



# Bonhams

## Scottish Art

Edinburgh | 13 May 2021







# Scottish Art

22 Queen Street, Edinburgh | Thursday 13 May 2021 at 11am

## BONHAMS

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## SALE NUMBER

26692  
Lots 1 - 153

**CATALOGUE:** £10

## ILLUSTRATIONS

Front Cover: lot 43 (detail)  
Inside Front Cover: lot 51 (detail)  
Index: lot 45 (detail)  
Inside Back Cover: lot 37 (detail)  
Back Cover: lot 21 (detail)

## VIEWING BY APPOINTMENT

Sunday 9th May 1pm-4pm  
Monday 10th May 10am-4pm  
Tuesday 11th May 10am-4pm  
Wednesday 12th May 10am-4pm  
Thursday 13th May 9am-11am

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# Sale Information

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**Edinburgh Salerooms**

22 Queen Street, EH2 1JX  
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**London**

101 New Bond Street, W1S 1SR  
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**Pictures**

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**Whisky**

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To help maintain social distancing and to reduce delays collections are by appointment only.

A booking email or phone call is required in advance to ensure lots are ready at time of collection. Photographic ID will be required at time of collection. If a third party is collecting on your behalf, written authorisation is required in advance from you and photographic ID of the third party is requested at the time of collection. If you are successful in your purchase we can provide suggestions of third party removers or details for obtaining a quote for transfer to one of our other Bonhams UK offices.

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# James Ferguson

## Lot 1-9

James Ferguson (1710-1776) came from a humble background. His earliest interests were rooted in science and mathematics. When he watched his father, a farmer, using a lever, he wrote an account of the principle of mechanical advantage. At night, working as a shepherd, he studied the stars. At the age of fourteen, a local farmer encouraged this interest, aiding him to chart the star's positions. A local gentleman, Thomas Grant, also encouraged Ferguson's curiosity and talent, offering him a position in his household, where he could be taught by his butler.

Ferguson first became acquainted with drawing whilst working for Sir James Dunbar of Durn at the age of about twenty-three. He was employed by Durn to maintain his clocks but also showed some skill in copying his paintings. William Baird, a relation of Sir James's, invited him to use his library and taught him how to use Indian ink. Baird was subsequently his first portrait subject. Encouraged by this excellent start to his painting career, Ferguson moved to Edinburgh to seek an apprenticeship.

He was, however, distracted by a desire to study anatomy and surgery and began training and practising as a doctor. He also rekindled his interest in astronomy, in which he began lecturing after introducing himself to Professor Colin Maclaurin. Ferguson once again began to produce plumbago portraits, as a way of providing the funds to become a mathematics teacher. He worked in London from 1743, taking on as many commissions as he could manage. During this time, he continued to lecture and began to publish. He was made a fellow of Royal Society in 1763 and continued to publish. His work was greatly valued and George III granted him a pension of £50 per annum from 1761. When he died in London in 1776 he left a considerable estate.

The first 9 Lots of this sale represent a private collection of Ferguson's plumbago portrait miniatures, amassed over several decades.

1

### **JAMES FERGUSON (1710-1776)**

Portrait of Charles Edward Stuart  
plumbago  
oval, 11.4 cm high

£1,200 - 1,800

€1,400 - 2,100

\$1,600 - 2,500





2

2

**JAMES FERGUSON (1710-1776)**

A group of four plumbago miniatures: A three quarter length portrait of Jacobus Anderson, aged 18 months, signed, inscribed and dated 1737, oval, 6.5 cm high, together with a young lady, half length, facing right, wearing a bonnet with bow under chin, oval, 6.2 cm high, a young gentleman, half length, facing right, wearing a wig, oval, 6 cm high and an older lady, half length, facing left, with headscarf and fur, oval, 5.4 cm high (4)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100



3

3

**JAMES FERGUSON (1710-1776)**

A group of four plumbago miniatures: A young girl, half length, facing right, wearing a lace bonnet and lace-trimmed dress, oval, 5.4 cm high, together with a boy, half length, facing right, wearing a wig, jacket and waistcoat, oval, 6 cm high, a lady, half length, facing left, wearing a lace bonnet and lace-trimmed dress with ribbons on the bodice, oval, 6.1 cm high and a gentleman, half length, facing right, with wig, jacket and embroidered waistcoat, oval, 6.6 cm high (4)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100



