facing competition from faster rivals in the United States market, Rolls-Royce turned to V8 power as the 1960s approached. Introduced in the autumn of 1959, the new 6,230cc all-alloy engine graced the Rolls-Royce Silver Cloud II and Bentley S2 as well as the Rolls-Royce Phantom V. Introduced at the same time, Rolls-Royce's new limousine model, the long-wheelbase Phantom V, effectively replaced both the royalty/heads of state-only Phantom IV and the Silver Wraith. Built on a much modified and strengthened Silver Cloud II chassis, the new Phantom measured over 6 metres (19' 6") in length and enabled coachbuilders to combine the desirable qualities of spacious interior accommodation with generous boot space and graceful lines. A lower final drive ratio ensured that, while top speed was a little down on that of its stable-mates, though still in excess of 100mph, the new Phantom could all but match them for acceleration.

Rolls-Royce's in-house coachbuilder Park Ward Limited produced what was in effect the 'standard' seven-passenger limousine coachwork for the Phantom V.

The usual upholstery for the front compartment was leather, which was also included in the list of alternatives for the rear together with West of England cloth. As one would expect in a car of this class, a cocktail cabinet was often incorporated into the rear compartment, while electric windows and air conditioning were among the other options.

Park Ward's design remained substantially unaltered until the introduction of the Silver Cloud III and Bentley S3 in the autumn of 1962 when it was revised to incorporate the new models' four-headlamp lighting arrangement and a completely new above-waistline treatment. Now built by the combined firm of H J Mulliner, Park Ward Ltd, the car lived on into the 1990s as the Phantom VI, its passing in 1992 marking the final demise of the separate-chassis Rolls-Royce.

The last word in motoring luxury in its day, Phantom VI chassis number 'PGH 116' was built by Rolls-Royce to serve as the flagship of its demonstration fleet and as such incorporates a host of 'extras' in addition to the already generous standard specification. Dated 22nd November 1978, a (copy) factory document on file lists the full specification. This car has remained in factory ownership from new and loaned to the Royal Household on several occasions.

£250,000 - 300,000 €290,000 - 340,000



'From a collaboration that stretches back over five decades, the creation of Vanguish Zagato once again paired Aston Martin's acclaimed dynamic and material qualities with the prestigious Italian design-house Zagato, showcasing the very best of Aston Martin's spectacular sporting ability and bespoke luxury.' - Aston Martin.

Unveiled to great acclaim at the prestigious Concorso d'Eleganza Villa d'Este at Lake Como, Italy in May 2016, the limited series Vanquish Zagato is the latest creation resulting from Aston Martin's long-standing partnership with the prestigious Italian styling house, Carrozzeria Zagato.

The original Vanquish had debuted at the Geneva Auto Show in March 2001 with deliveries commencing a few months later. Styled by lan Callum, the man responsible for the DB7, the V12-engined Vanguish took over from the Vantage V8, the Newport Pagnell factory undergoing an extensive multi-million pound refurbishment to accommodate it.

For the successor, '2nd Generation' Vanquish, production shifted to Aston Martin's new factory at Gaydon, from whence deliveries commenced in 2012. Developed from the Project AM310 concept car, the Vanquish utilised a new lighter chassis employing more carbon fibre than the existing DBS platform, as well as having all-carbon fibre bodywork. The exterior styling had evolved from that of the DBS, with styling cues such as the elongated side strakes clearly inspired by the

exclusive, limited edition One-77, while the boot lid featured an integral rear spoiler. The One-77's influence also extended to the interior, which boasted hand-stitched leather and Alcantara.

Beneath the bonnet there was an upgraded version of Aston Martin's flagship AM11 V12 engine producing 565bhp and 457lb/ft of torque, while the transmission was an 'Touchtronic II' six-speed paddle-shift automatic. In August 2014 Aston Martin announced an improved specification for the Vanquish, which included an eight-speed 'Touchtronic III' gearbox and an AM29 6.0-litre V12 engine producing 568 horsepower. Top speed increased to 201mph and the 0-60mph time - aided by launch control - dipped to 3.6 seconds.

Keeping all this in check were ventilated carbon ceramic discs all round, gripped by six-piston callipers at the front and four-piston units at the rear. Suspension was by double wishbones front and rear, controlled by a three-way-adjustable adaptive damping system offering Normal, Sport, and Track modes.

Built initially as either a two-seater or 2+2 coupé, the Vanguish also became available in 2013 as a Volante convertible. In November 2016, Aston Martin announced the new Vanguish S, which came with an uprated engine and a new aerodynamic package. A Volante convertible version became available in 2017, coincidentally with the arrival of the Vanguish Zagato coupé.







