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Modern British and Irish Art

Montpelier Street, London | 19 March 2019



Modern British and Irish Art

Montpelier Street, London | Tuesday 19 March 2019, at 1pm

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Front Cover: Lot 169
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Inside Front Cover: Lots 182, 168
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Frontispiece (Pg 3): 2

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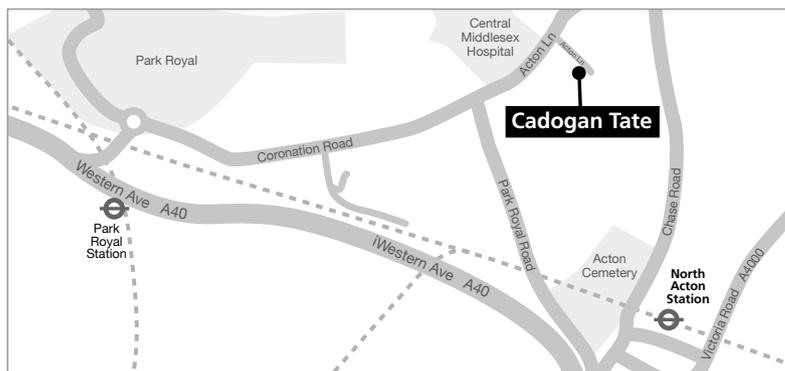
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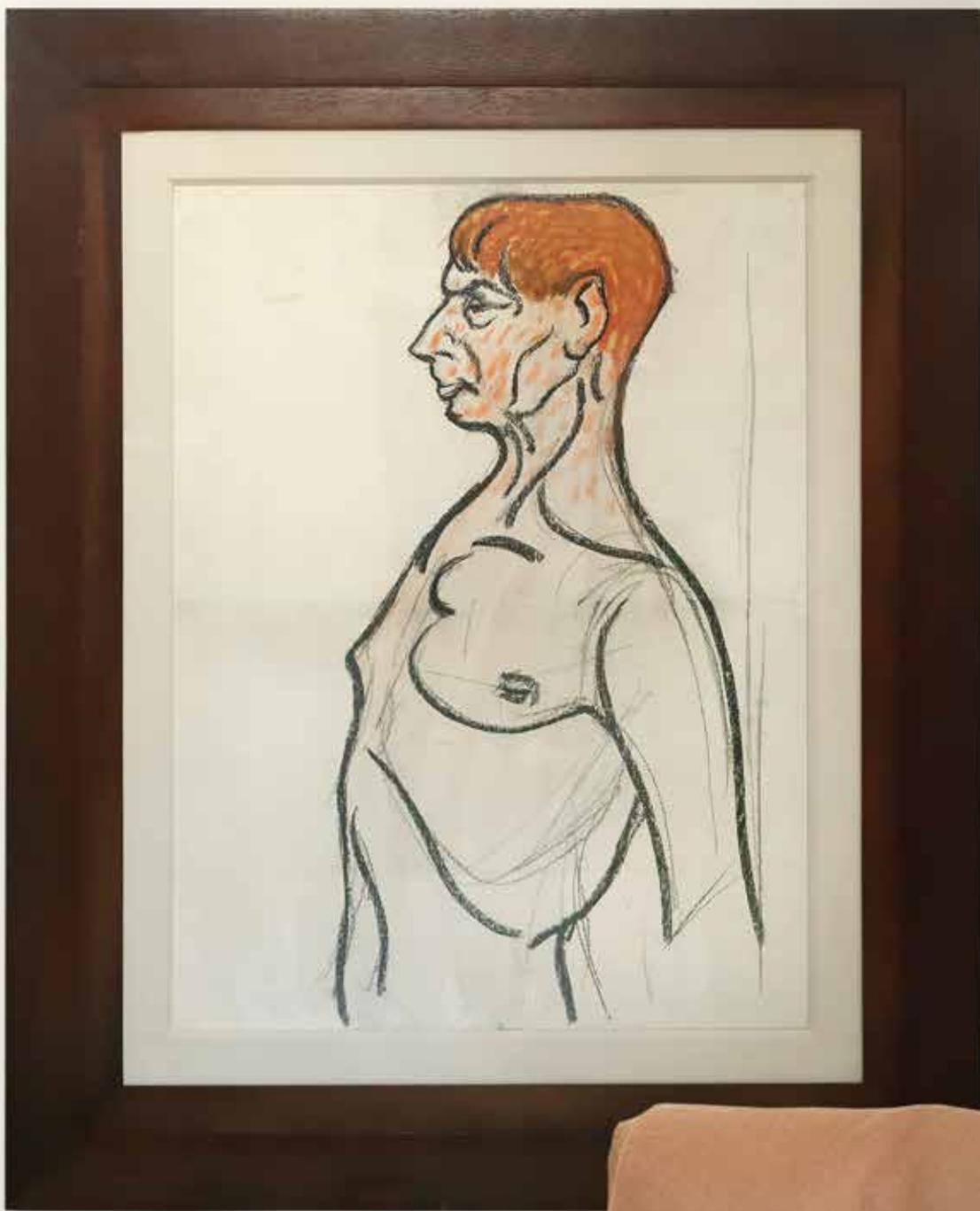
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Payment at time of collection by:

cash, cheque with banker's card, credit, or debit card.





1 AR

SIR WILLIAM NICHOLSON (BRITISH, 1872-1949)

Portrait of a Young Girl in a Black Dress
signed and dated 'William Nicholson./1908'
(upper right)
gouache and pen and ink
18.5 x 19.2cm (7 5/16 x 7 9/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

We are grateful to Patricia Reed for her assistance in cataloguing this lot.

Provenance
Private Collection, U.K.

1

2

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

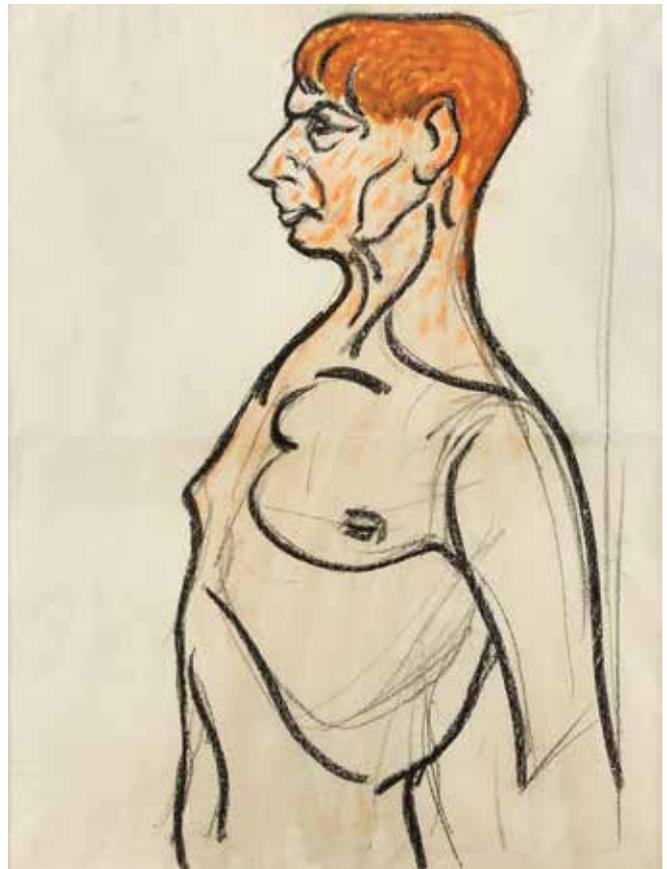
Portrait of Ossip Zadkine
charcoal, pastel and wash
64 x 51.5cm (25 3/16 x 20 1/4in).
Executed in 1913

£4,000 - 6,000
€4,600 - 6,900
US\$5,200 - 7,700

Provenance

With Mercury Gallery, London (as *Man in Profile*)
With Anthony Ralph Gallery, New York
With Rachel Adler Fine Art, New York
Sale; Sotheby's, Olympia, 10 September 2003, lot 140
With Samuel Robson, Rutland, where acquired by the present owner
Private Collection, U.K.

Ossip Zadkine (1888-1967) was a Russian-born artist who lived in France, he is primarily recognised for his sculpture but also worked in oils and print.



2



3

3 †

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

Grand Theatre Benefit
pen and ink, wash and pencil
26 x 20cm (10 1/4 x 7 7/8in).
Executed circa 1880-90

£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500

We are grateful to Dr Wendy Baron for her assistance in cataloguing this lot.

Provenance

John Wheatley, by whom gifted to
Alfred Coplestone, Paignton
Private Collection, U.K.
Property of a Charitable Trust

4 AR

CECIL BEATON (BRITISH, 1904-1980)

The Pre-War Belle
stamped with Cecil Beaton Studio Sale
stamp (lower right); further stamped with
Vogue stamp and inscribed with date and
page number of issue '5/24/30 59' (on sheet
verso)

ink, pen and ink, wash and pencil
38.5 x 27cm (15 3/16 x 10 5/8in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

The Artist's Studio Sale, Christie's, London, 7
June 1984 (part lot, lot number untraced)
Private Collection, U.K.

Literature

Vogue, 25 May 1930, ill.p.59

The present work was used to illustrate an article written by Cecil Beaton, titled 'Where Is The Belle Today?' published in *American Vogue*, May 1930, with the caption, 'The Pre-War Belle Clings to her Vintage'. Beaton lamented the decline of famous beauties such as Lillie Langtry, writing: 'Beauty as a profession is gone. Miss Atlantic City has no relation to the genuine article. The real Belle, in all her glory, lingers only in effigy on the covers of the boxes of Havana cigars' (*Vogue*, 25 May 1930, p.108).



4

5^{AR}

DAVID JAGGER R.O.I. (BRITISH, 1891-1958)

Portrait of a Young Lady
signed twice 'JAGGER' (lower left and upper right)
oil on canvas
84.5 x 59cm (33 1/4 x 23 1/4in).
Painted *circa* 1934

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Private Collection, U.K.

The sitter is thought to be the Artist's wife, Kitty, however there is also a resemblance to the West End and Broadway star Gertrude Lawrence.

We are grateful to Timothy Dickson for his assistance in cataloguing this lot.





6

6 AR

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

Portrait of Anna John, The Artist's Granddaughter
signed 'John' (lower right)
oil on canvas, in a carved wood frame
76 x 56cm (29 15/16 x 22 1/16in).
Painted circa 1950

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

Sir Crichton Mitchell-Cotts, Bt., and thence by descent to the previous owner
Their sale; Sotheby's, London, 21 July 2005, lot 24, where acquired by the present owner Private Collection, U.K.

Anna John is the daughter of David John, the eldest son of Augustus and Ida. Anna sat for three portraits while an art student at Central Saint Martins in London, and would travel to see her grandfather at Fryern Court, Fordingbridge and sit for him at the weekends. She recalled of this portrait that: 'The dress I wore was made by me out of some material that a farmer friend gave. The hat was Gus's hat which he plonked on my head - a good idea, I think. We worked in his bedroom at Fryern and it had red wallpaper with gold stars on it, which left me dizzy after half an hour'.

7 AR

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

Studies of Figures in Rural Settings
chalk
32 x 47cm (12 5/8 x 18 1/2in).

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,600

Provenance

Wyndham T. Vint Esq.
Sale; Christie's, South Kensington, 29 July 2008, lot 395, where acquired by the present owner Private Collection, U.K.

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



7

8 AR

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

Study of a Seated Female Nude
pencil
30 x 25cm (11 13/16 x 9 13/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

Wyndham T. Vint Esq.
Sale; Christie's, South Kensington, 29 July
2008, lot 399, where acquired by the present
owner

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



8



9 AR

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

Study of a Seated Nude from Behind
pencil
24 x 34cm (9 7/16 x 13 3/8in).

£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500

Provenance

Sale; Christie's, South Kensington, 29 July
2008, lot 401, where acquired by the present
owner

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

9



10

10 AR

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

Landscape
pencil
24.5 x 33cm (9 5/8 x 13in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

Wyndham T. Vint Esq.
Sale; Christie's, South Kensington, 29 July 2008,
lot 110, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Exhibition
of works by Augustus John, O.M., R.A.*, 13
March-27 June 1954, cat.no.146

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

This rare landscape drawing is comparable
to *Le Chateau de Polignac* (Manchester Art
Galleries) and *Burgundian Landscape*, (sold
Phillips, 22 June 1993, lot 37), both drawn
in 1900.



11

11

**ROBERT POLHILL BEVAN (BRITISH,
1865-1925)**

The Smithy at Czeliewy
stamped with studio stamp (lower left)
watercolour and chalk
14.5 x 20.5cm (5 11/16 x 8 1/16in).

Executed circa 1897
with a further partial chalk drawing by the
same hand, to the reverse

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

Sale; Sotheby's, London, 7 March 1990, lot
135 (as *Polish Cottage*)
With Duncan R Miller Fine Arts, London
Sale; Christie's, South Kensington, 24
October 2007, lot 90
Private Collection, U.K.

Exhibited

London, Anthony D'Offay, *Robert Bevan
Drawings and Watercolours*, 31 January-10
March 1967, cat.no.8

Robert Bevan met the Polish art student
Stanislawa de Karlowska in the summer of
1897 at a friend's wedding, and although
the couple could only communicate in
their common language of French, it was
purportedly love at first sight. After a matter
of months, they were married in December
1897 in Warsaw and the present work is
thought to possibly have been executed
during this same trip to Poland, as de
Karlowska's father lived at Czeliewy.

12

**CHRISTOPHER RICHARD WYNNE
NEVINSON A.R.A (BRITISH, 1889-1946)**

The Fair, Hampstead Heath
signed with initials 'C.R.W.N.' (lower right)
oil on panel
25 x 35cm (9 13/16 x 13 3/4in).
Executed circa 1925

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

With Arthur Tooth & Sons Ltd, London
Private Collection, U.K.

13 AR

**ESTELLE SYLVIA PANKHURST (BRITISH,
1882-1960)**

Knights in Battle
gouache
50 x 38cm (19 11/16 x 14 15/16in).
together with a further gouache painting,
depicting figures in a landscape, by the same
hand
(2)

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

Sale; Bonhams, Knightsbridge, 24 January
2012, lot 130 (part lot), where acquired by
the present owner
Private Collection, U.K.

Sylvia Pankhurst, famously known for her
role as a militant British Suffragette, was
also an accomplished artist. She studied
art in Manchester before winning a two-
year scholarship at the Royal College of Art,
London.



12



13 (one of two)



14

14

PAUL NASH (BRITISH, 1889-1946)

Idea for the Set of Ibsen's *Ghosts*
 watercolour and pencil
 18 x 20.5cm (7 1/16 x 8 1/16in).
 Executed circa 1922

£4,000 - 6,000
 €4,600 - 6,900
 US\$5,200 - 7,700

Provenance

With Piccadilly Gallery, London
 The Rt. Hon the Lord Clwyd, London

Literature

Theatre Arts Monthly, Gordon Bottomley,
 'The Theatre Work of Paul Nash', January
 1924, USA, pp.38-44

Executed circa 1922, Nash's breakdown the year before had meant a turning away from oil paint and a renewed interest in designs for the theatre. He was influenced by the stage designer and director Gordon Craig and the Swiss stage designer Adolphe Appia, both of whom aspired to implement Richard Wagner's vision of the 'total work of art' in the theater. Henrik Ibsen's play *Ghosts* was written in 1881.

15

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Kneeling Nude
 pencil
 47 x 32.5cm (18 1/2 x 12 13/16in).

£1,500 - 2,000
 €1,700 - 2,300
 US\$1,900 - 2,600

Provenance

The Artist's Mother
 With Redfern Gallery, London
 Private Collection, U.K.

Exhibited

Oxford, Bear Lane Gallery, *Christopher Wood, 1901-1930: oil paintings, watercolours, drawings*, January 1959, cat. no.27

Please note that this lot is offered together with a letter of authenticity from The Redfern Gallery, which also confirms that it was owned by the Artist's mother, dated 27 January 1959.



15



16

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Three Children With a Ball

pencil

44 x 27cm (17 5/16 x 10 5/8in).

£6,000 - 8,000

€6,900 - 9,100

US\$7,700 - 10,000

Provenance

The Artist's sister, Elizabeth Wood Dalziel, from whom acquired in the 1970s by the previous owner
Their sale; Christie's, London, 27 June 2017, lot 193, where acquired by the present owner



17

17 AR

JOHN MINTON (BRITISH, 1917-1957)

Still Life of Anemones
oil on board
50.5 x 40.5cm (19 7/8 x 15 15/16in).
(unframed)

£1,800 - 2,500
€2,100 - 2,900
US\$2,300 - 3,200

Provenance

The Artist's mother, by whom gifted to the mother of the previous owner, circa 1936, when they were neighbours in Manor Road, Wallington, Surrey
Their sale; Christie's, South Kensington, 3 June 1993, lot 115, where acquired by the present owner
Private Collection, U.K.

18 AR

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

Isaiah
signed, titled and inscribed 'Isaiah/66 ch47/
Let now the astrologers, the stargazers,
the/monthly pronosticators/Stand up and
save thee from those things/that shall come
upon thee/Oxford Un. Press Illustrated Old
Testament/Carel Weight.' (on Artist's label
attached to the backboard)
ink and wash
16.5 x 20cm (6 1/2 x 7 7/8in).
together with a further ink painting, 'King
Solomon', by the same hand
(2)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Bankside Gallery, London
Private Collection, U.K.

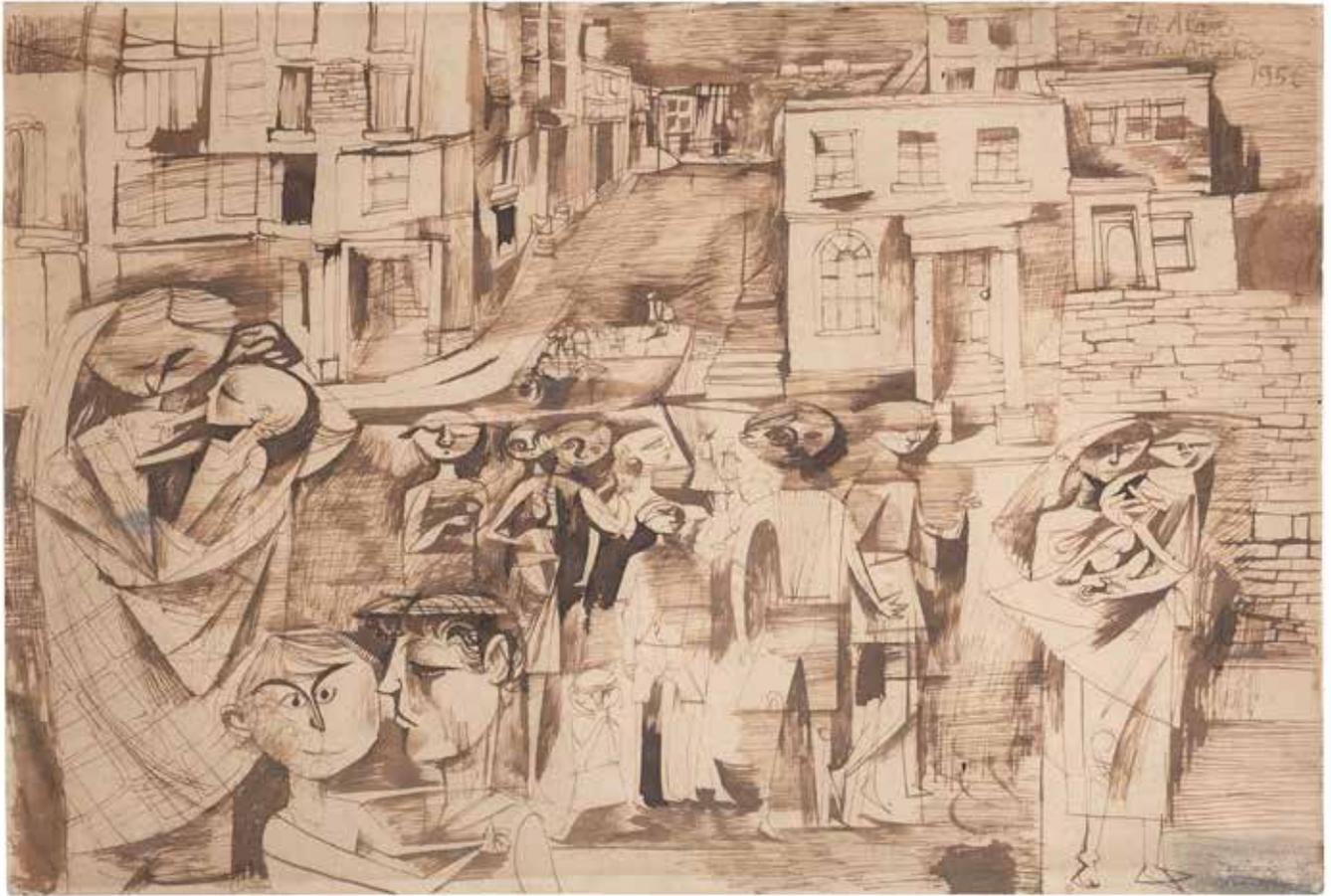
Literature

The Oxford Illustrated Old Testament with Drawings by Contemporary Artists: The Prophets, Isaiah to Malachi volume 4, Oxford University Press, London, 1969, (ill.b&w p.101, *Isaiah*)
The Oxford Illustrated Old Testament with Drawings by Contemporary Artists: The Historical Books, Joshua to Esther volume 2, Oxford University Press, London, 1968, (ill.b&w p.236, *King Solomon*)

The present works are illustrations for
The Oxford Illustrated Old Testament with Drawings by Contemporary Artists.



18 (one of two)



19 AR

JOHN MINTON (BRITISH, 1917-1957)

Children of the Gorbals
signed, inscribed and dated 'to Alan/From John Minton/1956' (upper
right)

pen and ink
24.5 x 37cm (9 5/8 x 14 9/16in).

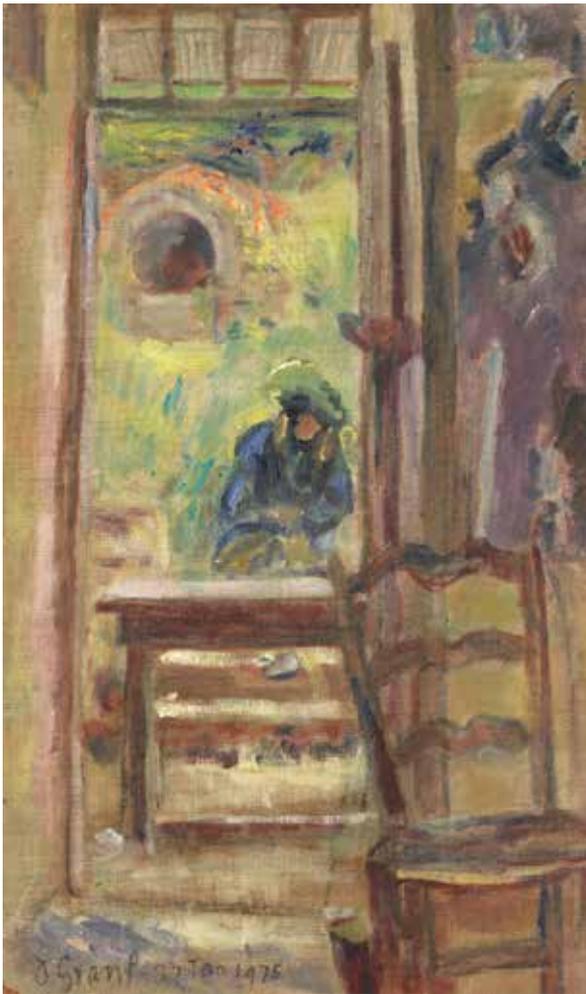
£7,000 - 10,000
€8,000 - 11,000
US\$9,000 - 13,000

Provenance

Sir Alan Bates C.B.E. (1934-2003) and thence by family descent
Private Collection, U.K.