4

4

**JAMES FERGUSON (1710-1776)**

A group of four plumbago miniatures: Sarah Cox, half length, facing right, wearing a lace-trimmed cap and dress, within a floral boarder, oval, 7.6 cm high, together with a boy, half length, facing right, wearing a jacket and embroidered waistcoat, oval, 6.2 cm high, a lady, half length, facing left, wearing a lace choker and pearl jewellery, oval, 6.4 cm high and a gentleman, half length, facing right, wearing a wig, jacket and embroidered waistcoat, oval, 6 cm high (4)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

**Provenance**

Sarah Cox - Sale; Christie's, London, 3 March 1993, Lot 3, £550



5

5

**JAMES FERGUSON (1710-1776)**

A group of four plumbago miniatures: A boy, half length, facing right, with long curls, wearing a jacket and waistcoat, oval, 5.9 cm high, together with a young lady, half length, facing left, wearing a lace-trimmed bonnet and dress and pearl jewellery, oval, 5.9 cm high, a gentleman, half length, facing right, wearing a wig, jacket, waistcoat with long neckcloth, oval, 5.9 cm high and a lady, half length, facing left, wearing a lace-trimmed bonnet, dress with floral arrangement at bosom and pearl jewellery, oval, 5.9 cm high (4)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

6

**JAMES FERGUSON (1710-1776)**

A group of four plumbago miniatures: A young lady, half length, facing right, wearing a highly embroidered lace-trimmed dress and a feather in her hair, oval, 7.6 cm high, together with a young gentleman, half length, facing right, wearing a jacket and waistcoat, oval, 6.4 cm high, a young lady, half length, facing right, wearing a lace-trimmed dress and bonnet, oval, 5.6 cm high, and a lady, half length, facing left, wearing a lace-trimmed dress, bonnet and pearl choker, oval, 6.2 cm high (4)

£1,000 - 1,200

€1,200 - 1,400

\$1,400 - 1,600

7

**JAMES FERGUSON (1710-1776)**

A group of four plumbago miniatures: A girl, half length, facing right, wearing a lace-trimmed dress and bonnet, oval, 5.5 cm high, together with a boy, half length, facing right, wearing a jacket and embroidered waistcoat, oval, 6.2 cm high, a gentleman, half length, facing right, wearing a wig, jacket and embroidered waistcoat, oval, 6.2 cm high and a young lady, half length, facing left, wearing a lace-trimmed dress, bonnet and pearl brooch, choker and earrings, oval, 5.7 cm high (4)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

8

**JAMES FERGUSON (1710-1776)**

A group of four plumbago miniatures: A young lady, half length, facing right, with dark curly hair, wearing a lace-trimmed dress and bonnet, oval, 5.4 cm high, together with a boy, half length, facing right, wearing a jacket and embroidered waistcoat, oval, 6.1 cm high, an older lady, half length, facing right, wearing a lace bonnet and pearl choker, oval, 6 cm high and a gentleman, half length, facing left, wearing a wig, jacket and dark waistcoat, oval, 6 cm high (4)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

9

**JAMES FERGUSON (1710-1776)**

A group of five plumbago miniatures: A young girl, half length, facing right, with a lace bonnet, plain dress, oval, 5.6 cm high, together with an older lady, half length, facing left, wearing a lace bonnet with bow under the chin, oval, 5 cm high, a boy, half length, facing right, wearing a jacket and embroidered waistcoat, oval, 5.6 cm high, a lady half length, facing left, wearing a lace-trimmed dress and bonnet, pearl jewellery, oval, 6.5 cm and a young lady, half length, facing left, wearing a lace-trimmed dress and bonnet, oval, 7.5 cm high (5)

£1,000 - 1,200

€1,200 - 1,400

\$1,400 - 1,600



6



7



8



9





10



12



11



13

## OTHER PROPERTIES

10

**ATTRIBUTED TO WILLIAM DYCE RA  
ARSA (1806-1864)**

Picking primulas  
bears monogram and date (lower right)  
oil on canvas  
59.5 x 45 cm. (23 7/16 x 17 11/16 in.)

£1,200 - 1,800  
€1,400 - 2,100  
\$1,600 - 2,500

11 AR

**ANDREW LAW (1873-1967)**

Duke Street, Kilmarnock  
signed 'A Law' (lower right), further signed,  
inscribed and dated 1909 (verso)  
oil on canvas  
45.7 x 37.5 cm. (18 x 14 3/4 in.)