A Zagato trademark since the 1950s, the latter's iconic 'double-bubble' roof is instantly recognisable, while the new bodywork is entirely shaped from carbon fibre. Powered by the AM29 V12 engine producing 580bhp, the Vanquish Zagato can deliver a projected 0-100km/h (0-62mph) time of 3.5 seconds on its way to a top speed in excess of 200mph. According to Aston Martin: 'This performance, matched with its unique suspension setup, creates a unique driving experience to stir the senses.'

One of only 99 made, this Vanquish Zagato was registered in May 2017 and is finished in Ming Blue with duo-tone Ivory/Aurora Blue interior trim. Fitted options include the following:

Alarm upgrade - volumetric and tilt sensors 2+2 seating Side strake - bright 'Q' special exterior paint 15-spoke Zagato satin black DT wheels Black side window surround Contemporary leather colours Contemporary leather colour headlining Fine match stitching

Contemporary carpet colour Colour keyed carpet binding Fascia Trim - full length herringbone Colour keyed contemporary leather steering wheel Sports seats - Isofix Heated front seats Seatbelts - warm charcoal Black textured tailpipe finisher Brake callipers - black Polished aluminium fuel filler cap Garage door opener with auto dim mirror

Representing a wonderful opportunity to acquire what, in its maker's own words is 'a truly exclusive and highly prized GT that promises to be as iconic an Aston Martin as it is sought after', this beautiful British supercar comes complete with all books/tools, a V5C Registration Certificate, and its original factory purchase pack.

£550,000 - 650,000 €630,000 - 750,000



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\* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide



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# Fine Jewellery

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## VIEWING

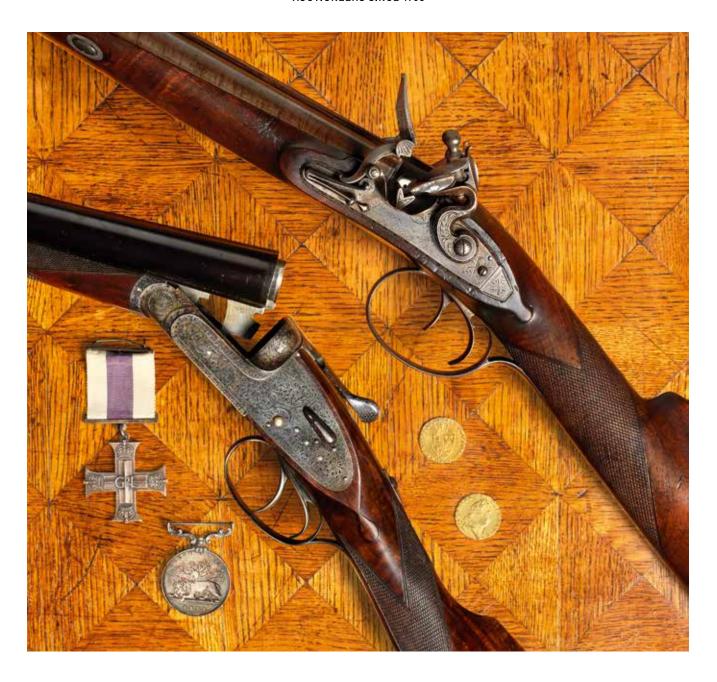
New York 16-19 November London 8-11 December The auction will feature the complete archive of Oscar® winning costume designer John Mollo. The auction will include personal concept sketches and designs spanning his career for productions including; Star Wars, Alien, Gandhi and Chaplin.

Estimates from £300 to £100,000 \*

<sup>\*</sup> For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

# Bonhams

**AUCTIONEERS SINCE 1793** 



# 2019 Sale Dates

## **ANTIQUE ARMS & ARMOUR**

22 May 2019 27 November 2019

# **ENQUIRIES**

+44 (0) 20 7393 3807 david.williams@bonhams.com

## MODERN SPORTING GUNS

23 May 2019 28 November 2019

# **ENQUIRIES**

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# **COINS & MEDALS**

12 June 2019 13 November 2019

# **ENQUIRIES**

+44 (0) 20 7393 3914 john.millensted@bonhams.com

# 2019 SALES

The Scottsdale Auction, US | 17 January The Las Vegas Motorcycle Auction, US | 24 January The Grand Palais Sale, France | 07 February The Amelia Island Auction, US | 07 March Goodwood Members Meeting Sale, UK | 07 April The Spring Stafford Sale, UK | 27-28 April The Aston Martin Sale, UK | 19 May Greenwich Concours, US | 02 June The Chantilly Sale, France | 30 June Goodwood Festival of Speed Sale, UK | 05 July The Quail Lodge Auction, US | 16 August The Beaulieu Sale, UK | 07 September Goodwood Revival Sale, UK | 14 September The Zoute Sale, Belgium | 11 October The Simeone Sale, US | October The Autumn Stafford Sale, UK | 12-13 October The Padova Sale, Italy | 26 October The Veteran Car Run Sale, UK | 01 November The Bond Street Sale, UK | December The Olympia Sale, UK | December