The present work hung in Sir Alan Bates' house in St John's Wood, London. The date that the drawing was given to Bates (1956) is the year in which Bates made his West End debut as Cliff in the breakthrough play 'Look Back in Anger' at the Royal Court Theatre. This coincided with John Minton producing set designs at the Royal Court and the actor and Artist became friends.

The pen and ink drawing forms a body of work by Minton depicting the buildings and people of the Gorbals area of Glasgow. A fully worked watercolour version of this study is in the Northampton Town and County Art Society Collection.



20 AR

DUNCAN GRANT (BRITISH, 1885-1978)

The Garden Steps
signed and dated 'D Grant 27 Jan 1975'
(lower left)
oil on canvas, laid on board
51 x 31cm (20 1/16 x 12 3/16in).
(unframed)

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

The Artist, by whom gifted to
Derek Hill, and thence by descent to the
present owner

20

21

LUCIEN PISSARRO (BRITISH, 1863-1944)

Petit Andelys
signed with monogram and titled 'Petit
Andelys' (lower right)
pen and ink, coloured pencil and pencil
20 x 24.5cm (7 7/8 x 9 5/8in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,500 - 2,300

Provenance

With The Fine Art Society, London
Private Collection, U.K.

Exhibited

London, Spink, *Lucien Pissarro His
Watercolours*, October 1990, cat.no.11.



21



22 AR

SIR CEDRIC MORRIS (BRITISH, 1889-1982)

Cyprus Garden

signed and dated 'CEDRIC MORRIS/3/73' (lower right)

oil on canvas

76 x 61cm (29 15/16 x 24in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,000 - 13,000

Provenance

Sale; Christie's, London, 12 December 1991, lot 201

Michael Lloyd, from whom acquired by the present owner

Private Collection, U.K.



23 AR

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

The Garden in Winter
signed and dated 'John Nash/63.' (lower right)
watercolour and pencil
43 x 57cm (16 15/16 x 22 7/16in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

The Artist, by whom gifted to the family of the present owner and thence by descent
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *John Nash Exhibition*, 2 September-29 October 1967, cat.no.152

The present work depicts the Artist's garden, Wormingford.

23

24 AR

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

The Villa Next Door - Provence
signed and dated 'John Nash/75' (lower left)
watercolour and pencil
48 x 32.5cm (18 7/8 x 12 13/16in).

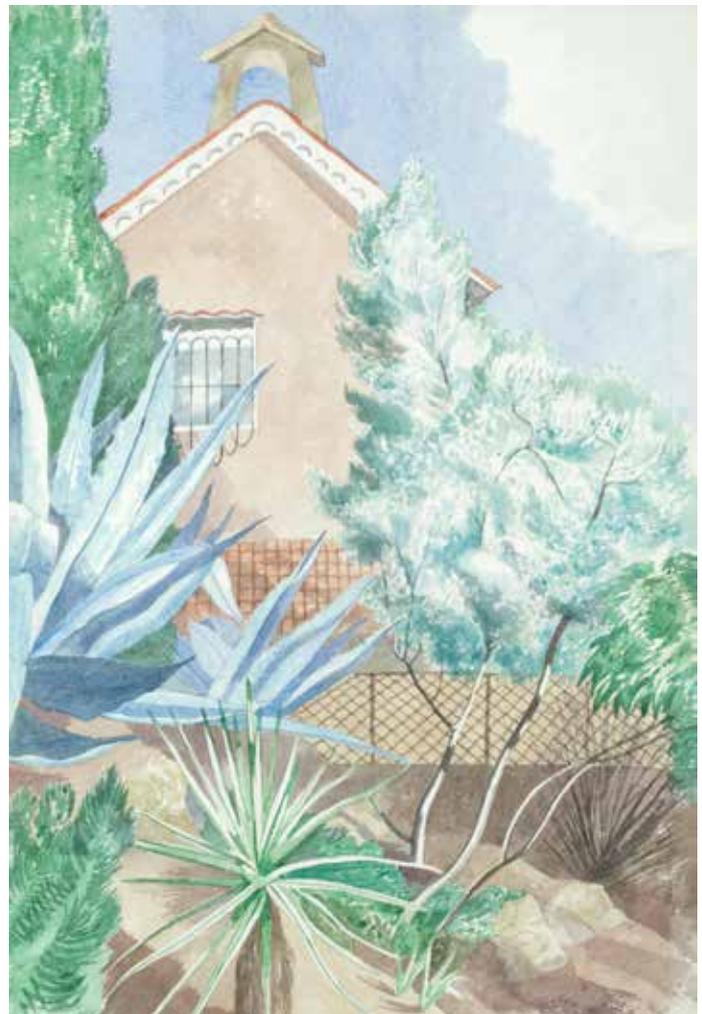
£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With New Grafton Gallery, London, where acquired by Dr. John Grant, 18 May 1978
Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *John Nash, 1893-1977: Studio Memorial Exhibition*, 18 May-14 June 1978, cat.no.34 (as *Villa, Provence*)



24



25 AR

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

Flower-piece

oil on canvas

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

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

Provenance

With The Redfern Gallery, London, November 1946

Private Collection, U.K., and thence by descent to the present owner

Paintings from a Riverside Retreat

Decorative Panels by Leon Underwood



26

The following works by Leon Underwood are from a series of decorative panels created by the Artist for the interior of Thorpeside Cottage, Staines. Owned by Kay Murphy during the 1920s and 30s, the cottage was shared amongst a coterie of likeminded friends including the artist Gertrude Hermes, the opera singer Nelson Illingworth and Leon Underwood. The cottage, an old-style wooden bungalow on stilts, was an idyllic Thames-side retreat which Underwood decorated with nineteen painted panels. Unfortunately the cottage was eventually destroyed to make way for a more modern dwelling but these panels are an evocative testament to what must have been a richly creative environment.

The theatre director Joan Littlewood, a friend of Illingworth's, provides a rare account of this unique home when she visited Thorpeside: 'Nelson's place had been one of Ellen Terry's homes, a rambling riverside bungalow where the Thames was green, the trees were green and the main rooms were covered with frescoes', going on to state that 'here and there wood carvings, perched on pedestals, discouraged arm-waving and wild gestures. They were the work of Leon Underwood' (Joan Littlewood, *Joan's Book: The Autobiography of Joan Littlewood*, 4th ed., Bloomsbury, London, 2016, p.158).



27

26 AR

LEON UNDERWOOD (BRITISH, 1890-1975)

Sun Bather

bears inscription 'p.p. Leon Underwood/p.p. K.M.M.' (lower right)

oil and pencil on board

106.5 x 130cm (41 15/16 x 51 3/16in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

27 AR

LEON UNDERWOOD (BRITISH, 1890-1975)

Figure by the Shore

oil and pencil on board

106 x 133.5cm (41 3/4 x 52 9/16in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700



28

28 AR

**LEON UNDERWOOD
(BRITISH, 1890-1975)**

Man in Tree
oil and pencil on board
97.5 x 21.5cm (38 3/8 x 8 7/16in).

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,600



29

29 AR

**LEON UNDERWOOD
(BRITISH, 1890-1975)**

Figures Intertwined
oil on board
98.5 x 24.5cm (38 3/4 x 9 5/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900



30 (one of two)

30 AR

**LEON UNDERWOOD
(BRITISH, 1890-1975)**

Sunflower
oil and pencil on board
101.5 x 11.5cm (39 15/16 x 4 1/2in).
together with a further oil painting by the
same hand
(2)

£700 - 1,000
€800 - 1,100
US\$900 - 1,300



31

31 AR

**LEON UNDERWOOD
(BRITISH, 1890-1975)**

Diving Figures

oil on board

106 x 248.5cm (41 3/4 x 97 13/16in) overall,
in three parts

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

32 AR

**LEON UNDERWOOD
(BRITISH, 1890-1975)**

Angel

bears inscription 'P.P. ANNE & LAY/K.M.M'
(lower right)

oil on board

104.5 x 62cm (41 1/8 x 24 7/16in).

together with a further oil painting,

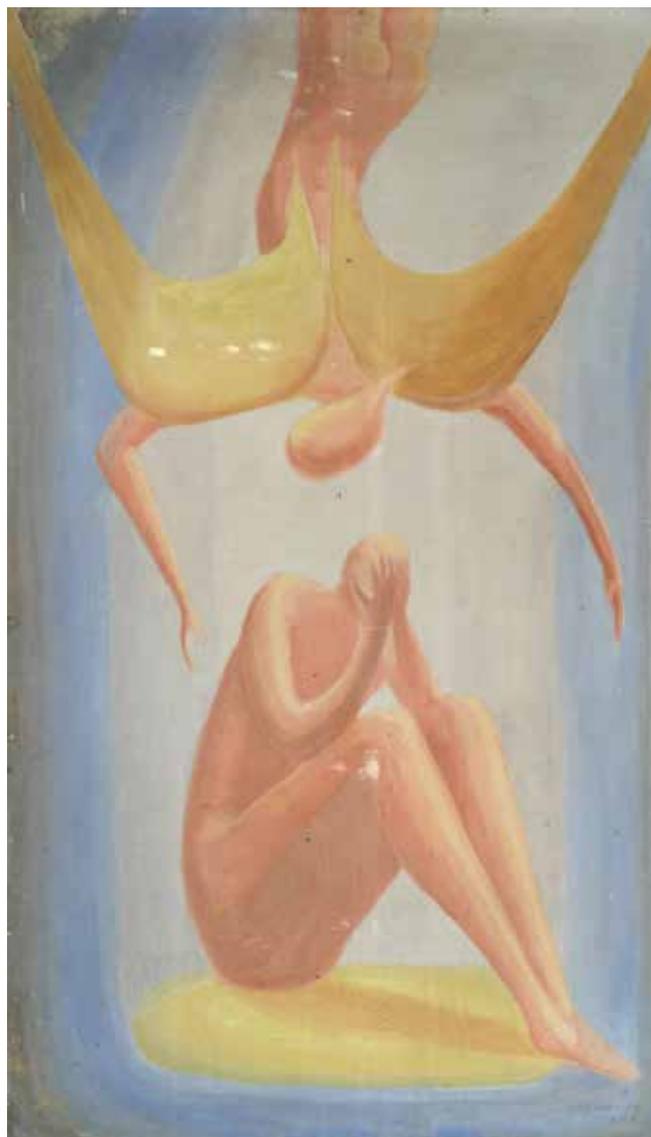
'Firescreen', by the same hand

(2)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



32 (one of two)



33



34



35

33 AR

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

Study for Petrified Flower

pen and ink, watercolour, crayon and pencil, squared for transfer
22.5 x 17cm (8 7/8 x 6 11/16in).

Executed circa 1970

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

With Goldmark Gallery, Uppingham
Sale; Bloomsbury Auctions, London, 5 December 2013, lot 18,
where acquired by the present owner
Private Collection, U.K.

34 AR

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

Rocks on a Green Hillside

ball-point pen, watercolour and pencil
21.5 x 17cm (8 7/16 x 6 11/16in).

Executed circa 1970

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

With Goldmark Gallery, Uppingham
Sale; Bonhams, Knightsbridge, 17 January 2012, lot 195, where
acquired by the present owner
Private Collection, U.K.

35 AR

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

Untitled
signed and dated 'Sutherland 1970' (lower right)
watercolour, ink and pencil
26 x 22cm (10 1/4 x 8 11/16in).

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,600

Provenance

Sale; Bonhams, Knightsbridge, 29 May 2012, lot 119, where acquired by the present owner
Private Collection, U.K.



36 AR

JOHN VIRTUE (BRITISH, BORN 1947)

Green Haworth, near Accrington, Lancashire
signed and dated 'J. Virtue. 1976' (lower right)
oil on canvas
76 x 126.5cm (29 15/16 x 49 13/16in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

Commissioned from the Artist by the family of the present owner in 1976, and thence by descent
Private Collection, U.K.

36



37 AR

LEN TABNER (BRITISH, BORN 1946)

Coatham Sands, Furnace Lights, December 4th 2000
signed, titled and dated 'Len Tabner/ Coatham Sands, Furnace Lights, Dec 4th 2000.' (lower left)
gouache
47 x 67cm (18 1/2 x 26 3/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Messum's, London, where acquired by the present owner in 2002
Private Collection, U.K.

37



38

38 AR

FELIX KELLY (BRITISH, 1914-1994)

Chinese Bridge, Tsarskoe Selo
signed and dated 'Felix Kelly 87' (lower right);
further signed, inscribed, titled and dated
'Chinese bridge. Tsarskoe Selo/for David
Michael. Esq./By Felix. Kelly. 1987' (on board
verso)
oil on board
46 x 56.5cm (18 1/8 x 22 1/4in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

Commissioned from the Artist by the family of
the present owner, and thence by descent
Private Collection, U.K.

39 AR

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

Portland
signed and dated 'R. EURICH. 1923' (lower
left)
oil on board
15 x 51cm (5 7/8 x 20 1/16in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,500 - 2,300

Provenance

Sale; Bonhams, Knightsbridge, 27 March
2018, lot 96, where acquired by the present
owner
Private Collection, U.K.



39

40 AR

COLIN HAYES R.A., R.B.A. (BRITISH, 1919-2003)

Farm near Zarakes, Evvia, Greece 1996
signed 'Hayes' (lower left)
oil on canvas
41 x 50.5cm (16 1/8 x 19 7/8in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

With New Grafton Gallery, London, where
acquired by the present owner in 1996
Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *Colin Hayes
R.A., P.R.B.A.: A Retrospective*, 14-30
November 1996, cat.no.8



40

41 AR

GEOFFREY KEY (BRITISH, BORN 1941)

Fields and Clouds

signed and dated 'GKEY. 00' (lower left)

oil on canvas

46 x 56cm (18 1/8 x 22 1/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

Provenance

With Rob Whittle Fine Art, Birmingham
Private Collection, U.K.



41

42 AR

MARKEY ROBINSON (IRISH, 1918-1999)

Landscape with Figures and Houses

signed 'Markey' (lower right)

oil on board

39 x 75.5cm (15 3/8 x 29 3/4in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

Provenance

Acquired by the present owner in Dublin in
the early 1980s
Private Collection, U.K.



42



43

43 AR

KEITH HOPE SHACKLETON (BRITISH, 1923-2015)

Dog Team off Cape Evans
signed and dated 'Keith Shackleton 75' (lower right)
oil on board
50.5 x 153cm (19 7/8 x 60 1/4in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

With Guildhall Art Gallery, London, where acquired by Alan Smith, and thence by descent to the present owner Private Collection, U.K.

Alan Smith worked for the British Antarctic Survey between 1966-1995 as the Head of BAS Building Services. He was stationed at Halley and King Edward Point.



44

44 AR

RONALD OSSORY DUNLOP R.A., R.B.A. (BRITISH, 1894-1973)

Port, St Tropez
signed 'Dunlop' (lower right)
oil on board
38 x 46cm (14 15/16 x 18 1/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

Malcomb Wombwill, February 1940
Gifted by the above to John Firth, November 1972
With Castle Gallery, Berkhamsted, where acquired by the present owner circa the early 1980s

Exhibited

Venice, *XIX Venice Biennale*, 1934, cat.no.43 (as *Il Porto*)



45

45 AR

RONALD OSSORY DUNLOP R.A., R.B.A. (BRITISH, 1894-1973)

Harbour Scene
signed 'Dunlop' (lower right)
oil on canvas
51 x 61cm (20 1/16 x 24in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by the family of the present owner, and thence by descent Private Collection, U.K.

46 AR

SIR NOËL COWARD (BRITISH, 1899-1973)

On the Jamaican Coast
signed 'NOEL COWARD' (lower right)
oil on canvas
56 x 71.5cm (22 1/16 x 28 1/8in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

Sale; Christie's, London, 20 September 1990, lot 148, where acquired by the present owner
Private Collection, U.K.

Literature

Sheridan Morley, *Out in the Midday Sun: The Paintings of Noel Coward*, Phaidon and Christie's Limited, Oxford, 1988 (ill.col. pp.64-5).

47 AR

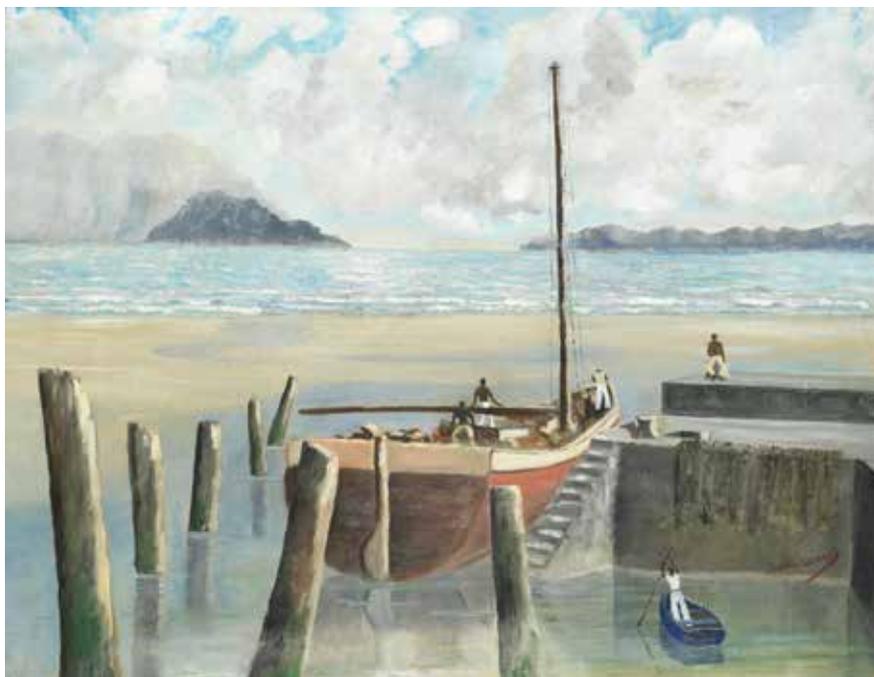
RUSKIN SPEAR R.A. (BRITISH, 1911-1990)

The Moorings
signed 'Ruskin Spear' (lower right)
oil on board
50.5 x 61cm (19 7/8 x 24in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

Acquired by the family of the present owner by the early 1990s, and thence by descent
Private Collection, U.K.



46



47



48

48

**EDWARD MCKNIGHT KAUFFER
(AMERICAN, 1890-1954)**

Cassis
signed, titled, inscribed and dated 'Cassis
1930/for Helen-/E. McKnight Kauffer-' (lower
right)
watercolour
26 x 34.5cm (10 1/4 x 13 9/16in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

The Chester Beatty Collection
Their sale; Sotheby's, London, 11 March
1992, lot 145 (part lot), where acquired by
the present owner
Private Collection, U.K.



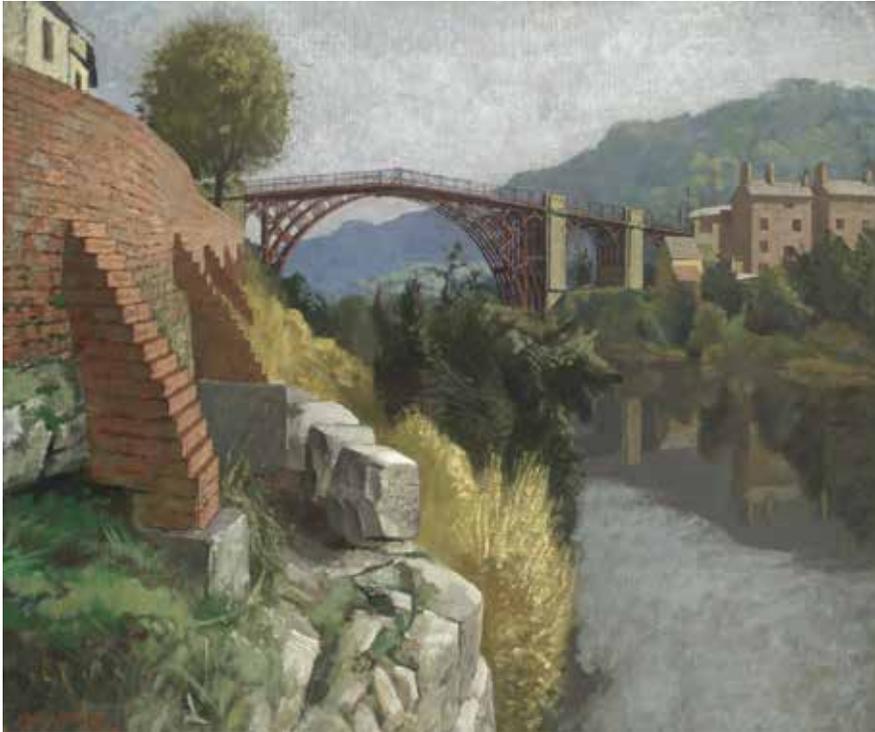
49

49 AR

**MAURICE CANNING WILKS R.U.A.,
A.R.H.A. (IRISH, 1910-1984)**

The Erriff River
signed 'MAURICE C. WILKS' (lower right)
oil on canvas
40 x 51cm (15 3/4 x 20 1/16in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500



50 AR

**JOHN ARTHUR MALCOLM ALDRIDGE
(BRITISH, 1905-1983)**

Ironbridge II
signed and dated 'John Aldridge/1956'
(lower left)
oil on canvas
64 x 76.5cm (25 3/16 x 30 1/8in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

Mr Tuck
With New Grafton Gallery, London, where
acquired by the family of the present owner
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer
Exhibition*, 3-27 July 1969, cat.no.42 (as
Ironbridge 1956)
London, New Grafton Gallery, *John Aldridge:
75th birthday exhibition*, 22 May-11 June
1980, cat.no.13

50

51

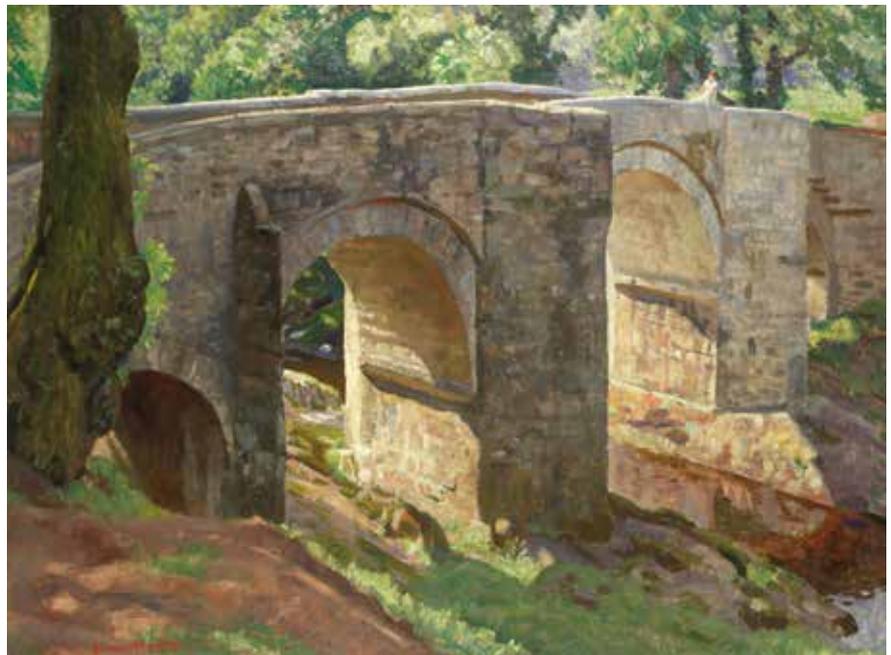
ERNEST PROCTER (BRITISH, 1886-1935)

Holne Bridge on the River Dart
signed and dated 'ERNEST PROCTER .35'
(lower left)
oil on board
74 x 99.9cm (29 1/8 x 39 5/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

Sale; Bonhams, Knightsbridge, 11 January
2006, lot 535 (as *River Dart*), where acquired
by the present owner
Private Collection, U.K.