£1,000 - 1,500  
€1,200 - 1,700  
\$1,400 - 2,100

12

**COLIN HUNTER, ARA RI RSW RE  
(1841-1904)**

The Cottage Door, a reverie  
signed 'Colin Hunter' and indistinctly dated  
(lower left)  
oil on canvas  
67 x 51 cm. (26 3/8 x 20 1/16 in.)

£500 - 700  
€580 - 810  
\$690 - 960

### Provenance

Sale; Bonhams, Edinburgh, 23 March 2011,  
Lot 111

### Literature

G. Bell, *Colin Hunter of the Holland Park  
Circle*, London, 2018, p.68

13

**WILLIAM MCTAGGART RSA RSW  
(1835-1910)**

Miss Bettie Morton  
indistinctly signed and dated 'W  
McTaggart/'98' (lower right)  
oil on canvas  
55 x 45 cm. (21 5/8 x 17 11/16 in.)

£3,000 - 5,000  
€3,500 - 5,800  
\$4,100 - 6,900

There is a label on the backboard inscribed  
'Miss Bettie Morton/Gowan Bank West;  
Darvel/Ayshire/The\_/oil picture by W.  
McTaggart'. The sitter is therefore possibly  
a relation of Alexander Morton (1844-1923)  
the textile lace & carpet baron who built  
Gowanbank in 1890.





14



16



15



17

14

**COLIN HUNTER, ARA RI RSW RE (1841-1904)**

Carradale Pier  
signed and dated 'Colin Hunter '74' (lower left)  
oil on canvas  
44.5 x 75.5 cm. (44.5 x 75.5 cm)

£800 - 1,200  
€920 - 1,400  
\$1,100 - 1,600

**Provenance**

With George Davidson, Glasgow  
Sale; Bonhams, Edinburgh, 16 April, 2008, Lot 771

**Literature**

G. Bell, *Colin Hunter of the Holland Park Circle*, London, 2018, p.109

15

**SAMUEL BOUGH RSA (1822-1878)**

A prospect of Edinburgh from Barnbogle Castle, Dalmeny Estate  
signed 'S Bough' (lower right) oil on paper, laid on board  
49 x 74.5 cm. (19 5/16 x 29 5/16 in.)

£3,000 - 5,000  
€3,500 - 5,800  
\$4,100 - 6,900

**Provenance**

Possibly exhibited at the Royal Academy, 1873, no.1031  
Sale; Christie's, Edinburgh, 22 November 1989, Lot 643

16

**SIR JAMES LAWTON WINGATE, RSA (1846-1924)**

Coastal Scene  
signed 'Wingate' (lower left)  
oil on canvas  
30.5 x 45.7 cm. (12 x 18 in.)

£500 - 700  
€580 - 810  
\$690 - 960

**Provenance**

With Robertson & Bruce Ltd, Dundee

17

**ALFRED DE BRÉANSKI, SNR (1852-1928)**

Loch Katrine  
signed 'Alfred de Bréanski' (lower left), further signed and inscribed (verso)  
oil on canvas  
61 x 91.5 cm. (24 x 36 in.)

£2,500 - 4,000  
€2,900 - 4,600  
\$3,400 - 5,500



18

**WILLIAM MCTAGGART RSA RSW (1835-1910)**

"On the Esk"

signed 'W McTaggart/1891' (lower right)

oil on canvas

61 x 92.7 cm. (24 x 36 1/2 in.)