13/14 APR	ROUND 1	SILVERSTONE
18 MAY	ROUND 2	OULTON PARK
29 JUNE	ROUND 3	DONINGTON PARK
27 JULY	ROUND 4	CADWELL PARK
24 AUG	ROUND 5	BRANDS HATCH
21 SEPT	FNDLIRANCE RACE	SNETTERTON

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19 APRIL	ROUND 1	<b>CURBOROUGH SPEED TRIALS</b>
12 MAY	ROUND 2	WISCOMBE PARK HILL CLIMB
1 JUNE	ROUND 3	HAREWOOD HILL CLIMB
15 JUNE	ROUND 4	BROOKLANDS SPRINT
7 JULY	ROUND 5	SHELSLEY WALSH HILL CLIMB
3/4 AUG	ROUND 6	PRESCOTT SPEED HILL CLIMB
7 SEPT	ROUND 7	LOTON PARK HILL CLIMB
8 SEPT	ROUND 8	LOTON PARK HILL CLIMB
28 SEPT	ROUND 9	PRESCOTT LONG COURSE

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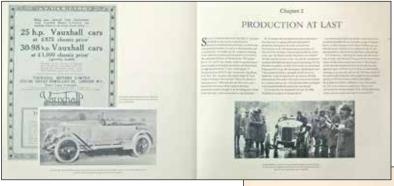
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AUCTIONEERS SINCE 1793

#### **NOTICE TO BIDDERS**

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

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

#### 1. OUR ROLE

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

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

#### 2. LOTS

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### **Estimates**

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

#### **Condition Reports**

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

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

#### **Alterations**

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

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

#### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a l ot 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 Buver'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 Buver on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buver. This is our Buver's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/ or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

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

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

(a) Motor Cars and Motorcycles 15% on the first £500,000 of the *Hammer Price* 12% from £500,001 of the *Hammer Price* 

### (b) Automobilia

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).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

#### 8. VAT

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

The following symbols, 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 Buver'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  $\Sigma$ 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) Wildliffe 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 10 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 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 '\$58' 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

### **Estimated Weights**

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

### Signatures

### 1. A diamond brooch, by Kutchinsky

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

### 2. A diamond brooch, signed Kutchinsky

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

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

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

### 20. PHOTOGRAPHS

### **Explanation of Catalogue Terms**

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

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

### 21. PICTURES

### **Explanation of Catalogue Terms**

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

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

### 22. PORCELAIN AND GLASS

### **Damage and Restoration**

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

### 23. VEHICLES

### The Veteran Car Club of Great Britain

### **Dating Plates and Certificates**

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

### 24. WINE

 ${\it Lots}$  which are lying under Bond and those liable to  ${\it VAT}$  may not be available for immediate collection.

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

Wines lying in Bond are marked  $\Delta$ . 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

LIK United Kingdom bettled

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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, \*, G,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

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

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

### 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. 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

4.2

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.
- 62 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.
- You will be wholly responsible for any removal, storage or other charges or Expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, Expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

### FAILURE TO PAY FOR THE LOT

8

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract:
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his

behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

### 9 THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale:
  - 3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise.
- in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

### 10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the Contract for Sale

The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

10.2

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the Contract for Sale.
- 0.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 11 GOVERNING LAW

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

### APPENDIX 2

### **BUYER'S AGREEMENT**

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

### 1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller.
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in

writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the 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 [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 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.
- You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

### 5 STORING THE LOT

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

### RESPONSIBILITY FOR THE LOT

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

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

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

- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

### 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

### 9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

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

### 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 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.
- 11.3 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.

- 11.4 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.
- 11.5 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.
- 11.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 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.
- 11.12 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.

### 12 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).

"Austronous" the representative of Bonhams conduction the

"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, Buver's Agreement and Definitions and Glossary.

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

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

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

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

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

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

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

- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer. "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.
- "Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".
- "Specialist Examination" a visual examination of a Lot by a specialist on the Lot.

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

### GLOSSARY

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

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

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

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- In a contract of sale, other than one to which subsection
   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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(Attendee / Absentee / Online / Telephone Bidding)
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Paddle number (for office use only)			



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may also be asked to provide a bank reference.		
If successful I will collect the purchases myself		
Please arrange shippers to contact me with a quote and I agree that you may pass them		

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Sale no. 24880	Sale venue: 101 New Bond Street, London

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Title

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