51



52

52 AR

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

Venice
signed 'Ken Howard.' (lower right)
oil on board
20.5 x 25.5cm (8 1/16 x 10 1/16in).

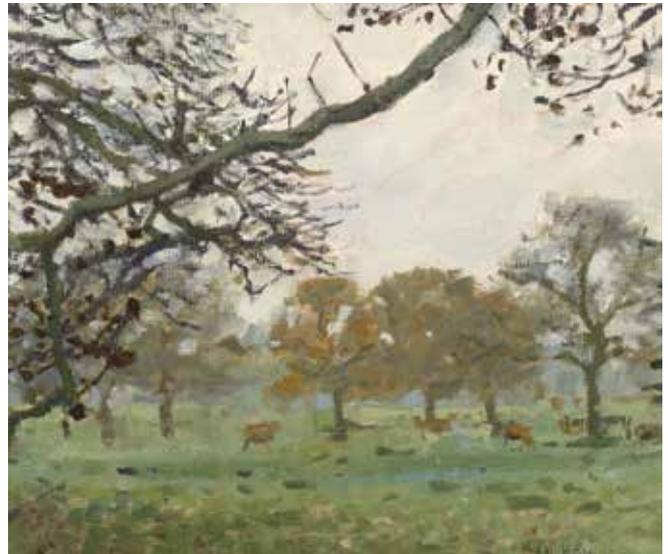
£1,200 - 1,800
€1,400 - 2,100
US\$1,500 - 2,300

53 AR

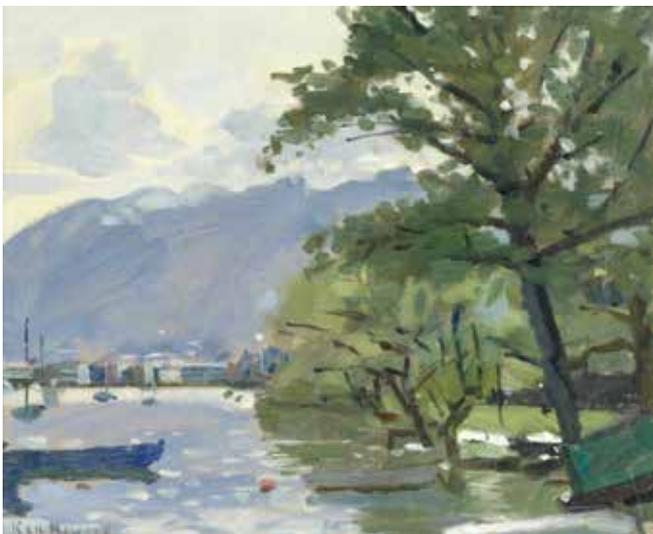
KEN HOWARD R.A. (BRITISH, BORN 1932)

Richmond Park
signed 'Ken Howard' (lower right)
oil on canvasboard
25.5 x 30cm (10 1/16 x 11 13/16in).
Painted in 2000

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500



53



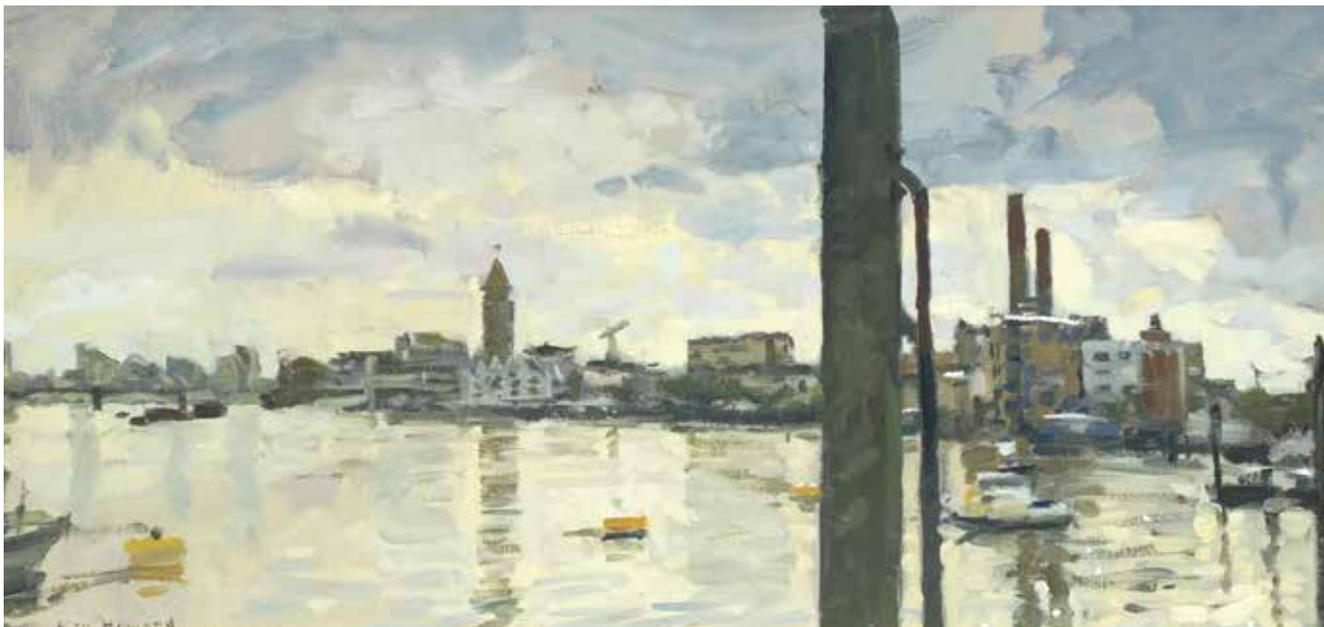
54

54 AR

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

Lago Maggiore, Evening Light
signed 'Ken Howard' (lower left); titled and dated 'LAGO
MAGGIORE/EVENING LIGHT/7th MAY 2013 (on Artist's label
attached to the reverse)
oil on board
25 x 30.5cm (9 13/16 x 12in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900



55

55 AR

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

The Thames at Battersea
signed 'Ken Howard.' (lower left)
oil on canvas
28 x 58cm (11 x 22 13/16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

56 AR

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

Provincial Government Building, Market Square, Bruges
signed 'Ken Howard.' (lower right)
oil on canvasboard
60 x 20cm (23 5/8 x 7 7/8in).
(unframed)

£1,200 - 1,800

€1,400 - 2,100

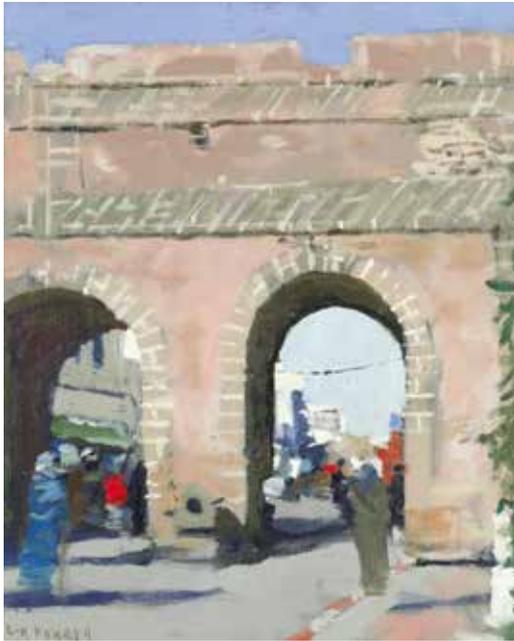
US\$1,500 - 2,300



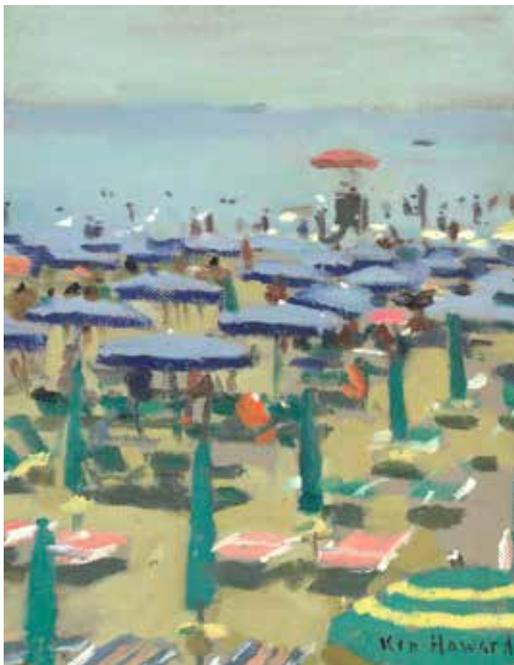
56



57



58



59

57 AR

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

Sennen Afternoon Light

signed 'Ken Howard' (lower right)

oil on canvas

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

Painted in 2012

£2,500 - 3,500

€2,900 - 4,000

US\$3,200 - 4,500

58 AR

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

Marrakesh

signed 'Ken Howard' (lower left)

oil on canvasboard

30 x 25cm (11 13/16 x 9 13/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

59 AR

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

Lignano Pineta

signed 'Ken Howard' (lower right)

oil on canvasboard

26 x 21cm (10 1/4 x 8 1/4in).

£1,000 - 2,000

€1,100 - 2,300

US\$1,300 - 2,600

60 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Young Girl in a Straw Hat
signed with initials 'SEVD' (lower right)
oil on card
28.5 x 17cm (11 1/4 x 6 11/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

Acquired by the family of the present owner, and thence by descent
Private Collection, U.K.

61 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Boy with Toy Boat
signed with initials 'SEVD' (lower right)
oil on card
27 x 16.5cm (10 5/8 x 6 1/2in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

Acquired by the family of the present owner, and thence by descent
Private Collection, U.K.



60



61



62



63



64

62 AR

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

Crane Torreviega
signed 'Cuming' (lower left)
oil on board
29.5 x 28cm (11 5/8 x 11in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With New Grafton Gallery, London, where
acquired by the present owner
Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *Fred Cuming*,
2-25 June 1988, cat.no.21

63 AR

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

Camber Sands
signed 'Cuming' (lower left)
oil on board
30 x 30cm (11 13/16 x 11 13/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With New Grafton Gallery, London, where
acquired by the present owner
Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *Fred Cuming*,
1-24 March 1990, cat.no.28

64 AR

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

Rye Harbour Entry IV
signed 'Cuming' (lower left)
oil on board
28 x 28cm (11 x 11in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With New Grafton Gallery, London, where
acquired by the present owner
Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *Fred Cuming*,
2-25 June 1988, cat.no.39

65 AR

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

Fowey Harbour
signed 'Cumming' (lower left)
oil on board
40.5 x 40.5cm (15 15/16 x 15 15/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

E. E. Patrick, Esq., from whom acquired by
the present owner



66 AR

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

Venice
signed 'Cumming' (lower left)
oil on board
25.5 x 30.5cm (10 1/16 x 12in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

65



66



67



68

67 AR

REG GAMMON (BRITISH, 1894-1997)

After Mass - Finistère, Brittany
signed 'Gammon' (lower right)

oil and chalk on board

60.5 x 111cm (23 13/16 x 43 11/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

With New Grafton Gallery, London, where acquired by the present owner
Private Collection, U.K.

68 AR

REG GAMMON (BRITISH, 1894-1997)

Landscape and Workers

signed 'Gammon' (lower left)

oil on board

54.5 x 71cm (21 7/16 x 27 15/16in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Provenance

With New Grafton Gallery, London, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, New Grafton Gallery, 22 September 1988, cat.no.3



69 AR

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

Vineyard with a Stormy Sky, Bonnieux, Vaucluse
indistinctly signed 'Gore' (lower left)

oil on canvas

61 x 86.5cm (24 x 34 1/16in).

Painted in 1982

£5,000 - 7,000

€5,700 - 8,000

US\$6,500 - 9,000



70 AR

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

Andalusian Landscape
signed 'Fraser' (lower left); further signed
and titled, 'Donald Hamilton Fraser R.A/
Andalusian Landscape' (on backboard)
oil on card
23 x 30.5cm (9 1/16 x 12in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

With Century Galleries Limited, Henley-on-
Thames
Sale; Bonhams, Oxford, 4 September 2013,
lot 16, where acquired by the present owner
Private Collection, U.K.

70

71 AR

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

Dark Sky Iona No.2
signed with initials 'DMC' (lower left)
acrylic on card
28.5 x 39cm (11 1/4 x 15 3/8in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

Acquired by the family of the present owner,
and thence by descent
Private Collection, U.K.



71



72

72 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

Calm Sea, Lindisfarne
signed 'DMCINTYRE-' (lower right)
acrylic on card
52 x 61.5cm (20 1/2 x 24 3/16in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

With Fosse Gallery, Stow-on-the-Wold, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.

73 AR

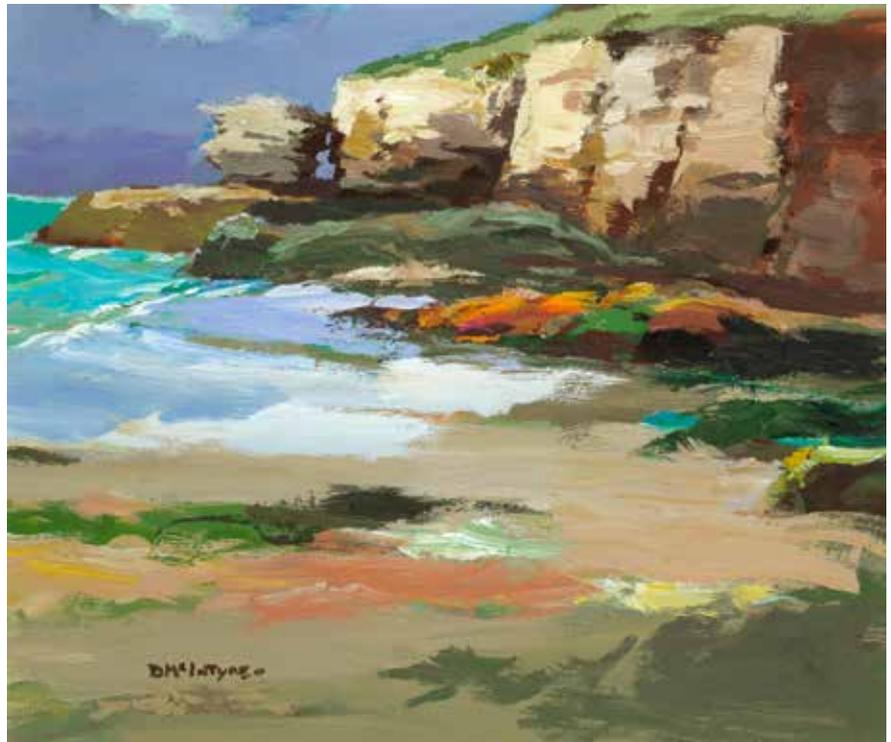
DONALD MCINTYRE (BRITISH, 1923-2009)

Cliffs, North Cornwall
signed 'DMCINTYRE-' (lower left)
acrylic on card
52 x 61.5cm (20 1/2 x 24 3/16in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

The Artist
With Fosse Gallery, Stow-on-the-Wold, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.



73



74

74 AR

ARTHUR HAYWARD (BRITISH, 1889-1960)

Sloop Inn, St Ives, by Moonlight
signed '-A.HAYWARD-' (lower right)
oil on panel
25.5 x 33cm (10 1/16 x 13in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

Acquired by the family of the present owner in 1936, and thence by descent Private Collection, U.K.

75 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

Cottages in Landscape
signed '-Donald McIntyre-' (lower right)
pastel, pencil and felt-tip pen
24 x 34cm (9 7/16 x 13 3/8in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

76 AR

HENRY CLIFFE (BRITISH, 1919-1983)

Landsdown
signed and dated 'H CLIFFE 54' (lower right)
oil on board
31.5 x 51.5cm (12 3/8 x 20 1/4in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

Sale; Phillips, Bayswater, 8 December 1998, lot 204
Sale; Christie's, South Kensington, 1 March 2000, lot 262 (as *Abstract Landscape*), where acquired by the present owner Private Collection, U.K.



75



76



77 AR

GEORGE HAMMOND STEEL (BRITISH, 1900-1960)

Still Life, St Ives
signed 'HAMMOND STEEL' (lower right)
oil on board
38 x 56cm (14 15/16 x 22 1/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

With The Phoenix Gallery, Suffolk
Sale; Bonhams, Knightsbridge, 20 March
2007, lot 3, where acquired by the present
owner
Private Collection, U.K.

77

78 AR

THOMAS NATHANIEL DAVIES (BRITISH, 1922-1996)

The Steel Works, Cardiff
signed 'Nathaniel' lower right
oil and string on board
106.5 x 76cm (41 15/16 x 29 15/16in).
Painted in 1960

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Please note that the present work is offered
together with a copy of the Whitfield Fine Art
exhibition catalogue.

Provenance

The Estate of the Artist
With Whitfield Fine Art, London, where
acquired by the present owner in 2009
Private Collection, U.K.

Exhibited

London, Whitfield Fine Art, *Thomas Nathaniel
Davies, Retrospective Exhibition*, 20 May-19
June 2009, cat.no.20, (col.ill., unpaginated)

Thomas Nathaniel Davies was born in
Dowlais, South Wales in 1922. He enrolled
at Cardiff College of Art in 1939, where he
was taught by and became friends with Ceri
Richards. The war interrupted his studies,
and he served with The Royal Corps of
Signals in North Africa. On his return, he
taught briefly at the Royal College of Art,
London, and became good friends with John
Skeaping, one of the professors there. The
present work demonstrates the Artist's move
towards abstraction in the 1960s.



78



79 AR

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

Mattersey Priory
signed 'John Piper' (lower right), titled and
dated 'Mattersey Priory 20 v 76' (lower left)
watercolour, pastel and charcoal
38 x 56cm (14 15/16 x 22 1/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

Provenance

Gifted to Carina Robins *circa* the mid-1970s
by the Church Missionary Society, and
thence by descent to the present owner
Private Collection, U.K.

79

80 AR

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

Le Comte Ory, Rossini
signed and dated 'Fedden 1998' (lower left)
gouache and collage
23 x 28cm (9 1/16 x 11in).

£1,500 - 2,500

€1,700 - 2,900

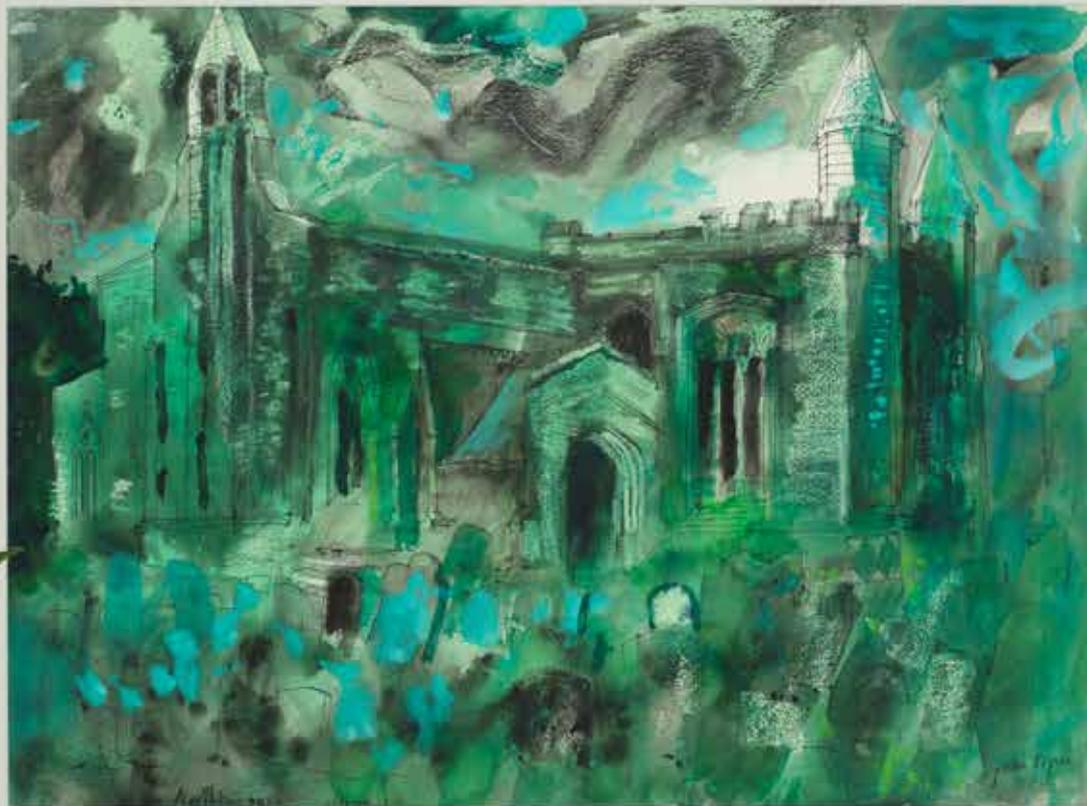
US\$1,900 - 3,200

Provenance

Sale; Christie's, South Kensington, 24
October 2007, lot 163



80



81

81 AR

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

St. Andrew's Church in Northborough
signed, inscribed and dated 'John Piper/Northborough/v/so/1/81'
(lower edge); further inscribed 'No 33 Northborough' (verso)
wash, pen and ink, and gouache
57.6 x 78.5 cm. (22 3/4 x 30 7/8 in.)

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

With The Solomon Gallery, Dublin
Private Collection, U.K.

Exhibited

Dublin, The Solomon Gallery, *John Piper Watercolours*, 11 January–3
February 1982, cat.no.33

82 AR

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

Storm Clouds, Drwys-y-Coed, Snowdonia

signed with initials 'KW' (lower right)

oil on canvas

61 x 76.5cm (24 x 30 1/8in).

Painted in 1957

£12,000 - 18,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

With Martin Tinney Gallery, Cardiff, where acquired by the present owner

Private Collection, U.K.





83 AR

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

Rocky Shore, Treaddur Bay, Anglesey
signed with initials 'KW.' (lower right)

watercolour and chalk
39 x 49cm (15 3/8 x 19 5/16in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

Provenance

The Artist, from whom acquired directly by the family of the present owner, and thence by descent
Private Collection, U.K.

83

84 AR

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

View of Puffin Island and The Great Orme
signed with initials 'KW' (lower right)

ink and wash
29 x 43.5cm (11 7/16 x 17 1/8in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

Provenance

The Artist, from whom acquired directly by the family of the present owner, and thence by descent
Private Collection, U.K.



84



85 AR

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

Anglesey Farm

oil on hessian

40.5 x 70cm (15 15/16 x 27 9/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

Gifted by the Artist to Jonah Jones, 1950s, and thence by family descent

Sale; Bonhams, London, 30 May 2012, lot 66, where purchased by the present owner
Private Collection, U.K.

Best known for his work as a sculptor and a designer of stained glass, Jonah Jones and Williams were both part of a small and close-knit group of artists and poets working in North Wales after the war, taking the dramatic surroundings as their inspiration, with others including John Petts and Brenda Chamberlain. The present lot formed part of a trade between Williams and Judith Maro Jones, wife of Jonah, which saw the work picked from a selection of paintings from the artist's London studio and exchanged for a hand woven rug.



86 AR

SHEILA FELL R.A. (BRITISH, 1931-1979)

Fields, Cumberland I
signed 'Fell' (lower right)
oil on canvas
25 x 30cm (9 13/16 x 11 13/16in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

The Artist, from whom acquired directly by the family of the present owner, and thence by descent
Private Collection, U.K.