£20,000 - 30,000

€23,000 - 35,000

\$27,000 - 41,000

**Provenance**

Sale; Christie's, Edinburgh, 2 May 1991, Lot 504

**Literature**

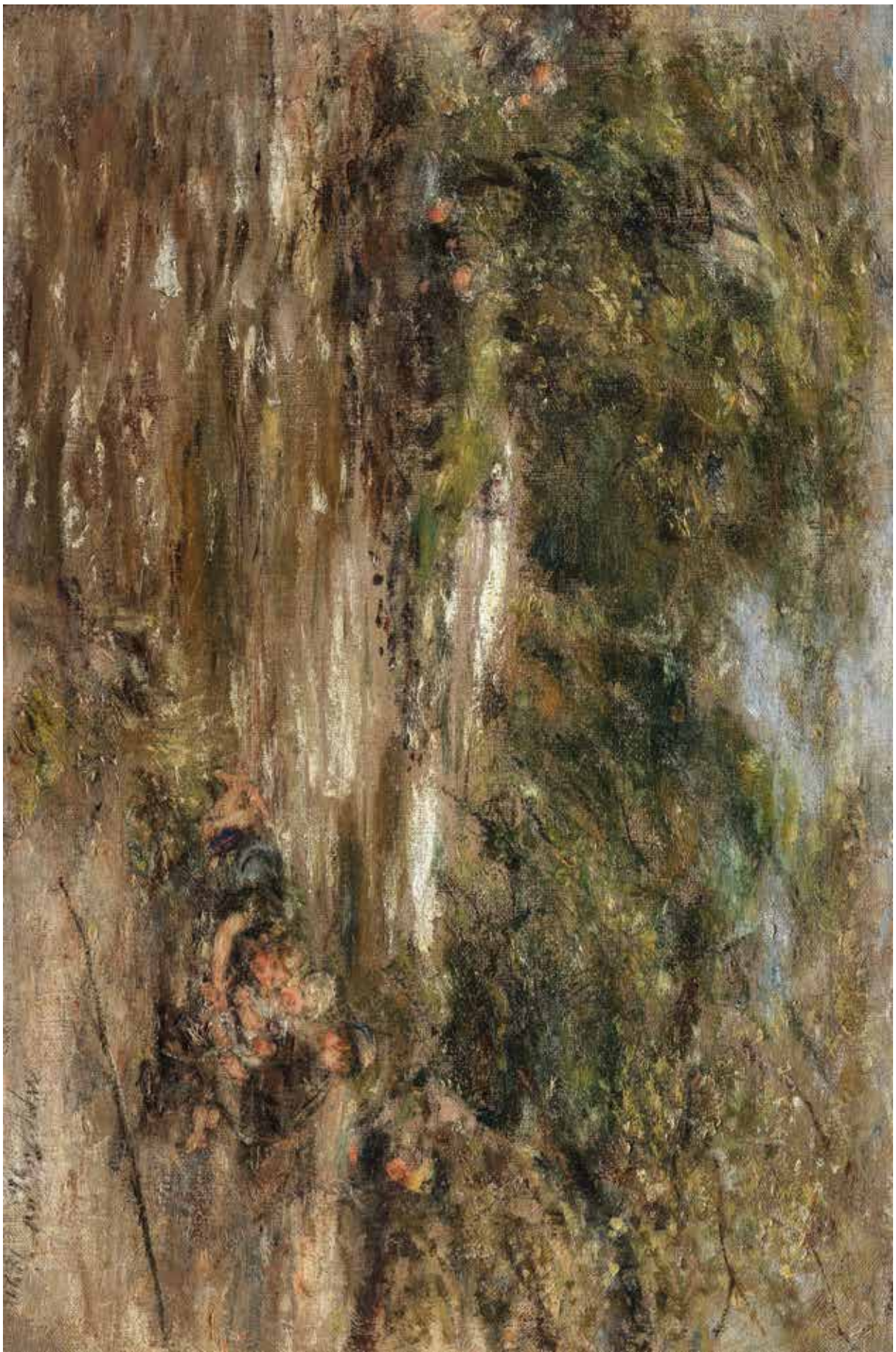
J.L. Caw, *William McTaggart - a Biography and an Appreciation*, James Maclehose and Sons, Glasgow, 1917, p.264

P. Kvaerne, *William McTaggart 1835-1910, Singing Songs of the Scottish Heart*, Atelier Books, Edinburgh, 2007, p.249

The children that inhabit McTaggart's landscapes have a direct and immediate contact with the natural environment. Here we see them playing on both sides of the banks of the Esk. McTaggart blends the figures within the surrounding landscape. The lack of separation between the children from the wooded banks of the Lothian burn, is an excellent example of McTaggart's 'Impressionist' technical ability.

*On the Esk* belongs to a series of beautiful late landscapes that capture all the qualities that McTaggart had spent his lifetime perfecting. James Caw suggests that "the last twenty years of his career constitute what may be described as his latest period (1889-1910), the pictures which belong to it reveal his special gifts not only undimmed but in their fullest and most splendid development". (J.L. Caw, *William McTaggart*, Glasgow, p.121)









19 AR

**JOHN MCGHIE (1867-1952)**

Picking wild flowers  
signed dated 'J. McGhie/98' (lower right)  
oil on canvas  
30.5 x 46 cm. (12 x 18 1/8 in.)