Exhibited

Farnham, Ashgate Gallery, *Sheila Fell: New Paintings & Drawings*, 25 June-18 July 1974, cat.no.29

86



87 AR

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

Horses and Cart
ink, wash and pencil
20.5 x 25.5cm (8 1/16 x 10 1/16in).
together with a further three ink studies, 'Peasant Couple with Donkey', 'Man and Donkey' and 'Loading the Donkey', all by the same hand (unframed)
(4)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist's Estate
Heinz Roland (Roland, Browse and Delbanco)
Thence by descent

87 (one of four)



88 AR

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

Horse
signed and dated 'Frink 77.' (lower right); inscribed 'Francis from Lis'
(lower left)
pen and ink
39.5 x 56cm (15 9/16 x 22 1/16in).

£6,000 - 8,000
€6,900 - 9,100
US\$7,700 - 10,000

Provenance

Sale; Christie's, South Kensington, 24 October 2007, lot 226, where
acquired by the present owner
Private Collection, U.K.



89

89 AR

PETER BROOK (BRITISH, 1927-2009)

Croft House
 signed 'PETER BROOK' (lower left), titled
 'CROFT HOUSE' (lower right)
 oil on canvas
 122.5 x 183cm (48 1/4 x 72 1/16in).

£5,000 - 7,000
€5,700 - 8,000
US\$6,500 - 9,000

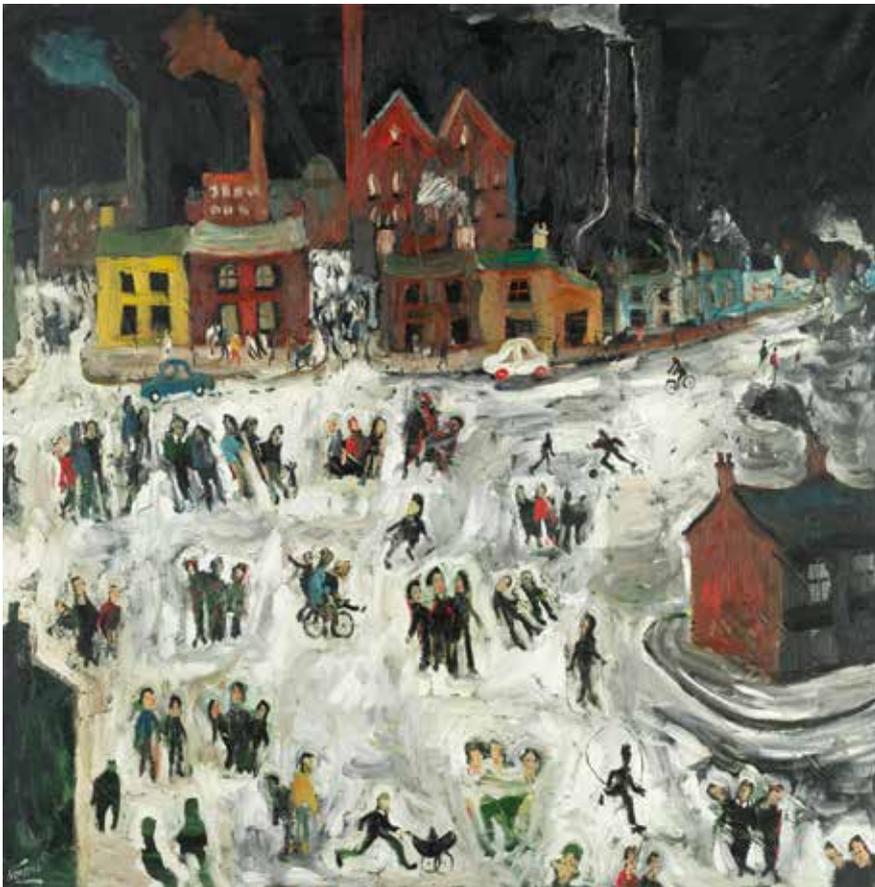
Provenance

Sale; Bonhams, Chester, 17 November 2010,
 lot 633, where acquired by the present owner
 Private Collection, U.K.

Exhibited

Thomas Agnew & Sons, London, 1972

Croft House, Huddersfield was the family
 home of Hollywood film star James Mason's
 father.



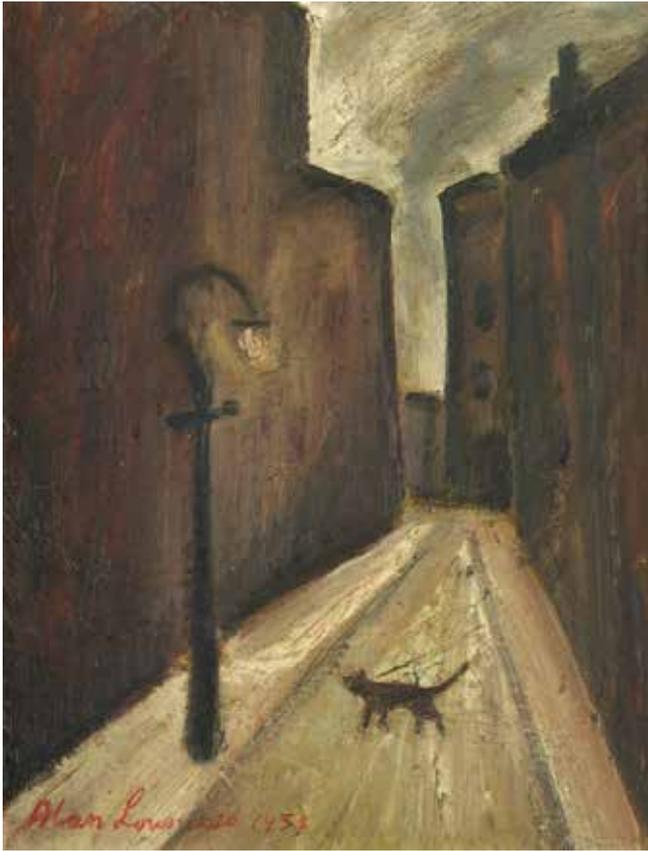
90

90 AR

SIMEON STAFFORD (BRITISH, BORN 1956)

Dukinfield, 1960s
 signed 'SIMEON' (lower left); further signed
 and titled 'SIMEON Dukinfield 1960s' (on
 stretcher bar)
 oil on canvas
 90 x 90cm (35 7/16 x 35 7/16in).
 (unframed)

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500



91 AR

ALAN LOWNDES (BRITISH, 1921-1978)

The Prowler
signed and dated 'Alan Lowndes 1954'
(lower left)
oil on board
35.5 x 28cm (14 x 11in).

£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500

Provenance

With The Crane Gallery, Manchester
Acquired by the family of the present owner
prior to 1971, and thence by descent
Private Collection, U.K.

Jonathan Riley is currently preparing the forthcoming catalogue raisonné of the paintings of Alan Lowndes, in which the present lot and lot 92 will be included. Jonathan would like to hear from the owners of any work by the Artist so that these can be included in this comprehensive catalogue. Please write to Jonathan Riley, c/o Modern British and Irish Art, Bonhams, Montpelier Street, London, SW7 1HH or email britart@bonhams.com.

91

92 AR

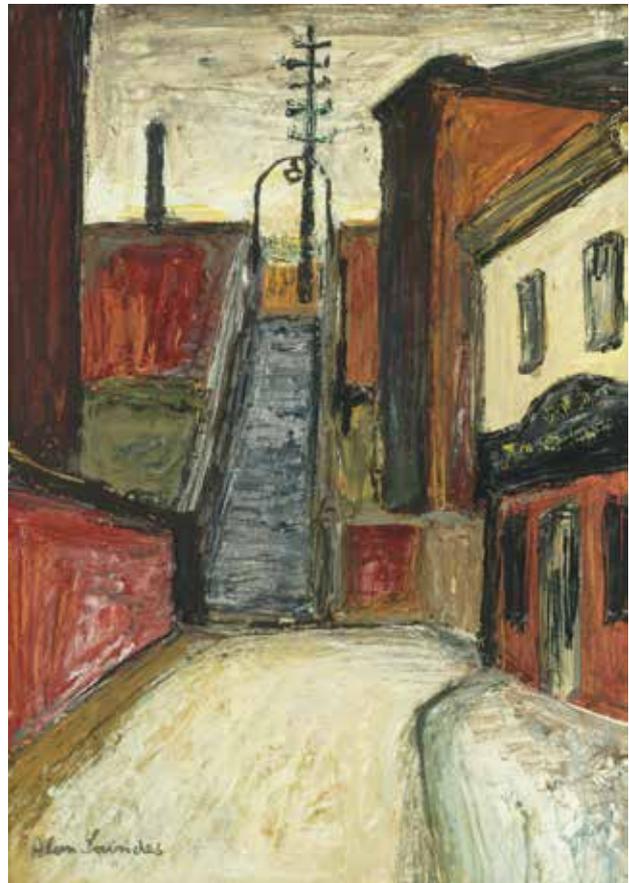
ALAN LOWNDES (BRITISH, 1921-1978)

Street Scene with Steps
signed 'Alan Lowndes' (lower left)
oil on paper
59 x 42.5cm (23 1/4 x 16 3/4in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

Acquired by the family of the present owner
prior to 1971, and thence by descent
Private Collection, U.K.



92

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.



93

93 AR

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

Park Scene

pencil

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

with a further pencil study by the same hand to the reverse

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Gifted by the Artist to an associate at Ganymed Originals in the 1960s

Sale; Sotheby's, London, 5 April 2017, lot 79

94 AR

JAMES LAWRENCE ISHERWOOD (BRITISH, 1917-1988)

Portrait of Laurence Stephen Lowry

signed 'ISHERWOOD' (lower right); further signed and inscribed 'L S LOWRY/R.A./ISHERWOOD' (on board verso)

oil on board

46 x 35.5cm (18 1/8 x 14in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Provenance

With The Mill House Gallery, Lancashire

Private Collection, U.K.



94

95 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

Street Scene with Trams, Manchester
signed 'Arthur Delaney.' (lower right)
oil on board
34.5 x 33cm (13 9/16 x 13in).

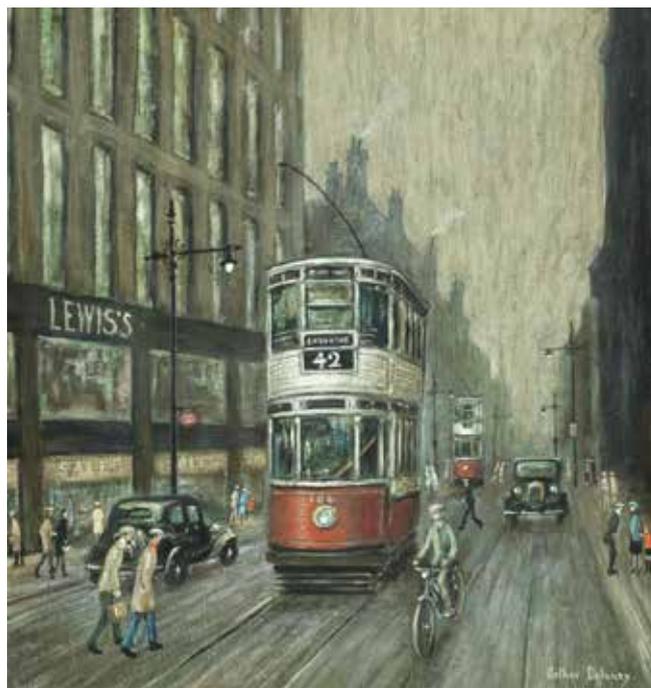
£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

Provenance

Acquired by the family of the present owner in Manchester in the mid-1970s, and thence by descent
Private Collection, U.K.



95

96 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

Piccadilly in the Twenties
signed 'A. Delaney' (lower right); further signed and titled
"'PICCADILLY IN/THE TWENTYS"/A Delaney' (on panel verso)
oil on panel
25 x 19cm (9 13/16 x 7 1/2in).

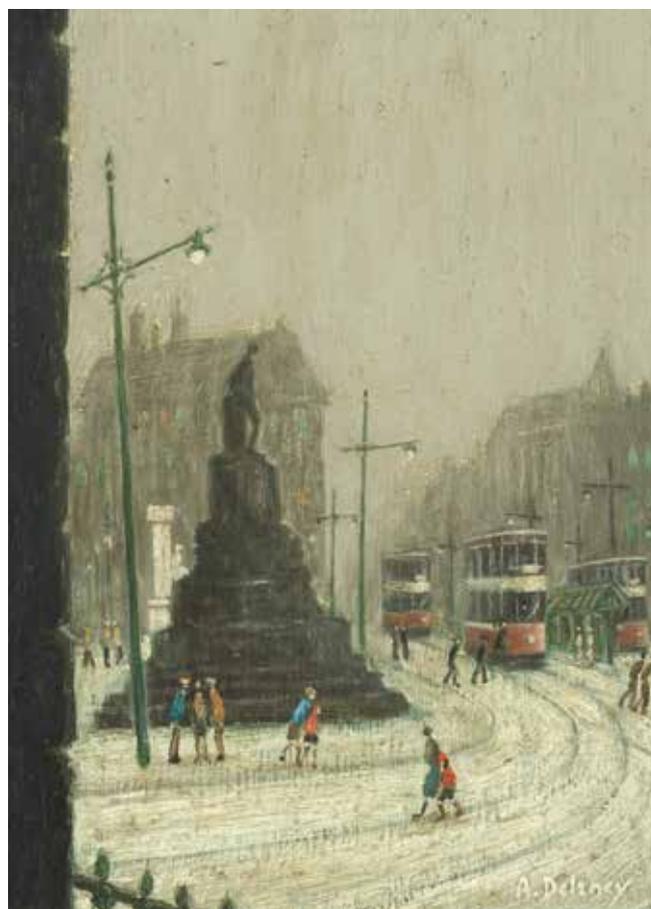
£2,000 - 3,000

€2,300 - 3,400

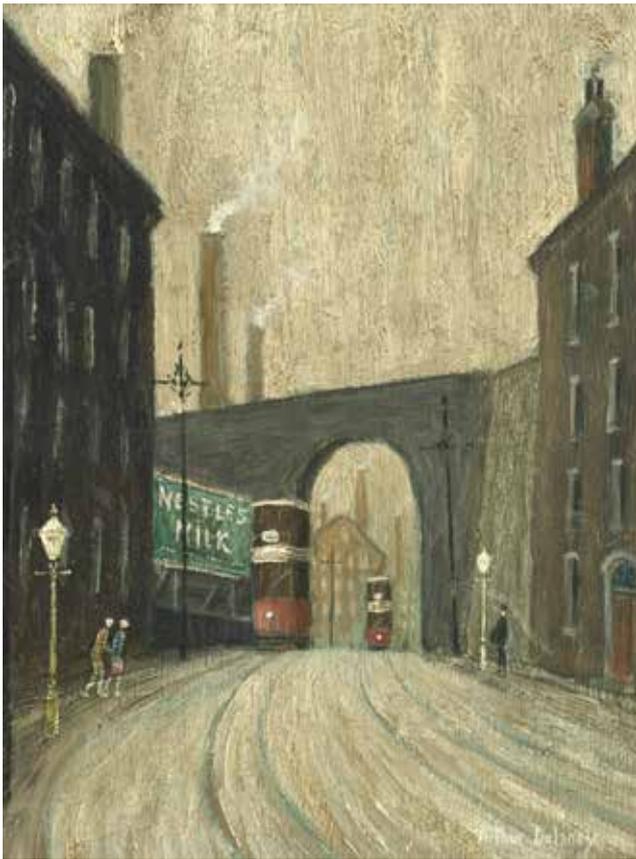
US\$2,600 - 3,900

Provenance

Acquired by the family of the present owner in Manchester in the mid-1970s, and thence by descent
Private Collection, U.K.



96



97

97 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

Old Bridge with Trams

signed 'Arthur Delaney' (lower right); further signed and titled 'OLD BRIDGE/with TRAMS/A Delaney' (on panel verso)

oil on panel

25.5 x 19.5cm (10 1/16 x 7 11/16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Provenance

Acquired by the family of the present owner in Manchester in the mid-1970s, and thence by descent

Private Collection, U.K.

98 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

Trams and Mills

signed 'Arthur Delaney' (lower left); further signed and titled "'TRAMS & MILLS"/A Delaney' (on panel verso)

oil on panel

26 x 20cm (10 1/4 x 7 7/8in).

£2,000 - 3,000

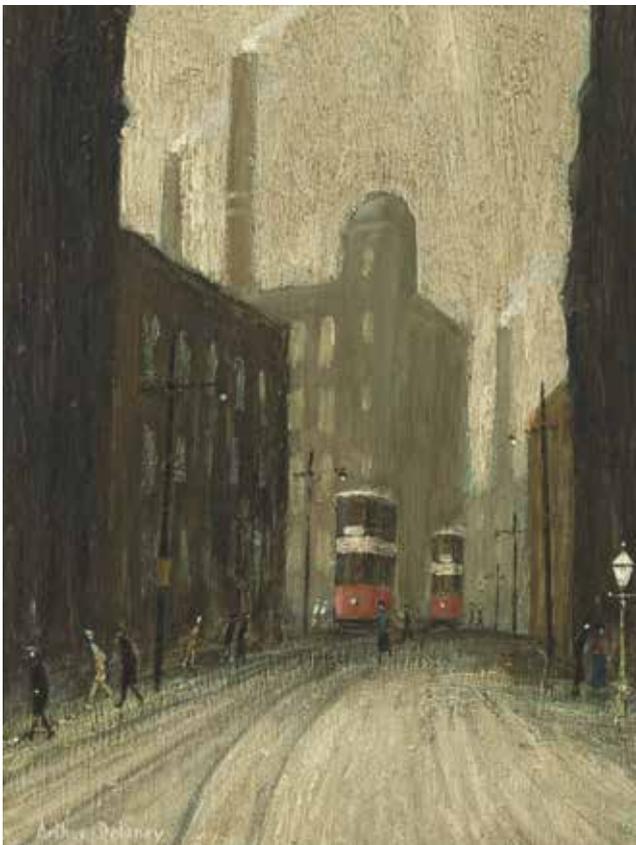
€2,300 - 3,400

US\$2,600 - 3,900

Provenance

Acquired by the family of the present owner in Manchester in the mid-1970s, and thence by descent

Private Collection, U.K.



98



99

99 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

People in Albert Square

signed 'A. Delaney' (lower right); further signed and titled "'PEOPLE IN ALBERT SQ"/A. Delaney' (on panel verso)

oil on panel

24.5 x 10cm (9 5/8 x 3 15/16in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

Provenance

Acquired by the family of the present owner in Manchester in the mid-1970s, and thence by descent
Private Collection, U.K.

100 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

A City Street

signed 'Arthur Delaney' (lower right); further signed and titled "'A City STREET"/A. Delaney' (on panel verso)

oil on panel

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

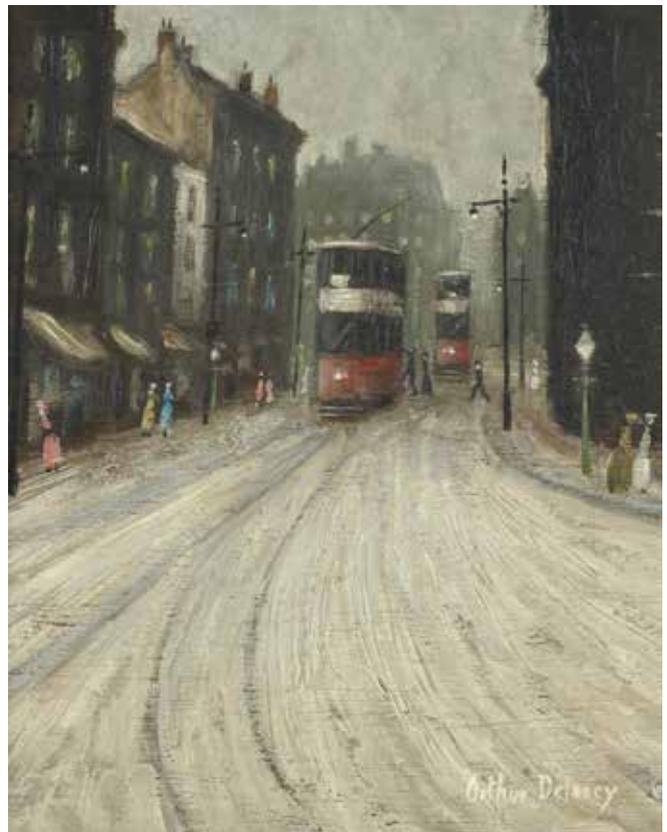
£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

Provenance

Acquired by the family of the present owner in Manchester in the mid-1970s, and thence by descent
Private Collection, U.K.



100



101 AR

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

'You haven't seen our Brian have you Terry?' signed, dated and inscribed 'braaq 76 F.B.A "ANN"' (lower left)

oil on board

29.5 x 40cm (11 5/8 x 15 3/4in).

£5,000 - 7,000

€5,700 - 8,000

US\$6,500 - 9,000

Provenance

With Shepherds Gallery, Windermere, where acquired by the present owner Private Collection, U.K.

101

102 AR

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

Ger Off!

signed and dated 'braaq 76 F.B.A. "ANN"' (lower left)

oil on panel

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

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700



102



103 AR

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

View of a Boating Pond with Figures

signed 'braaq "ANN"' (lower right)

oil on canvas

70 x 90.5cm (27 9/16 x 35 5/8in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

Sale; Bonhams, Knightsbridge, 14 June 2005, lot 59, where acquired

by the present owner

Private Collection, U.K.



104 AR

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

Snowy Liverpool Street Scene
signed 'braaq "ANN"' (lower right)
oil on board
45.5 x 61cm (17 15/16 x 24in).

£6,000 - 8,000

€6,900 - 9,100

US\$7,700 - 10,000

Provenance

With Dolfinn Gallery, Marple
Private Collection, U.K.

105 AR

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

The Canal
signed, dated and inscribed 'braaq 76 F.B.A.
"ANN"' (lower left)
oil on panel
30.5 x 41cm (12 x 16 1/8in).

£5,000 - 7,000
€5,700 - 8,000
US\$6,500 - 9,000

Please note that the present work is offered together with a copy of the original purchase receipt.

Provenance

With Shepherds Gallery, Windermere, where acquired by the present owner in 1976
Private Collection, U.K.

Exhibited

Windermere, Shepherds Gallery, *Braaq at Shepherds Gallery*, 11 June-11 July 1976, cat.no.28



105

106 AR

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

I'm Not Playing With Them
signed, inscribed and dated 'braaq 76 F.B.A.
"ANN"' (lower right); further signed, titled and dated 'I'm not playing with them/braaq 76'
(on frame verso)
oil on board
28.5 x 39cm (11 1/4 x 15 3/8in).

£4,000 - 6,000
€4,600 - 6,900
US\$5,200 - 7,700

Provenance

Acquired by the family of the present owner circa the late 1970s or early 1980s in Harrogate, and thence by descent
Private Collection, U.K.



106



107

107 * AR

OSCAR NEMON (BRITISH, 1906-1985)

Married Love
signed 'Nemon' (on reverse)
bronze resin with a green patina
74cm (29 1/8in) length
Conceived circa 1978

£4,000 - 6,000
€4,600 - 6,900
US\$5,200 - 7,700

Provenance

The Artist, from whom acquired directly by the family of the present owner in 1978
Private Collection, Canada

Literature

The Sunday Telegraph, 12 March 1978
(ill.b&w)

Married Love is based on Oscar Nemon's famous sculpture of Churchill at Westerham Green, near Chartwell, which features the statesman in a similar seated pose. In the present work, Churchill is joined by his wife Clementine, who praised Nemon's earlier sculpture of her husband: 'That is how I see him and that is how I love him'. After her husband's death, Clementine sat for Nemon at her flat in Princes Gate, which resulted in the present sculpture. Larger versions of the present work, cast in bronze, are at Chartwell, Kent and in Kansas City, Missouri.



108

108 AR

ENZO PLAZZOTTA (ITALIAN, 1921-1981)

Spirit of Freedom
stamped and numbered 'Plazzotta 95' and stamped with foundry mark (on the side of the base)
bronze

32.5cm (12 13/16in) high, excluding base
Conceived in 1981, the present work is from the open edition

£1,200 - 1,800
€1,400 - 2,100
US\$1,500 - 2,300

Provenance

Gillie Plazzotta, the Artist's wife, from whom acquired by the present owner circa 1981
Private Collection, U.K.

Literature

Carol Plazzotta and Richard O'Connor, with an introduction by Max Wykes-Joyce, *Enzo Plazzotta, A Catalogue Raisonné*, Trefoil Books Ltd, London, 1986, cat.no.329
(ill.b&w p.171)

109 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Third Portrait of Jackie (Ragamuffin)
signed 'EPSTEIN' (at base of neck)

bronze

22.5cm (8 7/8in) high

Conceived in 1939

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Provenance

The Artist, by whom gifted to Abel Giandolini, the owner of The Ivy restaurant, 12 May 1948, and thence by descent Private Collection, Milan

Exhibited

Leicester Galleries, London, *Fame and Promise*, 1942, cat.no.144 (another cast)

Leicester Galleries, London, *Catalogue of an exhibition of 'Girl with the Gardenias' and other recent sculpture by Jacob Epstein*, May-June 1944, cat.no.17 (as *Ragamuffin*, another cast)

Leicester Galleries, London, 1968 (another cast)

Literature

Robert Black, *The Art of Jacob Epstein*, New York and Cleveland, 1942, no.242 (as *Fifth portrait*, dated 1938, another cast)

Richard Buckle, *Jacob Epstein Sculptor*, The World Publishing Company, Cleveland, 1963, (ill.b&w pl.391, another cast)

E.P. Schinman and B.A. Schinman (eds.), *Jacob Epstein. A Catalogue of the Collection of Edward P. Schinman*, Farleigh Dickinson University Press, 1970, p.107 (ill., another cast)

Evelyn Silber, *The Sculpture of Epstein with a Complete Catalogue*, Phaidon Press Limited, Oxford, 1986, cat.no.309 (ill.b&w p.188) (another cast)

The present work was gifted by Epstein to Abel Giandolini, the owner of The Ivy restaurant. Founded in 1917 by Giandolini, a young Italian emigré with ambitions to create one of London's best restaurants, The Ivy became a favourite haunt of both artists and actors, as well as the great and good of the day such as Winston Churchill and Duff and Diana Cooper. It is easy to imagine that the present work may have been gifted to Giandolini to settle a bill at the restaurant.

110 AR

JOHN RATTENBURY SKEAPING R.A. (BRITISH, 1901-1980)

Greyhound

signed, dated and numbered 'JOHN SKEAPING 76/ 19/20' (on base)

bronze

39cm (15 3/8in) length

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Literature

Taste & beauty in three dimensions: Paul Mellon and British sculpture, Yale Center for British Art, New Haven, Connecticut, 2002, p.6, cat.no.24

Another cast of the present work is in the Paul Mellon Collection, Yale Centre for British Art, New Haven, Connecticut.





111

111 AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

The Pink Dress

signed with initials 'BD' (lower left); further twice signed and titled 'BERNARD DUNSTAN/THE PINK DRESS' (on board verso and on Artist's label attached to the reverse of the frame)

oil on board

40.5 x 29cm (15 15/16 x 11 7/16in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

Provenance

Acquired by the family of the present owner and thence by descent Private Collection, U.K.

112 AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

Female Nude

signed with initials 'BD' (lower left)

oil on board

26 x 23.5cm (10 1/4 x 9 1/4in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

113 AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

Head of a Girl

signed with initials 'BD' (lower left)

oil on canvas, laid on board

28.5 x 21.5cm (11 1/4 x 8 7/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Exhibited

London, New English Art Club



112



113

114 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

Model Resting

signed with initials 'BD' (lower left)

oil on board

30 x 41cm (11 13/16 x 16 1/8in).

together with a further oil painting, 'Council Meeting, Royal Academy', by the same hand (2)

£1,800 - 2,500

€2,100 - 2,900

US\$2,300 - 3,200

Provenance

Acquired by the family of the present owner and thence by descent
Private Collection, U.K.

115 * AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

Dressing, Dark Morning

signed with initials 'BD' (lower left)

oil on canvasboard

36.5 x 24.5cm (14 3/8 x 9 5/8in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

With Thomas Agnew & Sons Ltd, London, where acquired by the present owner circa the 1980s
Private Collection, U.K.

Exhibited

London, The Mall Galleries, *New English Art Club: 138th Exhibition*, 31 October-10 November 1985, cat.no.79

116 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

The Siesta II

signed with initials 'BD' (lower left);

further signed, titled, inscribed and dated

'BERNARD DUNSTAN/THE SIESTA II/
(RONDA)/6.75' (on canvasboard verso)

oil on canvasboard

29 x 30cm (11 7/16 x 11 13/16in).

£1,000 - 2,000

€1,100 - 2,300

US\$1,300 - 2,600

Provenance

With Stremmel Galleries Ltd, Nevada



114 (one of two)



115



116



117

117 AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

Dismantling of the San Marco Horses Exhibition, 1979
signed with initials 'BD' (lower left); further signed with initials, titled, inscribed and dated 'DISMANTLING OF THE/SAN MARCO HORSES/EXHIBITION, 1979/1981/B.D. 51' (on canvas verso)
oil on canvas
75 x 62cm (29 1/2 x 24 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

Commissioned from the Artist in 1981
Private Collection, U.K.

Please note that the present work is offered together with copies of letters from the Artist relating to the commission.

118 AR

FRANCIS HOYLAND (BRITISH, BORN 1930)

Nude and Busts
signed with initials 'FH.' (lower right)
oil on panel
30.5 x 35.5cm (12 x 14in).

£700 - 1,000
€800 - 1,100
US\$900 - 1,300

Provenance

With Austin/Desmond Fine Art, London, where acquired by the present owner
Private Collection, U.K.



118

119 AR

SIR QUENTIN BLAKE (BRITISH, BORN 1932)

Old and Young II
signed 'Quentin Blake' (lower right)
watercolour and pen and ink
39 x 56cm (15 3/8 x 22 1/16in).
Painted in 2009-12

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

With Marlborough Fine Art, London, where acquired by the present owner
Private Collection, U.K.



119



120

120 AR

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

The Rajasthani
signed 'Ken Howard.' (lower right)
oil on canvas
102 x 122cm (40 3/16 x 48 1/16in).
Painted in 1995

£4,000 - 6,000
€4,600 - 6,900
US\$5,200 - 7,700

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 4 June-13 August 1995, cat.no.250

121 AR

ROBERT O. LENKIEWICZ (BRITISH, 1941-2002)

Portrait of Barbara
signed 'Lenkiewicz' (lower right)
oil on canvas
61 x 51cm (24 x 20 1/16in).
Painted in 1977

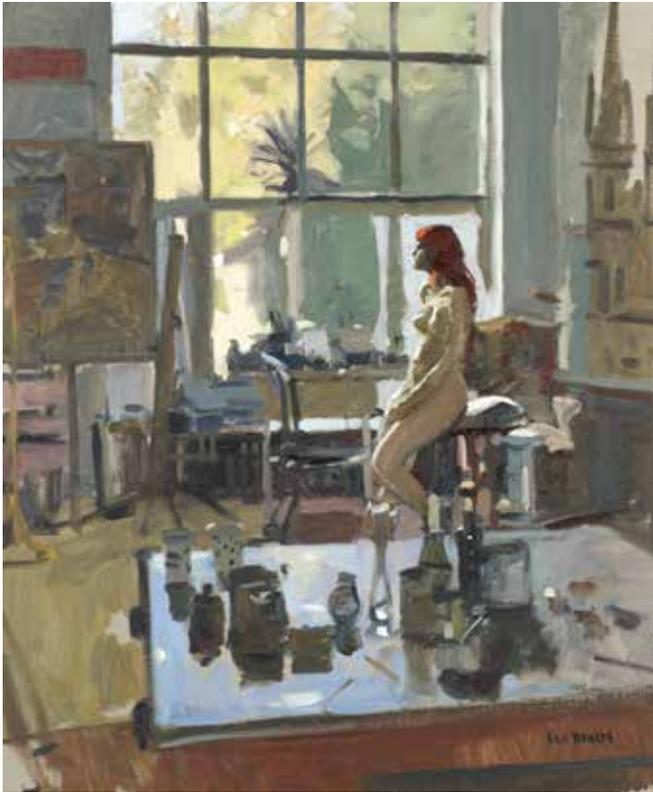
£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

Commissioned from the Artist by the family of the present owner in 1977
Private Collection, U.K.



121



122

122 AR

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

Nude in the Studio

signed 'Ken Howard' (lower right)

oil on canvas

60.5 x 50.5cm (23 13/16 x 19 7/8in).

Painted in 2011

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

123 AR

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

Sarah with a Yellow Fan

signed 'Ken Howard' (lower left)

oil on canvas

57.5 x 48cm (22 5/8 x 18 7/8in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

Provenance

Sale; Christie's, South Kensington, 3 June 1993, lot 208



123



124 AR

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

Artist and Model

signed 'Ken Howard' (lower right)

oil on canvas

101 x 122cm (39 3/4 x 48 1/16in).

Painted in 1998-99

£8,000 - 12,000

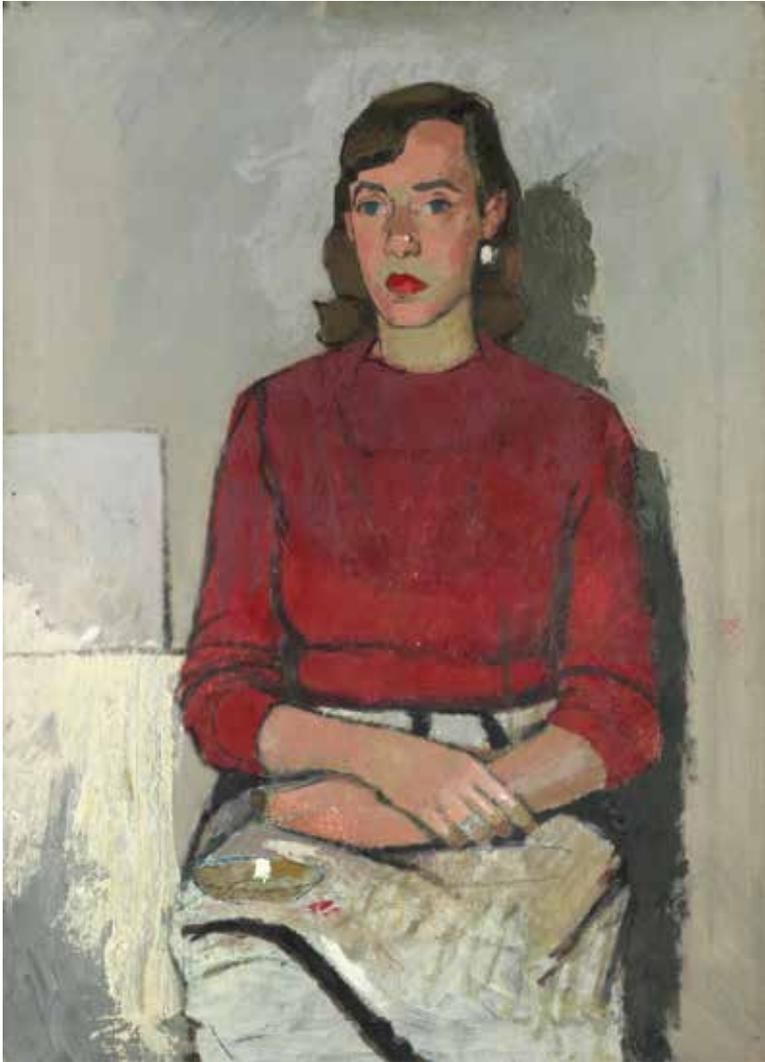
€9,100 - 14,000

US\$10,000 - 15,000

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 7 June-15

August 1999, cat.no.960



125 ^{AR}

**CHRISTOPHER CHAMBERLAIN
(BRITISH, 1918-1984)**

Heather in Red Top
oil and crayon on canvas
91.5 x 67cm (36 x 26 3/8in).
(unframed)

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Provenance

The Estate of the Artist

126 ^{AR}

**CHRISTOPHER CHAMBERLAIN
(BRITISH, 1918-1984)**

Car Park Playground
oil on board
35.5 x 56cm (14 x 22 1/16in).

£700 - 1,000

€800 - 1,100

US\$900 - 1,300

Provenance

The Estate of the Artist

125



126

127 AR

HEATHER COPLEY (BRITISH, 1918-2001)

Halifax Parish Church
signed and dated 'HEATHER COPLEY
56' (lower left); further signed, titled and
inscribed with Artist's address 'HEATHER
COPLEY/402 FULHAM ROAD S.W.6/
FULHAM 2893/(HALIFAX PARISH/CHURCH)'
(on Artist's label attached to the reverse)
oil on board
60 x 90.5cm (23 5/8 x 35 5/8in).
(unframed)

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

The Estate of the Artist



127

128 AR

HEATHER COPLEY (BRITISH, 1918-2001)

View from a Window, Fulham Road
signed and dated 'Heather Copley 1957'
(lower right); further signed and inscribed
'HEATHER COPLEY/402 FULHAM RD
S.W.6' (on Artist's label attached to the
reverse)
oil on board
76.5 x 101.5cm (30 1/8 x 39 15/16in).
(unframed)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Estate of the Artist



128



129 ^{AR}
MARY POTTER (BRITISH, 1900-1981)

Old Wall
 signed and dated 'Mary Potter/77' (on
 canvas verso)
 oil on canvas
 46 x 76cm (18 1/8 x 29 15/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance
 Sale; Bonhams, Knightsbridge, 2 June 2015,
 lot 130, where acquired by the present owner
 Private Collection, U.K.

129

130 ^{AR}
OLWYN BOWEY R.A. (BRITISH, BORN 1936)

In the Potting Shed
 signed 'Olwyn Bowey' (lower right)
 oil on board
 45 x 63.5cm (17 11/16 x 25in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500



130



131 AR

WINIFRED NICHOLSON (BRITISH, 1893-1981)

Kate in her Cradle

oil on canvas

46.5 x 55.5cm (18 5/16 x 21 7/8in).

Painted circa 1929-30

£7,000 - 10,000

€8,000 - 11,000

US\$9,000 - 13,000

Provenance

The Artist, from whom acquired by the family of the present owner,

and thence by descent

Private Collection, U.K.

Exhibited

London, Crane Kalman Gallery, *Two Lyrical Painters - Winifred Nicholson and Mary Newcomb*, 17 May-24 June 2001

Winifred and Ben Nicholson's second child, Kate, was born at Banks Head, Cumberland in 1929. The present work is thought to have been painted in France, when Winifred visited with her family in the spring of 1930.

We are grateful to Jovan Nicholson for his assistance in cataloguing this lot.



132

132 AR

BILLIE WATERS (BRITISH, 1896-1979)

Flower Piece
signed 'BILLIE WATERS' (lower right); further
signed, titled and inscribed 'MISS BILLIE
WATERS/FLOWER PIECE/23 OAKLEY ST/
CHELSEA SW3 (on frame verso)
oil on canvas
51 x 61cm (20 1/16 x 24in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Exhibited

London, Royal Institute Galleries, *Society of
Women Artists*, 1950, cat.no.579

133 AR

**MARGARET THOMAS N.E.A.C. (BRITISH,
1916-2016)**

The John Gay Bowl
signed with monogram (lower left)
oil on board
29 x 36.5cm (11 7/16 x 14 3/8in).

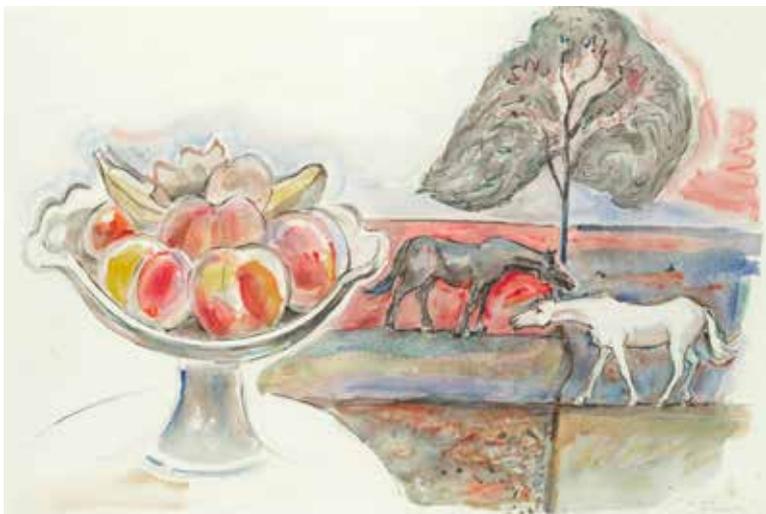
£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

Private Collection, by whom gifted to the
present owner
Private Collection, U.K.



133



134

134 AR

**MICHAEL ROTHENSTEIN (BRITISH,
1908-1993)**

Still Life with Landscape Beyond
signed and dated 'Michael/
Rothenstein/1982' (lower right)
watercolour, ink and pencil
60 x 90cm (23 5/8 x 35 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist, from whom acquired directly by
the family of the present owner and thence
by descent
Private Collection, U.K.



135 AR

**WILLIAM BOWYER R.A., R.W.S., R.P.,
N.E.A.C. (BRITISH, 1926-2015)**

Daisies in Walberswick
signed and dated 'William Bowyer 07' (lower
right)
oil on canvas
71 x 91cm (27 15/16 x 35 13/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With The Sheen Gallery, London, where
acquired by the present owner in 2008
Private Collection, U.K.

135

136 AR

**WILLIAM BOWYER R.A., R.W.S., R.P.,
N.E.A.C. (BRITISH, 1926-2015)**

Vase of Flowers on Studio Table
signed and dated 'William Bowyer 88' (lower
right)
oil on canvas
71 x 66cm (27 15/16 x 26in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Jonleigh Gallery, Guildford, where
acquired by
David McCleave, Esq., March 1988
Sale; Bonhams, Knightsbridge, 20
September 2011, lot 121, where acquired by
the present owner
Private Collection, U.K.



136



137

137 AR

**LEONARD ROSOMAN O.B.E., R.A.
(BRITISH, 1913-2012)**

Tavern Tables and Chairs
signed 'Leonard Rosoman' (lower right)
oil on canvas
61 x 91cm (24 x 35 13/16in).

£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500

Provenance

Acquired by the family of the present owner circa the 1960s, and thence by descent Private Collection, U.K.



138

138

**PATRICK WILLIAM ADAM R.S.A.
(BRITISH, 1854-1929)**

Corner of the Artist's Drawing Room
oil on canvas, laid on panel
59 x 36cm (23 1/4 x 14 3/16in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,500 - 2,300

Provenance

Sale; Bonhams, Knightsbridge, 15 March 2016, lot 128, where acquired by the present owner Private Collection, U.K.



139

139 AR

**SUSAN RYDER R.P., N.E.A.C. (BRITISH,
BORN 1944)**

The Tea Table
signed 'Ryder' (lower left)
oil on canvas
81.5 x 101.5cm (32 1/16 x 39 15/16in).
Painted in 1993

£1,200 - 1,800
€1,400 - 2,100
US\$1,500 - 2,300

Provenance

With Brian Sinfield, Burford



140 AR

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

Tropical Flowers
signed 'Dod Procter' (lower right); further signed and titled 'Tropical
Flowers/by/Dod Procter' (on canvas verso)
oil on canvas
50.5 x 51cm (19 7/8 x 20 1/16in).

£4,000 - 6,000
€4,600 - 6,900
US\$5,200 - 7,700

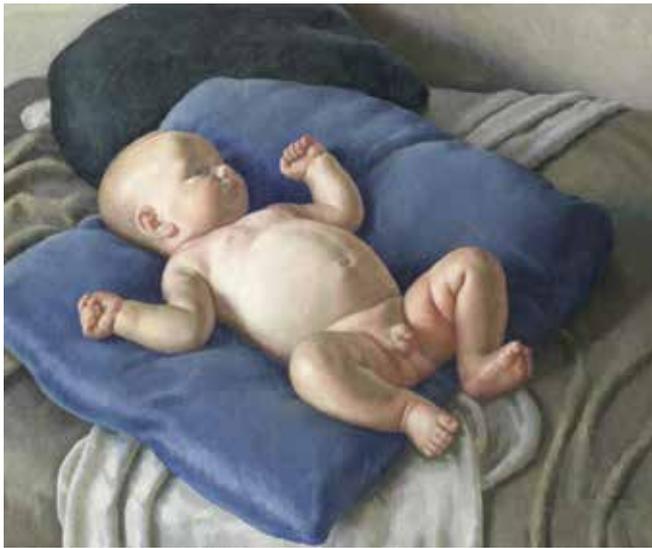
Provenance

Acquired from the 1967 Royal Academy exhibition by the family of
the present owner, and thence by descent
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 29 April-30 July
1967, cat.no.459

Dod Procter travelled widely, and began visiting Jamaica regularly in
the 1950s, where the present work was painted. She also painted
many portraits of Jamaican children during her visits there.



141

141 AR

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

First Born
signed and dated 'Dod Procter/1925' (lower right)
oil on canvas
64.5 x 76.5cm (25 3/8 x 30 1/8in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

Sale; Bonhams, Knightsbridge, 22 March 2001, lot 30, (as *Baby Boy*)
With Messum's, London, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Messum's, *Twentieth Century British Art*, Autumn 2006, cat. no.12

142 AR

LAURA MATTHEWS (BRITISH, BORN 1964)

B's Bowl and Flowers
signed with initials 'LM' (lower right)
oil on canvas
40.5 x 40.5cm (15 15/16 x 15 15/16in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

With New Grafton Gallery, London, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *Laura Matthews*, 25 May-10 June 1995, cat.no.5



142

143 AR

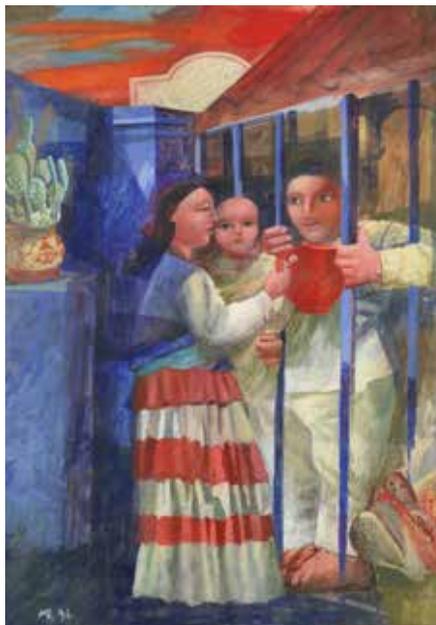
MICK ROONEY R.A. (BRITISH, BORN 1944)

Behind Bars With Cactus
signed with initials and dated 'MR 92' (lower left)
oil on paper, laid on board
90 x 64.5cm (35 7/16 x 25 3/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

Sale; Christie's, South Kensington, 18 February 2014, lot 291, where acquired by the present owner
Private Collection, U.K.



143



144

144 AR

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

Melons

signed and dated 'BRATBY 8 61' (lower left)

oil on canvas

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

(unframed)

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Provenance

Sale; Christie's South Kensington, 25 July 1996, lot 284, where acquired by the present owner
Private Collection, U.K.

145 AR

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

Self Portrait with Jean Bratby in Two Outfits

signed 'John Bratby' (upper right); further signed and dated '1975

John Bratby' (on stretcher bar)

oil on canvas

122 x 91cm (48 1/16 x 35 13/16in).