£7,000 - 10,000  
€8,100 - 12,000  
\$9,600 - 14,000

**Provenance**

Sale; Sotheby's, London, 22 April 2010, Lot 32, where purchased by the present owner



20

**WILLIAM STEWART MACGEORGE, RSA (1861-1931)**

A Border Ballad

signed 'W S MacGeorge' (lower right)

oil on canvas

100 x 126 cm. (39 3/8 x 49 5/8 in.)

**Provenance**

Sale; Sotheby's, Hopetoun House, 9 April 2001, Lot 53

£5,000 - 7,000

€5,800 - 8,100

\$6,900 - 9,600

**EDWARD ATKINSON HORNEL (1864-1933)**

Skipping

signed and dated 'E A Hornel/96' (lower right)

oil on canvas

61 x 40.7 cm. (24 x 16 in.)

**£12,000 - 18,000****€14,000 - 21,000****\$16,000 - 25,000****Provenance**

J.B. Bennett &amp; Sons, Glasgow

Private collection, UK

This painting is an important discovery and illustrates the four key influences on Hornel's work from this period; George Henry (1858-1943), Les XX, the art of Japan and photography.

Hornel and Henry moved away from the Glasgow Boys' realism of the 1880's to a more decorative form of painting. Often working side by side, or together in projects such as their 1890 *The Druids Bringing in the Mistletoe* (Glasgow Museums), they developed a new colourful and distinctive style. Their ten-year long association produced a series of pictures that are regarded as the essence of the Glasgow School. In this picture, dating to 1896, Hornel uses a high key of colour, with punchy reds, greens and oranges predominating. This creates a strong sense of pattern. The figures of the children, their limbs caught in motion, both break up the landscape and become part of it, pinafores and hair adding their own colour to the scene.

This painting also has a distinctive Pont Aven air to it. In 1893, Hornel exhibited with Les XX, a progressive Belgium art group, which he had been aware of since his time studying in Antwerp. Each year Les XX invited a few international artists to exhibit with them, such as Pissarro, Monet, Seurat, Gauguin, Cezanne, and van Gogh. Hornel's training in Belgium, under Charles Verlat, was part of a wider movement in European art, where several artists were changing the way they painted in direct response to their exposure to Japanese art.

The Glasgow art dealer Alexander Reid recognised how Hornel had embraced the most dynamic, Japanese-inspired aspects of Post-Impressionism and became his supporter and dealer. Reid, along with the wealthy shipping merchant William Burrell, agreed to fund Hornel and Henry's trip to Japan. In 1893-94 the two artists spent a year and a half expedition in the country, where they learned much about decorative design and spacing. This picture was painted just a few years after his return. Typically for Hornel, it demonstrates a tightly restricted view, very close to the picture plane. It has a steep and flattened perspective, often seen in Japanese prints.

It is a painting full of energy, colour and twisting movement, giving a real sense of the gaiety and exuberance of youth. It is similar in subject matter to that of his early works from 1981, *Dance of Spring* (Glasgow Museums) and *Summer* (National Museums Liverpool), but here Hornel uses his latest techniques in composition, perfected during his time in Japan. *Kite Flying* of 1894 (National Galleries of Scotland) uses a similar S shape placement of figures on the canvas. Where Hornel uses the string of the kite to break up the canvas in the Japanese scene, the skipping rope creates the same affect in this Galloway example.

The impact of photography on Hornel's work is also evident here. The focus of the camera lens was the most modern way of viewing a subject at that time. Imitating the eye of the camera, Hornel focusses on the girls' faces, whilst the surrounding areas appear slightly out of focus. It encapsulates Hornel's approach to painting from the late 1890's onwards. Photographic sharpness dissolves into the blurriness of his thick impasto backgrounds, sometimes verging on abstraction.

*Skipping* represents Hornel at his best. It is joyful, daring and, above all, modern. These stylish and sophisticated works of the late 1890's are very rare and important. After 1900 Hornel seemed to give up on experimentation and settled into a more formulaic style of painting landscapes of pastel tones with figures, one that brought him widespread popularity and commercial success.