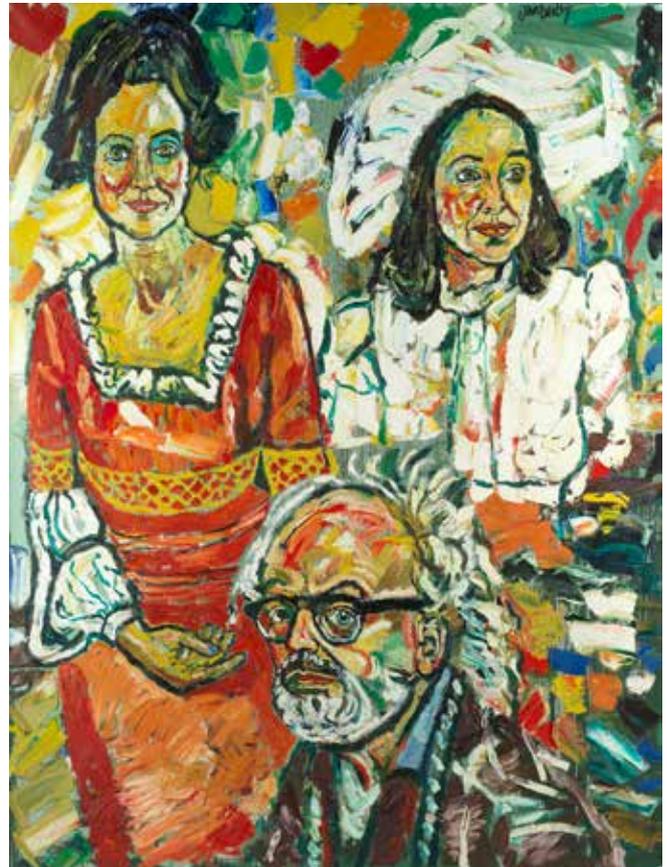
£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Provenance

The Artist, from whom acquired directly by the present owner
Private Collection, U.K.



145

James Lloyd

(British, 1905-1974)

James Lloyd was born in Cheshire, and as a young man held a number of different jobs, before taking up painting in later life; after working on the family farm, he went on to work as a policeman, a gasworks stoker, bus conductor, builder's labourer and lamplighter. A self-taught painter whose intensely detailed pointillist paintings were made while sitting at the kitchen table, he received encouragement from Sir Herbert Read and John Berger, who visited the Artist at home in 1957, responding to an invitation from Lloyd's wife, Nancy.

1958 saw his first exhibition at London's Arthur Jeffress Gallery, and following the gallery's closure he then exhibited at the Portal Gallery from 1961. Critical appreciation followed, and in 1964 Lloyd was the subject of a BBC *Monitor* episode, titled 'The Dotty World of James Lloyd'. L. S. Lowry owned examples of the Artist's work, describing him in 1968 as 'the most important British naïve painter of today' (David Buckman, *Artists in Britain* since 1945, Vol.1, Art Dictionaries Ltd, Bristol, 2006, p.968).



146 AR

JAMES LLOYD (BRITISH, 1905-1974)

Waiting for a Friend
signed 'J LLOYD.' (lower left)
gouache on card
38 x 54cm (14 15/16 x 21 1/4in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Portal Gallery, London, where acquired by the present owner *circa* the 1980s Private Collection, U.K.

147 AR

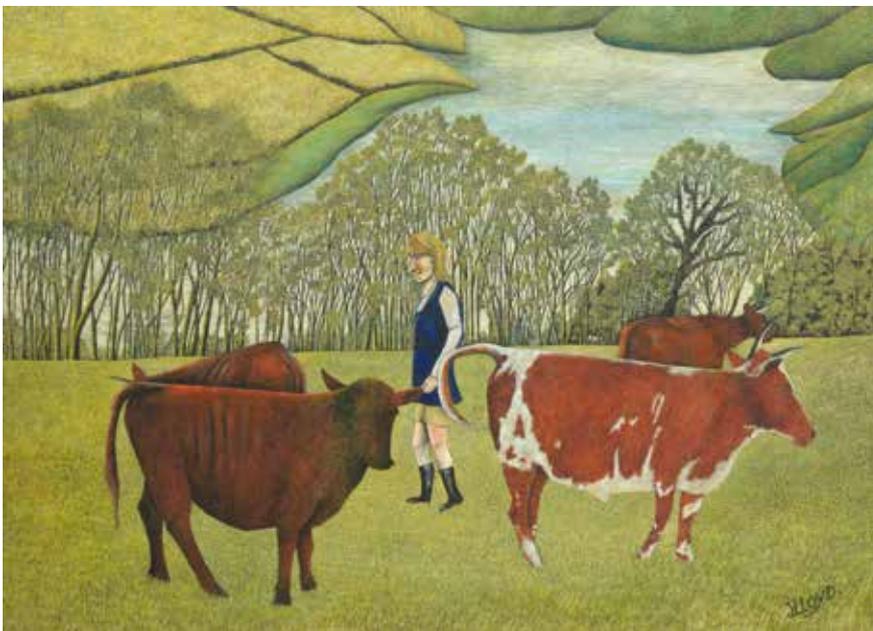
JAMES LLOYD (BRITISH, 1905-1974)

Girl with Cows
signed 'J LLOYD.' (lower right)
gouache on card
39.5 x 54.5cm (15 9/16 x 21 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Portal Gallery, London, where acquired by the present owner *circa* the 1980s Private Collection, U.K.



146

147

148 AR

JAMES LLOYD (BRITISH, 1905-1974)

Boy with Dog
signed 'J LLOYD' (lower right)
gouache on card
39.5 x 49.5cm (15 9/16 x 19 1/2in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Portal Gallery, London, where acquired
by the present owner *circa* the 1980s
Private Collection, U.K.



149 AR

JAMES LLOYD (BRITISH, 1905-1974)

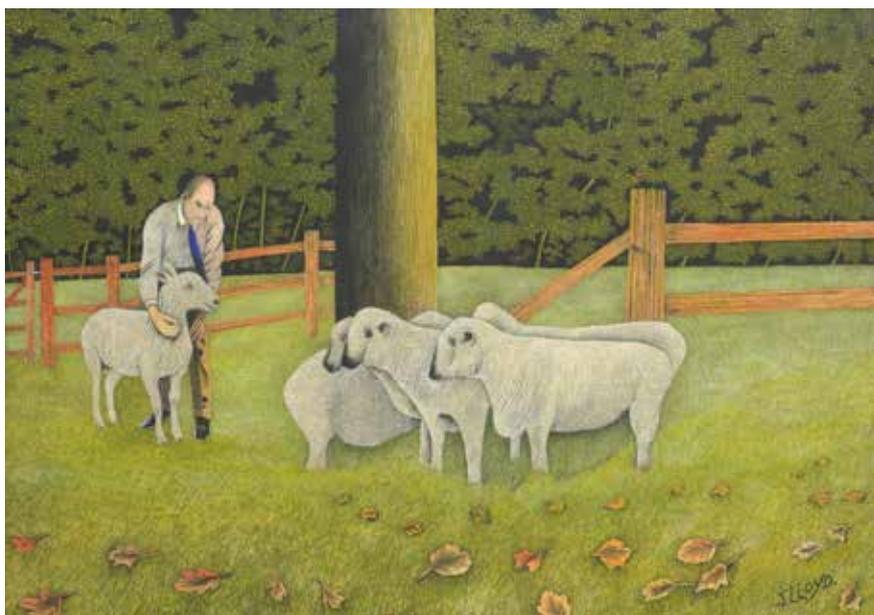
Man with Sheep
signed 'J LLOYD.' (lower right)
gouache on card
36.5 x 52.5cm (14 3/8 x 20 11/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Portal Gallery, London, where acquired
by the present owner *circa* the 1980s
Private Collection, U.K.

148



149



150

150 AR

VICTOR WILLING (BRITISH, 1928-1988)

Head II
signed 'Willing' (on canvas verso)
oil on canvas
40.5 x 45.5cm (15 15/16 x 17 15/16in).
Painted in 1985

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Bernard Jacobson Gallery, London,
where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Whitechapel Art Gallery, *Victor
Willing: A Retrospective exhibition 1952-82*, 6
June-20 July 1986, un-numbered catalogue

151 AR

CONROY MADDOX (BRITISH, 1912-2005)

Objects in a Landscape
signed and dated 'CONROY MADDOX 40'
(lower right)
watercolour and gouache
35.5 x 50cm (14 x 19 11/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Galerie Bel'Art, Stockholm, where
acquired by the previous owner in the late
1980s
Their sale; Christie's, South Kensington, 23
March 2017, lot 65, where acquired by the
present owner



151

152 AR

DESMOND MORRIS (BRITISH, BORN 1928)

The Admirer
signed with monogram and dated '15' (lower right); further signed with monogram and dated '12 NOV 2015' (verso)
acrylic, gouache and pen and ink
29.5 x 41cm (11 5/8 x 16 1/8in).
(unframed)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist, from whom acquired directly by the present owner
Private Collection, U.K.

The present work will appear in Silvano Levy's forthcoming third volume of the *Desmond Morris Analytical Catalogue Raisonné* as cat.no.2015/28.



152

153 AR

DESMOND MORRIS (BRITISH, BORN 1928)

Important Figure
signed with monogram and dated '88' (lower left)
oil, ink and watercolour
29.5 x 21cm (11 5/8 x 8 1/4in).
(unframed)

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by the present owner
Private Collection, U.K.

Literature

Silvano Levy, *Desmond Morris: Analytical Catalogue Raisonné 1944-2000*, Petraco-Pandora, Antwerp, 2001, cat.no.1988/63, p.338 (col.ill.)



153



154

154 ^{AR}

FRED YATES (BRITISH, 1922-2008)

Flowerbed in Summer
signed 'FRED YATES' (lower right); stamped
twice with studio stamp (on canvas verso
and on stretcher bar)
oil on canvas
60 x 73cm (23 5/8 x 28 3/4in).

£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500



155

155 ^{AR}

FRED YATES (BRITISH, 1922-2008)

Garden Scene
oil on board
35 x 45cm (13 3/4 x 17 11/16in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,500 - 2,300

156 ^{AR}

FRED YATES (BRITISH, 1922-2008)

Boat at Anchor
signed 'FRED/YATES' (lower left)
oil on canvas
27.5 x 35cm (10 13/16 x 13 3/4in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900



156

157 AR

FRED YATES (BRITISH, 1922-2008)

Fishing Boats at Mevagissey
signed 'FRED YATES' (lower right)
oil on board
40 x 50.5cm (15 3/4 x 19 7/8in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

Provenance

Sale; Bonhams, Knightsbridge, 21 November
2006, lot 144
Private Collection, U.K.



157

158 AR

FRED YATES (BRITISH, 1922-2008)

The Shooting Gallery of the Amusement
Arcade, St Ives
signed 'FRED/YATES' (centre right edge)
oil on board
25 x 50cm (9 13/16 x 19 11/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Acquired by the present owner in St Ives,
circa 1990
Private Collection, U.K.



158

159 AR

FRED YATES (BRITISH, 1922-2008)

Cornish Waterfront
signed 'FRED YATES' (lower right)
oil on canvas
40.5 x 76cm (15 15/16 x 29 15/16in).
(unframed)

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

Provenance

Private Collection, Belgium



159



160 AR

RICHARD ADAMS (BRITISH, BORN 1960)

That Winter

pastel

49 x 59.5cm (19 5/16 x 23 7/16in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Provenance

With Brian Sinfield, Burford, where acquired by the present owner *circa* 2010
Private Collection, U.K.

160

161 AR

LINDA WEIR (BRITISH, BORN 1951)

St Ives

signed with initials and dated 'LW 08' (lower right)

oil on board

40 x 50cm (15 3/4 x 19 11/16in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500



161



162

162 AR

LINDA WEIR (BRITISH, BORN 1951)

Gentle Harbour, Marazion

signed with initials and dated 'LW 16' (lower right)

oil on canvasboard

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

£700 - 1,000

€800 - 1,100

US\$900 - 1,300

163 AR

SIMEON STAFFORD (BRITISH, BORN 1956)

St Michael's Mount
signed 'SIMEON' (lower left); further signed
and titled 'SIMEON St Michaels Mount'
(on the stretcher bar), also inscribed with a
skipping figure (on canvas verso)
oil on canvas
76 x 101.5cm (29 15/16 x 39 15/16in).

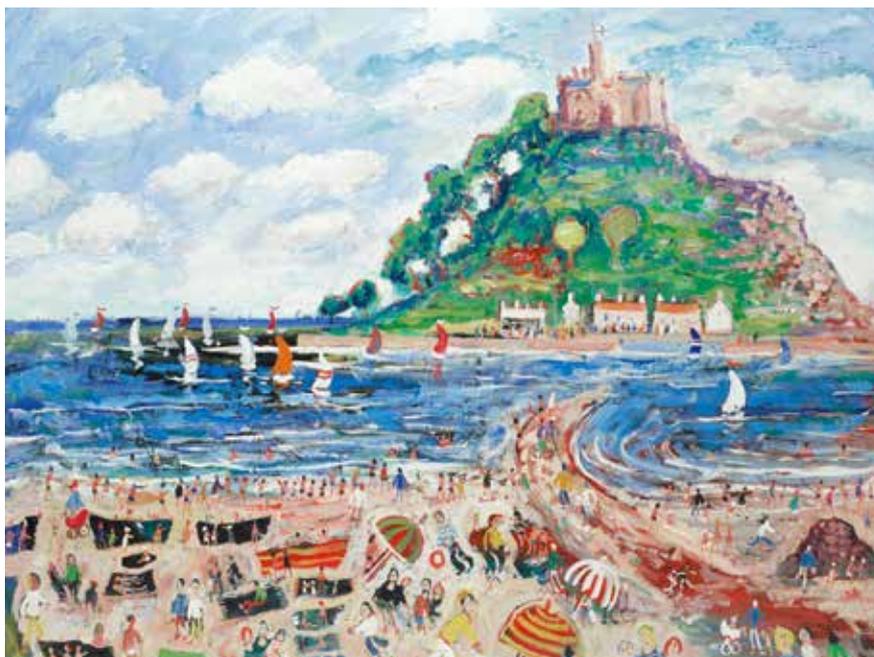
£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by
the present owner
Private Collection, U.K.



163

164 AR

SIMEON STAFFORD (BRITISH, BORN 1956)

Winter Scene
signed 'SIMEON' (lower right); further signed
and titled 'Winter Scene/SIMEON' (on canvas
verso)
oil on canvas
83.5 x 101cm (32 7/8 x 39 3/4in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by
the present owner
Private Collection, U.K.



164



165

165 AR

JOAN GILLCHREST (BRITISH, 1918-2008)

St Ives, Mackerel Boats
signed with initials 'JG' (lower right); further signed, titled and inscribed "'St Ives. Mackerel Boats.'/Joan Gillchrest/Old Hill Cottage./Mousehole.'" (on board verso)
oil on board
44 x 53cm (17 5/16 x 20 7/8in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

Acquired by the family of the present owner in St Ives in the 1970s, and thence by descent
Private Collection, U.K.

166 AR

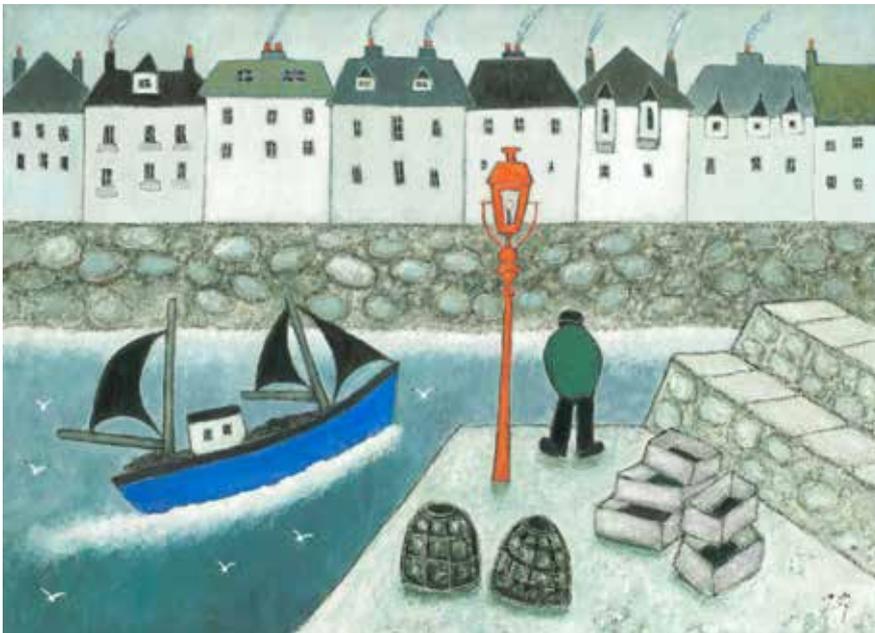
JOAN GILLCHREST (BRITISH, 1918-2008)

The Orange Lamp Post
signed with initials 'JG' (lower right)
oil on card, laid on board
36.5 x 50.5cm (14 3/8 x 19 7/8in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

Acquired by the family of the present owner in St Ives in the 1970s, and thence by descent
Private Collection, U.K.



166

167 AR

JOAN GILLCHREST (BRITISH, 1918-2008)

Wedding at Bradworthy
signed with initials 'JG' (lower right); dedicated, titled and further
signed 'To Simone/with love/Joan/Wedding at Bradworthy/Joan
Gillchrest' (on board verso)
oil on paper, laid on board
74.5 x 43cm (29 5/16 x 16 15/16in).

£4,000 - 6,000

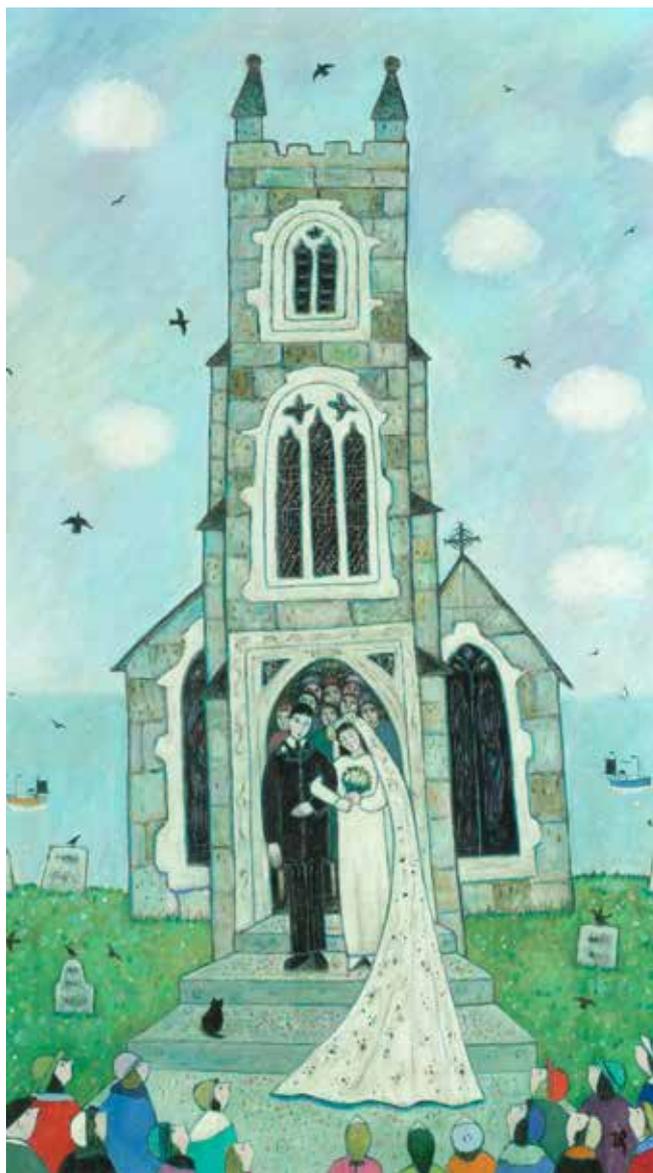
€4,600 - 6,900

US\$5,200 - 7,700

Provenance

The Artist, and thence by family descent

The present work depicts the wedding of one of the Artist's
grandchildren.



167



168

168 AR

JOAN GILLCHREST (BRITISH, 1918-2008)

Magnolia in Spring
signed with initials 'JG' (lower left)
oil on paper
24.5 x 17cm (9 5/8 x 6 11/16in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Provenance

The Artist, and thence by family descent

169 AR

BERYL COOK (BRITISH, 1926-2008)

Travelling Salesmen
signed 'B. Cook' (lower right)
oil and collage on board
60.5 x 76cm (23 13/16 x 29 15/16in).
Painted in 1981

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

With Portal Gallery, London, where acquired by the present owner in 1981
Private Collection, U.K.

Literature

Beryl Cook and Joe Whitlock Blundell (ed.), *Beryl Cook: The Bumper Edition*, Victor Gollancz, London, 2000, p.132 (col.ill., as *Motorway Café*).

'I like motorway cafés, especially since the food has improved so enormously. Have you tried the fried bread recently? I can recommend it. It must have been mid-morning that we called at this one, when businessmen and travellers pause for coffee and a look at the papers. The decorations have since been changed in here, and the large basketwork lampshades (the original reason for the painting) have sadly disappeared.'

(Beryl Cook, Beryl Cook and Joe Whitlock Blundell (ed.), *Beryl Cook: The Bumper Edition*, Victor Gollancz, London, 2000, p.132).





170

170

ROBERT HARDY (BRITISH, BORN 1952)

Figure Group
signed 'HARDY' (lower right); further signed, titled and dated
'FIGURE GROUP/HARDY/MAY 2017' and stamped with Artist's
stamp (on canvas verso)
oil on canvas
100 x 70cm (39 3/8 x 27 9/16in).

£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500

171 AR

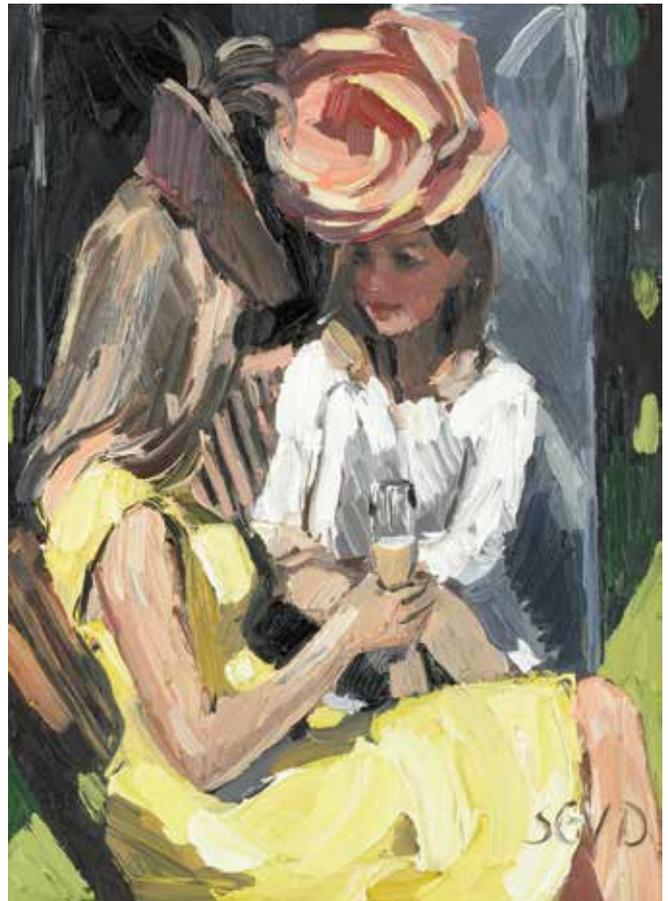
SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Ladies at Ascot
signed with initials 'SEVD' (lower right)
oil on board
20.5 x 15.5cm (8 1/16 x 6 1/8in).
Painted in 2011

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

The Artist, from whom acquired directly by the present owner
Private Collection, U.K.



171



172 AR

BERYL COOK (BRITISH, 1926-2008)

'Ullo Chéri
signed 'B. Cook' (lower right)
oil on board
50 x 43cm (19 11/16 x 16 15/16in).

£6,000 - 8,000

€6,900 - 9,100

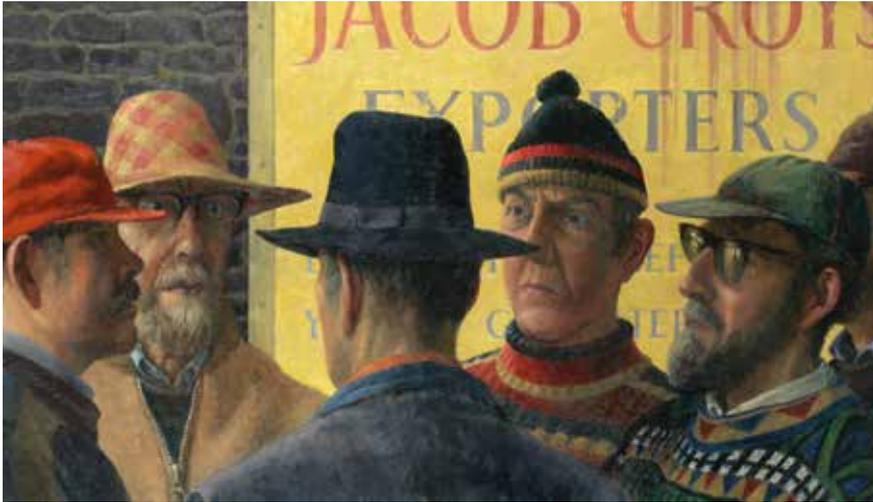
US\$7,700 - 10,000

Provenance

The Artist, from whom acquired directly by the family of the present owner, and thence by descent
Private Collection, U.K.

Literature

Beryl Cook and Joe Whitlock Blundell (ed.), *Beryl Cook: The Bumper Edition*, Victor Gollancz, London, 2000, p.193 (col.ill.)



173

173 AR

ROBERT SAWYERS A.R.C.A. (BRITISH, 1923-2002)

If the Cap Fits
oil on board

71 x 122cm (27 15/16 x 48 1/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

The Estate of the Artist

Born in Peckham, London, Robert Sawyers knew from a young age that he aspired to be an artist. He was accepted age 16 to the Beckenham School of Art, going on to study at the Royal College of Art from 1942. He later taught at Leeds College of Art and Middlesborough College of Art, going on to travel extensively – including to Jamaica and Cuba – and to teach in these exotic locations too. Artistically, he trod his own path, only accepting commissions for subjects he personally wanted to paint, focussing primarily on his own artistic fulfilment more than any commercial success. He exhibited at, amongst others, the Royal Academy of Arts, London and the New English Art Club. His witty and inventive compositions demonstrate a uniquely humorous artistic talent.



174

174 AR

ROBERT SAWYERS A.R.C.A. (BRITISH, 1923-2002)

Wonderful Copenhagen
signed with initials and dated 'RS/54' (lower right)

oil on board
91.5 x 121cm (36 x 47 5/8in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

The Estate of the Artist

Exhibited

Daily Express, *Daily Express Young Artists' Exhibition*, 1955



175 AR

PATRICK HUGHES (BRITISH, BORN 1939)

Dextrous Labyrinth
signed, titled and dated 'Dextrous Labyrinth/Patrick Hughes/1994'
(on backboard)
oil on shaped board
51.5 by 105.5 by 32cm (20 1/4 by 41 9/16 by 12 5/8in)

£7,000 - 10,000

€8,000 - 11,000

US\$9,000 - 13,000

Provenance

The Artist, from whom acquired directly by the present owner
circa 1994-95
Private Collection, U.K.

‘The magic of the reverspectives is that I have managed to create an art that comes alive. Each plane of the picture shrinks or expands to accommodate the movement of the onlooker, in perfect harmony, like a good dance partner.’

(Patrick Hughes)



176

176 AR

GUY TAPLIN (BRITISH, BORN 1939)

Heron

painted wood and metal

167cm (65 3/4in) high, including base

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Provenance

The Artist, from whom acquired directly by the present owner *circa* 1994

Private Collection, U.K.

177 AR

GUY TAPLIN (BRITISH, BORN 1939)

20 Shorebirds

signed and titled '20 SHOREBIRDS/By/GUY TAPLIN' (on underside of the base)

wood, metal and driftwood

60cm (23 5/8in) length

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Provenance

The Artist, from whom acquired directly by the present owner *circa* 1994

Private Collection, U.K.



177

178 AR

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

Zebras

signed and dated '-David Shepherd-63' (lower right)

oil on canvas

35.5 x 45.5cm (14 x 17 15/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500



178

179

LOUIS WILLIAM WAIN (BRITISH, 1860-1939)

The Board Meeting

signed 'Louis Wain.' (lower left)

gouache on card

27 x 40cm (10 5/8 x 15 3/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Provenance

Michael Parkin, from whom acquired by the family of the previous owner

Acquired from the above by the present owner



179



180

180 AR

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

Still Life of Fruit
signed and dated 'Fedden '09' (lower right)
oil on canvas
40.5 x 50.5cm (15 15/16 x 19 7/8in).

£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500

Provenance

The Artist, from whom acquired directly by the present owner



181

181 AR

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

Flowers in a Vase with Fig
signed and dated 'Fedden 1985' (lower left)
gouache and collage
18 x 16cm (7 1/16 x 6 5/16in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

Caroline Poole, by whom gifted to the family of the present owner
and thence by descent
Private Collection, U.K.



182

182 AR

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

Crow
signed and dated 'Fedden 1990' (lower left)
gouache
14 x 19cm (5 1/2 x 7 1/2in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist, from whom acquired directly by the family of the present
owner, and thence by descent
Private Collection, U.K.

183 AR

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

Yellow Lilies
signed and dated 'Fedden '07' (lower right); further signed and titled
'Mary Fedden/Yellow Lilies' (on Artist's label attached to the reverse)
oil on canvas
40 x 60cm (15 3/4 x 23 5/8in).

£6,000 - 8,000
€6,900 - 9,100
US\$7,700 - 10,000





184

184 ^{AR}

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

Boy Alone

signed 'Carel Weight' (lower right); also signed and titled 'Carel Weight/Boy alone' (on label attached to the reverse of the frame)
oil on board

60.5 x 50.5cm (23 13/16 x 19 7/8in).

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,600

Provenance

With Fieldborne Galleries, London, where acquired by the previous owner, and thence by descent
Private Collection, U.K.



185

185 ^{AR}

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

In the South

signed 'Carel Weight' (lower right)

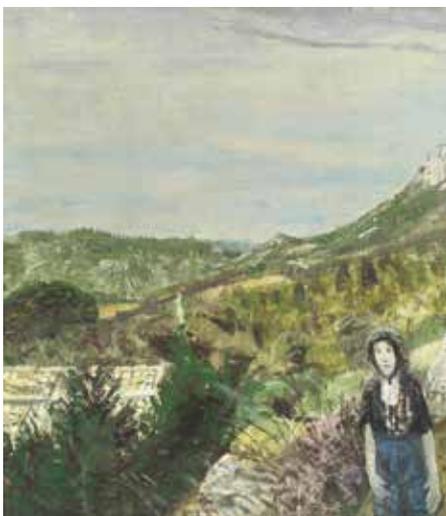
oil on board

44 x 35.5cm (17 5/16 x 14in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Leonie Jonleigh Studio, Guildford, where acquired by the family of the present owner in December 1976, and thence by descent
Private Collection, U.K.



186

186 ^{AR}

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

Provence

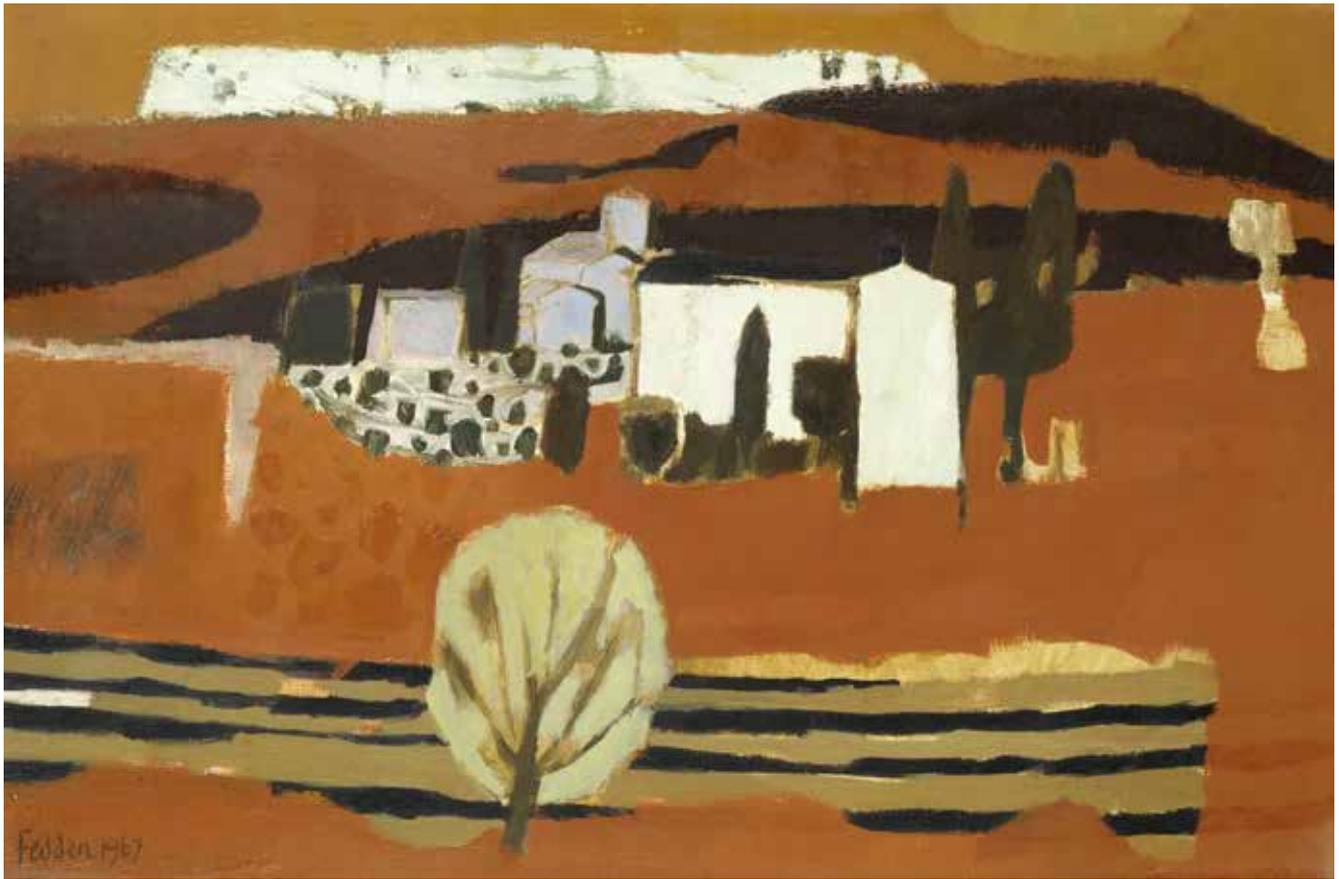
oil on canvas, laid on board

31.5 x 28.5cm (12 3/8 x 11 1/4in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

With The Zwemmer Gallery, London, where acquired by Mr Shemilt
Sale; Christie's, South Kensington, 13 December 1999, lot 170, where acquired by the present owner
Private Collection, U.K.



187 AR

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

Landscape

signed and dated 'Fedden 1967' (lower left)

oil on canvas

51 x 76cm (20 1/16 x 29 15/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

Reginald Woolley, and by descent

Gifted by the above to the present owner *circa* 2000

Private Collection, U.K.

The present work was originally in the collection of Reginald Woolley, a prominent theatre set designer and director, who worked as the resident designer at The Player's Theatre in London for half a century, as well as designing sets for Shakespeare productions at the Old Vic, and operatic sets for Sadler's Wells. He was instrumentally involved in Sandy Wilson's hit musical *The Boy Friend*, not only commissioning it but also designing the sets for its initial performances in London, as well as its subsequent transfer to the West End and then Broadway.



188 AR

KENNETH ARMITAGE (BRITISH, 1916-2002)

Family Going for a Walk
signed with initials and dated 'KA '51' (lower right)
gouache, ink and wash
36.5 x 46cm (14 3/8 x 18 1/8in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

Theo Moorman, by whom gifted to the family of the present owner and thence by descent Private Collection, U.K.

Exhibited

Wakefield, City Art Gallery, *Nineteenth West Riding Artist's Exhibition*, 8 November-24 December 1952

188

189 AR

KENNETH ARMITAGE (BRITISH, 1916-2002)

Figure Group
ink, wash and pencil
48 x 33cm (18 7/8 x 13in).

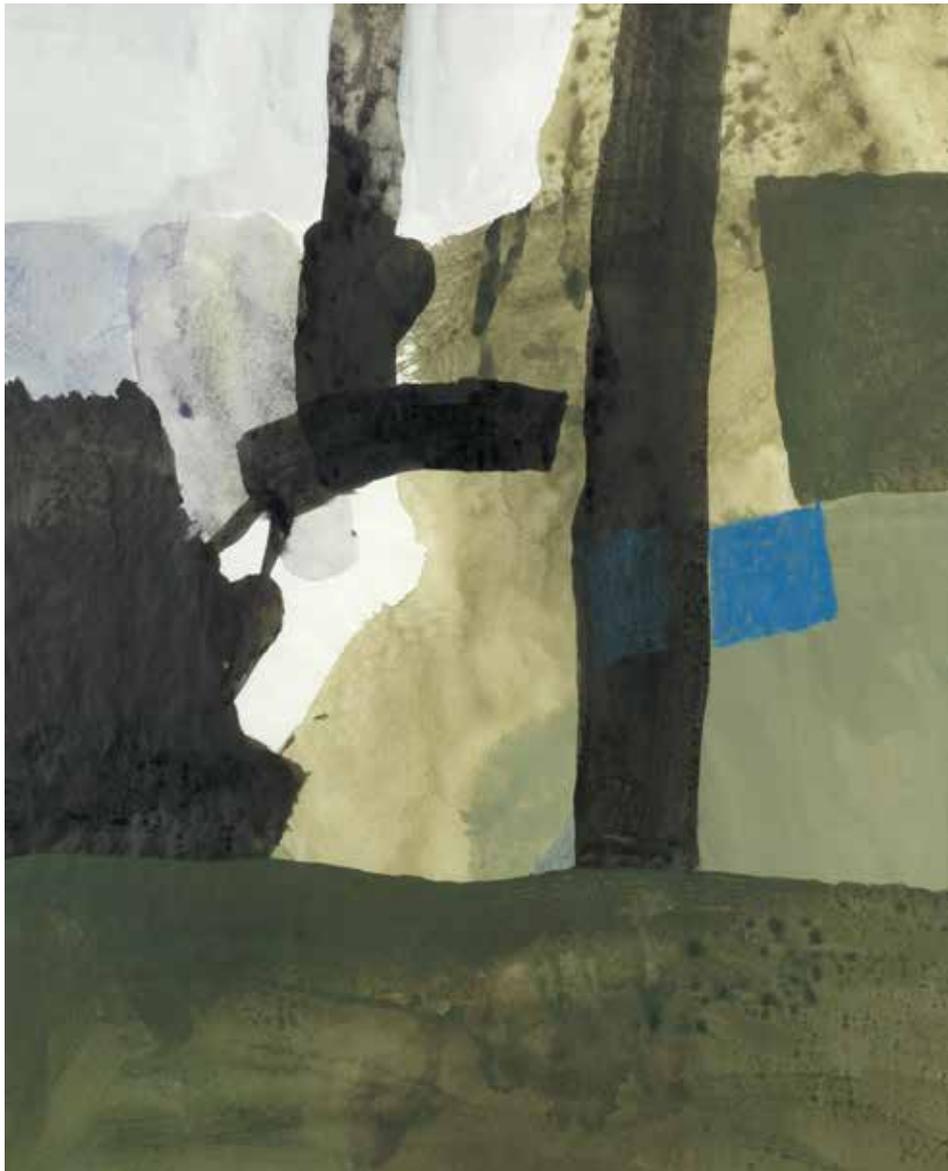
£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500

Provenance

The Estate of the Artist
Private Collection, U.K.



189



190 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Abstract Landscape
 stamped with studio stamp 'K.V.' (lower right)
 gouache, ink and oil pastel
 40 x 33cm (15 3/4 x 13in).
 Executed circa 1973-4

£6,000 - 8,000
€6,900 - 9,100
US\$7,700 - 10,000

Provenance

Acquired by the family of the present owner, and thence by descent
 Private Collection, U.K.

This late gouache was executed around 1973/74, when Vaughan was living and working for much of the time at his Harrow Hill cottage in Essex. At first glance it appears to be an abstract image, but on closer consideration we are able to make out the dark vertical bough of a tree, green and black hedges and undergrowth, the dark green sloping roof of a barn and, perhaps, a blue window. Throughout his career Vaughan had tried to achieve this synthesis between abstraction and figuration and many passages in his journal and studio notebooks discuss his objectives.

'Imagination is based always on observation; it is a summary of the evidence of the senses, intensified in the memory and carried forward one stage into the future where it stands as a revelation of the truth not yet achieved by the slower process of nature...the point of value lies in whether our own experience is enlarged by the distortion.'
 (Keith Vaughan quoted in Gerard Hastings, *Paradise Lost and Found: Keith Vaughan in Essex*, Pagham Press, 2016, p.45)

We are grateful to Gerard Hastings, whose new book on Keith Vaughan's graphic art will be published by Pagham Press later in the year, for compiling this catalogue entry.



191



192

191 AR

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

3 Spires

signed and dated 'Terry Frost 99' (lower right); further signed and titled '3 Spires/Terry Frost' (on board verso)

charcoal and canvas collage

31 x 42cm (12 3/16 x 16 9/16in).

£1,800 - 2,500

€2,100 - 2,900

US\$2,300 - 3,200

192 AR

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

Black and Yellow

signed and titled 'Black+ Yellow/Terry Frost' (on backboard)

acrylic and collage on card

25 x 25cm (9 13/16 x 9 13/16in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Provenance

With Thompson's Gallery, Aldeburgh, where acquired by the present owner circa 2005

Private Collection, U.K.



193 AR

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

Harbour

signed 'Frost.' (lower right)

oil on paper

28 x 37.5cm (11 x 14 3/4in).

Painted circa 1952

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

Provenance

With Osborne Samuel, London, where acquired by the present owner in 2007

Private Collection, U.K.



194



195





196

194 AR

MICHAEL CANNEY (BRITISH, 1923-1999)

Offshore
signed 'Michael Canney' (on backboard)
oil on board
24 x 24cm (9 7/16 x 9 7/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance
The Estate of the Artist

195 AR

MICHAEL CANNEY (BRITISH, 1923-1999)

Perconger, Scilly
signed 'Michael Canney' (on backboard)
oil on board
24 x 24cm (9 7/16 x 9 7/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance
The Estate of the Artist

196 AR

MICHAEL CANNEY (BRITISH, 1923-1999)

Untitled (Composition With Pink Square)
oil on canvas
49 x 64cm (19 5/16 x 25 3/16in).
Painted circa 1980
with a further abstract oil painting to the
reverse, by the same hand

£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500

Provenance
The Estate of the Artist



197 AR

SIR SIDNEY NOLAN (AUSTRALIAN, 1917-1992)

Shakespeare Sonnet no.127

oil on paper

62 x 50.5cm (24 7/16 x 19 7/8in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

With Marlborough Fine Art, London
Private Collection, U.K.

198 AR

SIR EDUARDO PAOLOZZI (BRITISH, 1924-2005)

Two Abstract Compositions

pencil

17.5 x 12cm (6 7/8 x 4 3/4in). each

Executed circa the 1980s

(unframed)

(2)

£800 - 1,200

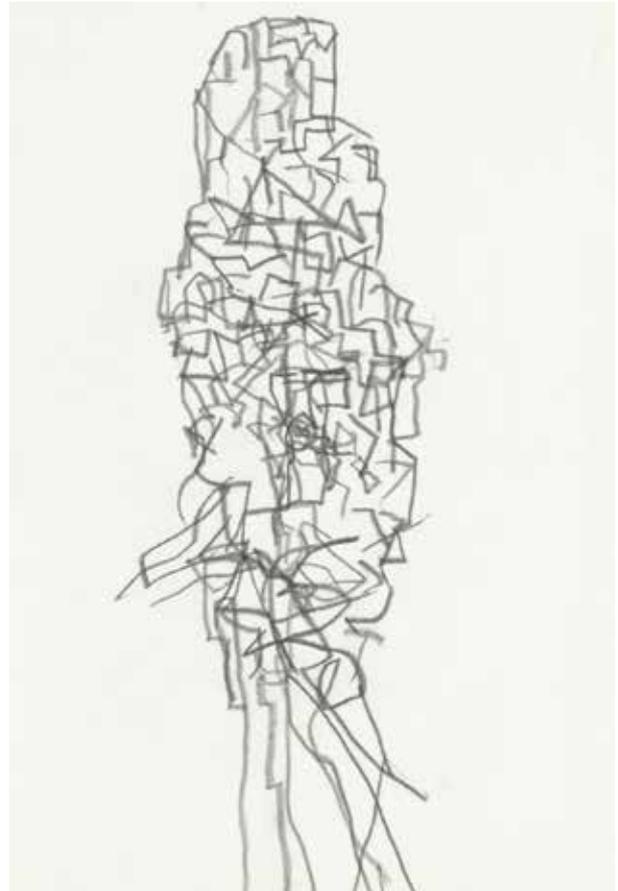
€910 - 1,400

US\$1,000 - 1,500

Provenance

The Artist, by whom gifted to the present owner

197



198



199 AR

SIR EDUARDO PAOLOZZI (BRITISH, 1924-2005)

Untitled
collage on paper
42 x 30cm (16 9/16 x 11 13/16in).
Executed in the late 1980s

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist, by whom gifted to the present owner

199

200 AR

SIR EDUARDO PAOLOZZI (BRITISH, 1924-2005)

Plaster Head
signed 'E. Paolozzi' (on the reverse)
plaster, painted wood and twine
53cm (20 7/8in) high

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

The Estate of the Artist
With Alan Wheatley Art, London, where acquired by the present
owner in 2013
Private Collection, U.K.



200



201

201 AR

PRUNELLA CLOUGH (BRITISH, 1919-1999)

Frozen Pond
signed 'Clough' (lower right)
oil on canvas
27.5 x 42.2cm (10 13/16 x 16 5/8in).
Painted in 1961

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

With Arnolfini Gallery, Bristol, where acquired by the family of the present owner in the 1960s, and thence by descent Private Collection, U.K.



202

202 AR

PRUNELLA CLOUGH (BRITISH, 1919-1999)

Edge of Town II
signed 'Clough' (lower right)
gouache and pastel
38.5 x 43cm (15 3/16 x 16 15/16in).
Painted in 1961

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Arnolfini Gallery, Bristol, where acquired by the family of the present owner in the 1960s Private Collection, U.K.



203 AR

FRANCIS DAVISON (BRITISH, 1919-1984)

Brown Field With White
stamped twice with Estate stamp (on labels attached to the
backboard)
collage
87 x 88cm (34 1/4 x 34 5/8in).
Executed circa 1969

£2,500 - 3,500
€2,900 - 4,000
US\$3,200 - 4,500

Provenance

With Austin/Desmond Fine Art, London, where acquired by the
present owner, 23 February 2008

Exhibited

Sudbury, Gainsborough's House, *Francis Davison*, 22 August-18
October 1992, cat.no.8



204

204 ^{AR}

PAUL HUXLEY RA (BRITISH, BORN 1938)

No. 127
signed, titled and dated 'Paul Huxley no 127 1971' (on the canvas overlap)
acrylic on canvas
196 x 196cm (77 3/16 x 77 3/16in).
(unframed)

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

The Artist, from whom acquired directly by the present owner
Private Collection, Portugal

205 ^{AR}

BERNARD COHEN (BRITISH, BORN 1933)

No.8
signed, titled, dated and inscribed 'B Cohen No. 8 1967' (on the stretcher bars)
acrylic on canvas
183 x 244cm (72 1/16 x 96 1/16in).
(unframed)

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

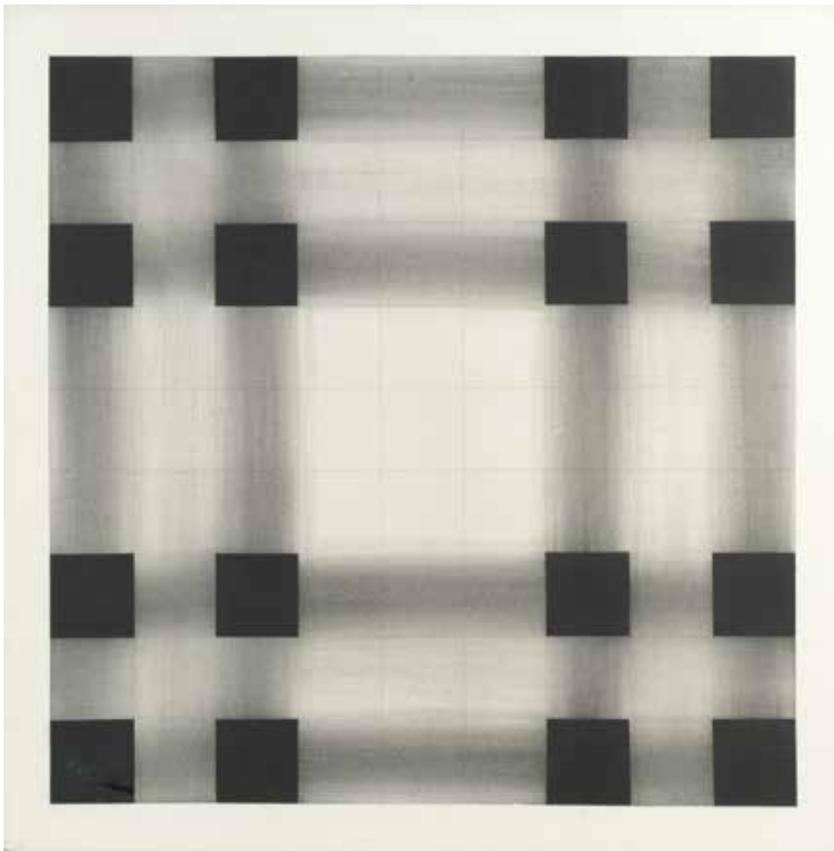
With Kasmin Ltd., London
Acquired from the above by the Peter Stuyvesant Foundation, July 1967
Private Collection, U.K.

Exhibited

London, Kasmin Ltd., *Bernard Cohen*, July 1967 (un-numbered exhibition)
Adelaide, Art Gallery of South Australia, Sixth Annual Festival of Arts, *Recent British Painting* (sponsored by the Peter Stuyvesant Trust), 1970, cat.no.70



205



206

206 AR

RICHARD ALLEN (BRITISH, 1933-1999)

Untitled (ENC 60)

charcoal and cellulose acetate on canvas
81 x 81cm (31 7/8 x 31 7/8in).

Painted circa 1979

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

Please note that this work is recorded with the Artist's Estate as no.ENC 60.

Provenance

With Offer Waterman, London, where acquired by the present owner Private Collection, U.K.

207 AR

RICHARD ALLEN (BRITISH, 1933-1999)

Untitled (ENC 61)

stamped with studio stamp and bears inscription 'Rebecca Allen 2007 ENC 61' (on canvas overlap)

charcoal and cellulose acetate on canvas
81 x 81cm (31 7/8 x 31 7/8in).

Painted circa 1979

£4,000 - 6,000

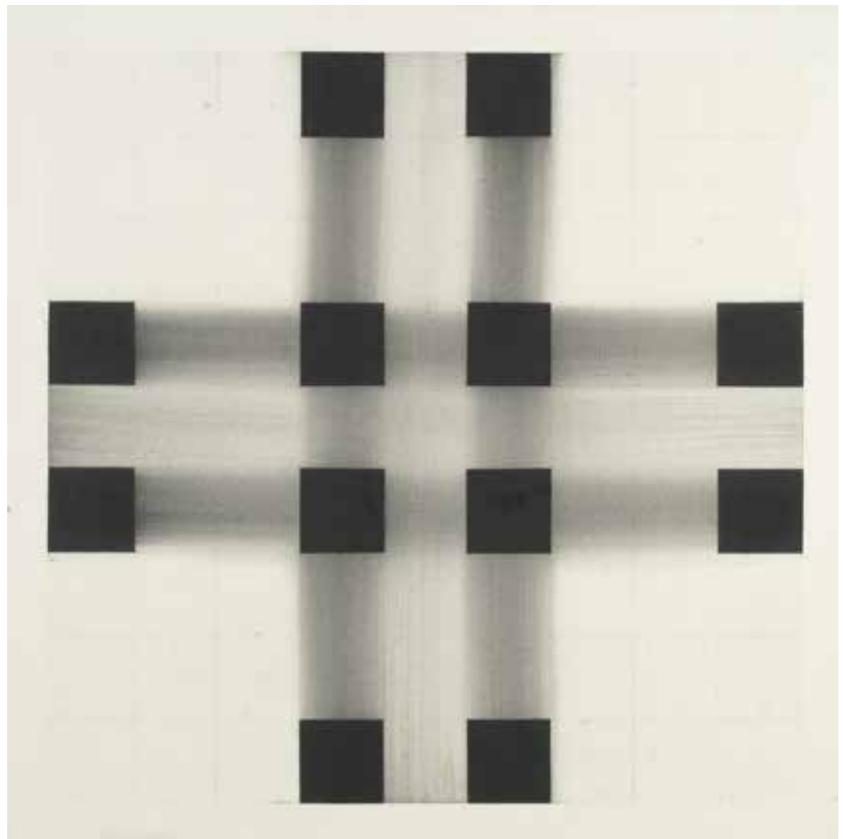
€4,600 - 6,900

US\$5,200 - 7,700

Please note that this work is recorded with the Artist's Estate as no.ENC 61.

Provenance

With Offer Waterman, London, where acquired by the present owner Private Collection, U.K.



207



208

208^{AR}

FRANK AUERBACH (BRITISH, BORN 1931)

Study for *St Pancras Steps, Station*
felt-tip pen
26.5 x 22cm (10 7/16 x 8 11/16in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,900 - 6,500

Provenance

The Artist, by whom gifted to the previous owner, and thence by descent Private Collection, U.K.

The present work is a study for the painting *St Pancras Steps, Station* in Touchstones Rochdale.

209^{AR}

PAUL RILEY (BORN 1963)

Four Tops
signed, titled and dated 'Paul Riley 1990./
FOUR TOPS.' (on canvas verso)
oil on canvas
55.5 x 51cm (21 7/8 x 20 1/16in).

£800 - 1,200
€910 - 1,400
US\$1,000 - 1,500

Provenance

With New Grafton Gallery, London, where acquired by the present owner, 2 August 1990 Private Collection, U.K.



209



210 * AR

FIONA RAE R.A. (BRITISH, BORN 1963)

Predator
signed, titled and dated 'Fiona Rae Predator 1998' (on the canvas
overlap)
oil and acrylic on canvas
152.5 x 127cm (60 1/16 x 50in).

£8,000 - 12,000
€9,100 - 14,000
US\$10,000 - 15,000

Provenance

Private Collection
Sale; Phillips, London, 11 December 2013, lot 170, where acquired
by the present owner
Private Collection, U.S.A.

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.



211



212

211 ^{AR}

GRAYSON PERRY (BRITISH, BORN 1960)

Untitled (Cigarettes)
signed with potter's mark (on the underside)
glazed earthenware
26cm (10 1/4in) diameter
Executed *circa* 1992

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

The Artist, by whom gifted to the present owner *circa* 1992
Private Collection, U.K.

We are grateful to the Artist for his assistance in cataloguing this lot
and lots 212-214.

212 ^{AR}

GRAYSON PERRY (BRITISH, BORN 1960)

Untitled (Razor)
signed with potter's mark (on the underside)
glazed earthenware
26cm (10 1/4in) diameter
Executed *circa* 1992

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

The Artist, by whom gifted to the present owner *circa* 1992
Private Collection, U.K.



213

213 ^{AR}

GRAYSON PERRY (BRITISH, BORN 1960)

Untitled (Tree Stump)
signed with potter's mark (on the underside)
glazed earthenware
26cm (10 1/4in) diameter
Executed *circa* 1992

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

The Artist, by whom gifted to the present owner *circa* 1992
Private Collection, U.K.



214

214 ^{AR}

GRAYSON PERRY (BRITISH, BORN 1960)

Untitled (Condom)
signed with potter's mark (on the underside)
glazed earthenware
26cm (10 1/4in) diameter
Executed *circa* 1992

£2,000 - 3,000
€2,300 - 3,400
US\$2,600 - 3,900

Provenance

The Artist, by whom gifted to the present owner *circa* 1992
Private Collection, U.K.



215

215 ^{AR}

DOUG HYDE (BRITISH, BORN 1972)

You Light Up My World
signed 'Doug' (lower left)

pastel

76 x 76cm (29 15/16 x 29 15/16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Provenance

With DeMontfort Fine Art, London
Private Collection, U.K.

216 ^{AR}

DOUG HYDE (BRITISH, BORN 1972)

Going for Gold II
signed 'Doug' (lower right)

pastel

76 x 76cm (29 15/16 x 29 15/16in).

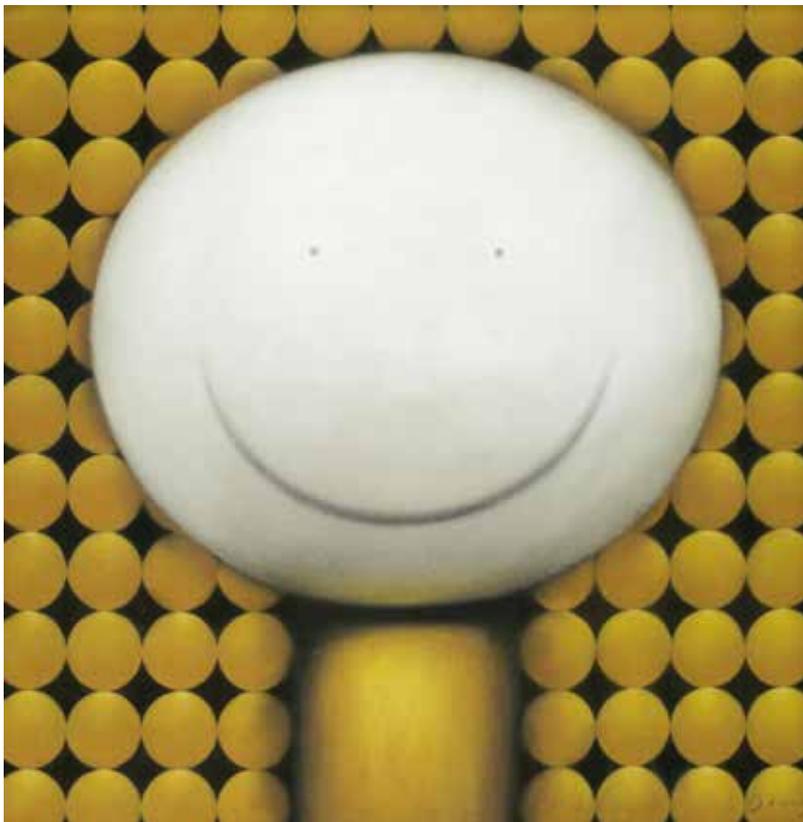
£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

Provenance

With DeMontfort Fine Art, London
Private Collection, U.K.



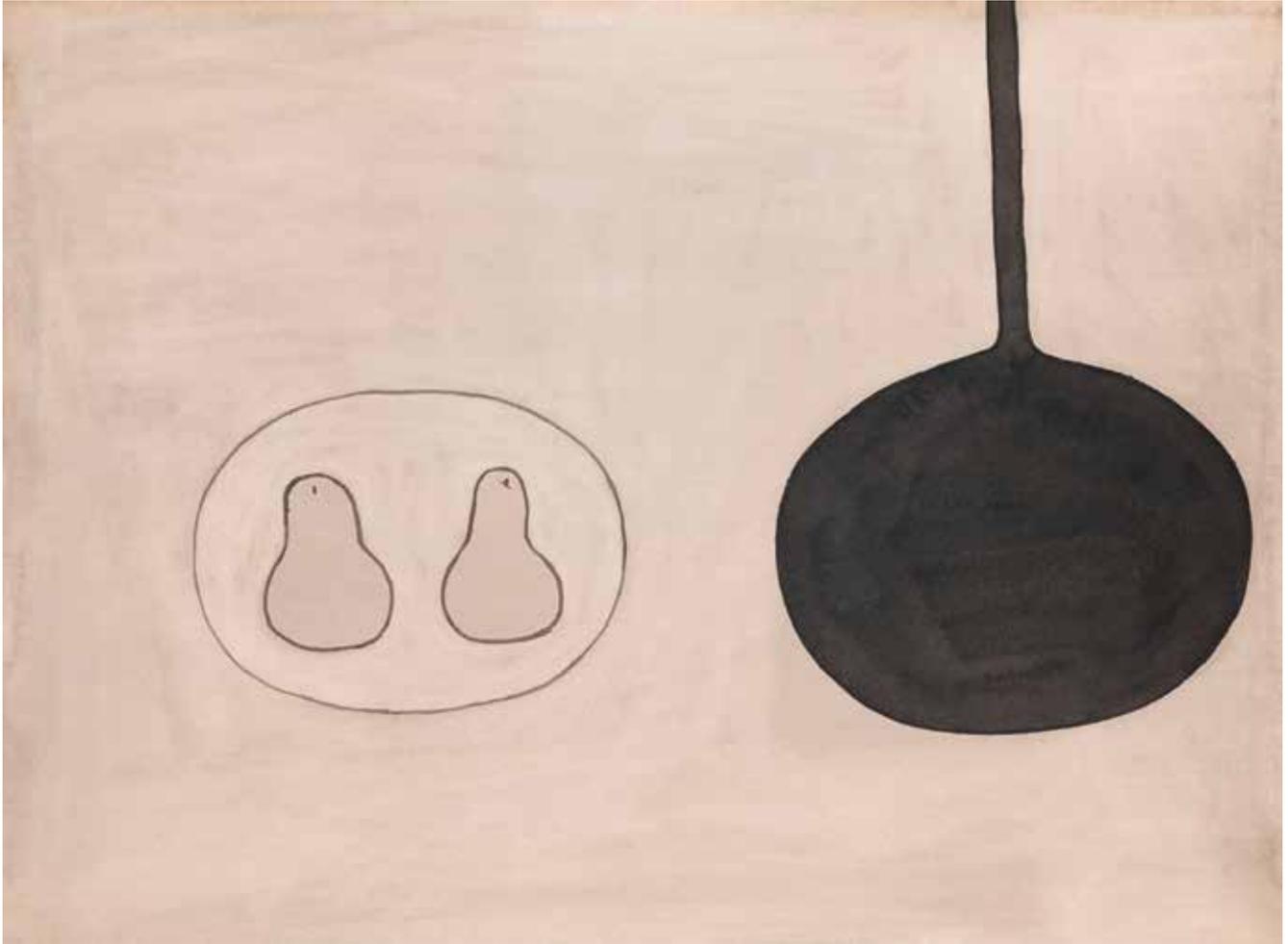
216

Index

Adam, Patrick William	138	Isherwood, James Lawrence	94	Sutherland, Graham	33, 34, 35
Adams, Richard	160	Jagger, David	5	Tabner, Len	37
Aldridge, John Arthur Malcolm	50	John, Augustus Edwin	6, 7, 8, 9, 10	Taplin, Guy	176, 177
Allen, Richard	206, 207	Kelly, Felix	38	Thomas, Margaret	133
Armitage, Kenneth	188, 189	Key, Geoffrey	41	Underwood, Leon	26, 27, 28, 29, 30, 31, 32
Auerbach, Frank	208	Lenkiewicz, Robert O.	121	Valentine-Daines, Sherree	60, 61, 171
Beaton, Cecil	4	Lloyd, James	146, 147, 148, 149	Vaughan, Keith	190
Bevan, Robert Polhill	11	Lowndes, Alan	91, 92	Virtue, John	36
Blake, Quentin	119	Lowry, Laurence Stephen	93	Wain, Louis William	179
Bowey, Olwyn	130	Maddox, Conroy	151	Waters, Billie	132
Bowyer, William	135, 136	Matthews, Laura	142	Weight, Carel	18, 184, 185, 186
Bratby, John	144, 145	McIntyre, Donald	71, 72, 73, 75	Weir, Linda	161, 162
Brook, Peter	89	McKnight Kauffer, Edward	48	Wilks, Maurice Canning	49
Canney, Michael	194, 195, 196	Minton, John	17, 19	Williams, Kyffin	82, 83, 84, 85
Chamberlain, Christopher	125, 126	Morris, Cedric	22	Willing, Victor	150
Cliffe, Henry	76	Morris, Desmond	152, 153	Wood, Christopher	15, 16
Clough, Prunella	201, 202	Nash, John Northcote	23, 24, 25	Yates, Fred	154, 155, 156, 157, 158, 159
Cohen, Bernard	205	Nash, Paul	14		
Cook, Beryl	169, 172	Nemon, Oscar	107		
Copley, Heather	127, 128	Nevinson, Christopher Richard Wynne	12		
Coward, Noël	46	Nicholson, William	1		
Cuming, Frederick	62, 63, 64, 65, 66	Nicholson, Winifred	131		
Davies, Thomas Nathaniel	78	Nolan, Sidney	197		
Davison, Francis	203	Pankhurst, Estelle Sylvia	13		
Delaney, Arthur	95, 96, 97, 98, 99, 100	Paolozzi, Eduardo, Sir	198, 199, 200		
Dunlop, Ronald Ossory	44, 45	Perry, Grayson	211, 212, 213, 214		
Dunstan, Bernard	111, 112, 113, 114, 115, 116, 117	Piper, John	79, 81		
Epstein, Jacob	109	Pissarro, Lucien	21		
Eurich, Richard	39	Plazzotta, Enzo	108		
Fedden, Mary	80, 180, 181, 182, 183, 187	Potter, Mary	129		
Fell, Sheila	86	Procter, Dod	140, 141		
Fraser, Donald Hamilton	70	Procter, Ernest	51		
Frink, Elisabeth	88	Rae, Fiona	210		
Frost, Terry	191, 192, 193	Riley, Paul	209		
Gammon, Reg	67, 68	Robinson, Markey	42		
Gaudier-Brzeska, Henri	2	Rooney, Mick	143		
Gilchrest, Joan	165, 166, 167, 168	Rosoman, Leonard	137		
Grant, Duncan	20	Rothenstein, Michael	134		
Hardy, Robert	170	Ryder, Susan	139		
Hayes, Colin	40	Sawyers, Robert	173, 174		
Hayward, Arthur	74	Shackleton, Keith Hope	43		
Herman, Josef	87	Shepherd, David	178		
Howard, Ken	52, 53, 54, 55, 56, 57, 58, 59, 120, 122, 123, 124	Shields (Braq), Brian	101, 102, 103, 104, 105, 106		
Hoyland, Francis	118	Sickert, Walter Richard	3		
Hughes, Patrick	175	Skeaping, John Rattenbury	110		
Huxley, Paul	204	Spear, Ruskin	47		
Hyde, Doug	215, 216	Stafford, Simeon	90, 163, 164		
		Steel, George Hammond	77		

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WILLIAM SCOTT R.A. (1913-1989)

Two Pears and a Pan

wash and gouache

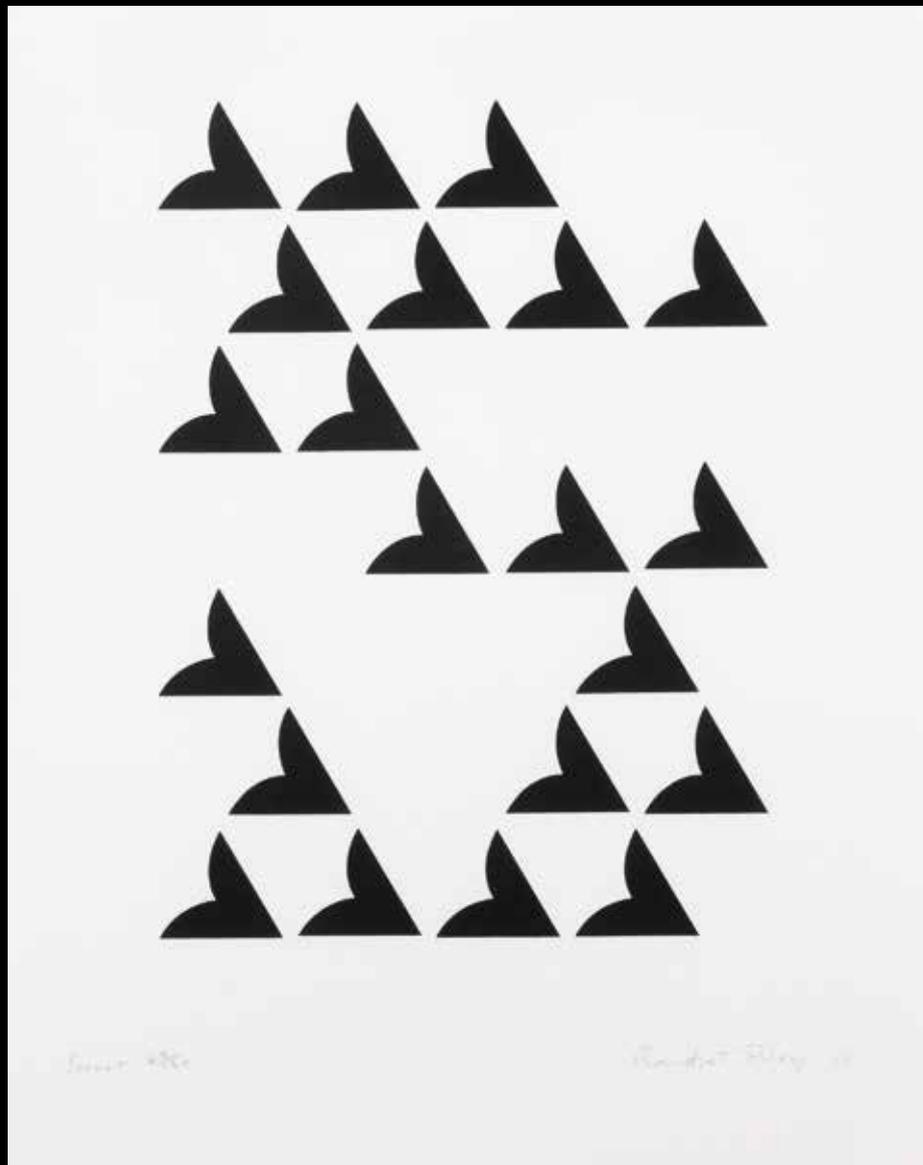
56.5 x 75.3 cm. (22 1/4 x 29 5/8 in.)

Executed in 1975

£20,000 - 30,000 *

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BRIDGET RILEY (BRITISH, BORN 1931)

Sonnet
Screenprint, 2016, on wove, signed, titled,
dated and numbered 42/150 in pencil
£2,500 - 3,500 *

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 *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or

otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a 'SS8' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	GOVERNING LAW
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams's* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

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

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams's* 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's* 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's* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnity" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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