This painting has hung on the same walls of a private home for the past 50 years, and was owned by the previous generation of the same family for a similarly long period of time.







# Annie French

Known as one of the Glasgow Girls, Annie French (1872-1965) was born in Glasgow and studied at Glasgow School of Art from 1886-89, under the influential teacher Francis Newberry. French excelled as an illustrator and developed an exquisite linear technique. Informed by both Art Nouveau and the Pre-Raphaelites, French's delicate, patterned style worked well for the illustration of fairy tales and poems.

Her work often featured ladies clad with floating garments, decorated with elaborate floral patterns. The faces are idealised and of two types; round and pretty with small features, or profiles recalling the Pre-Raphaelite style with full lips, delicate jaw line and tendency to swan neck. Flowers play a large part of French's illustrative style and she clearly loved her plants. She once recorded that she rushed down

to the garden of her family home, in the dark on her return from a holiday in France, in order to touch the flowers. (Louise Arnold in Jude Burkhauser's *Glasgow Girls, Women in Art and Design 1880-1920*, Canongate, Edinburgh, 1990, p.140-145).

French's work was first exhibited in 1903, while she was still a student, at the Salon in Brussels, and in later years she exhibited at the Royal Scottish Academy and the Royal Glasgow Institute of Fine Arts. In 1909 French succeeded Jessie M. King in the Department of Design at the Glasgow School of Art, teaching ceramic decoration.

The following 5 Lots belong to a member of the artist's family.



22

22<sup>AR</sup>

**ANNIE FRENCH (1872-1965)**

The handkerchief  
signed 'ANNIE FRENCH' (upper right)  
ink and wash on paper  
19.5 x 12 cm. (7 11/16 x 4 3/4 in.)

£1,000 - 1,500  
€1,200 - 1,700  
\$1,400 - 2,100

**Provenance**  
The artist's niece



23

23<sup>AR</sup>

**ANNIE FRENCH (1872-1965)**

Two Ladies  
ink and wash on paper  
20.6 x 12.5 cm. (8 1/8 x 4 15/16 in.)

£800 - 1,200  
€920 - 1,400  
\$1,100 - 1,600

**Provenance**  
The artist's niece



24

24<sup>AR</sup>

**ANNIE FRENCH (1872-1965)**

Lady with peacock feathers  
signed 'ANNIE FRENCH' (lower right)  
oval ink and watercolour on card, laid on ink on paper  
22.4 x 18.7 cm. (8 13/16 x 7 3/8 in.)

£1,000 - 1,500  
€1,200 - 1,700  
\$1,400 - 2,100

**Provenance**

The artist's niece



25

25<sup>AR</sup>

**ANNIE FRENCH (1872-1965)**

The Legend  
signed 'ANNIE FRENCH' (lower right)  
ink and watercolour on vellum  
16.2 x 27.8 cm. (6 3/8 x 10 15/16 in.)

£1,000 - 1,500  
€1,200 - 1,700  
\$1,400 - 2,100

**Provenance**

The artist's niece





26



27

26<sup>AR</sup>

**ANNIE FRENCH (1872-1965)**

'Will you dance with me'  
signed 'ANNIE FRENCH' (lower right), further  
signed and inscribed (verso)  
ink and watercolour, laid on card  
13.3 x 21cm. (5 1/4 x 8 1/4 in.)

£400 - 600

€460 - 690

\$550 - 820

**Provenance**

The artist's niece

**OTHER PROPERTIES**

27

**JAMES WATTERSTON HERALD  
(1859-1914)**

The white veil  
signed 'J Herald' (upper left)  
pastel  
48 x 36.8 cm. (18 7/8 x 14 1/2 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600



28 \*

**EDWARD ATKINSON HORNEL (1864-1933)**

Two girls with a bird's nest  
signed and dated 'E A Hornel/1917' (lower right)  
oil on canvas  
51.8 x 41 cm. (20 3/8 x 16 1/8 in.)

£6,000 - 8,000  
€6,900 - 9,200  
\$8,200 - 11,000





29

**EDWARD ATKINSON HORNEL (1864-1933)**

The Shepherdess

signed and dated 'E A Hornel 1917' (lower right) oil on canvas  
61 x 50. 8cm. (24 x 20 in.)

£8,000 - 12,000

€9,200 - 14,000

\$11,000 - 16,000

**Provenance**

With James Connell & Son, Glasgow, 11 June 1918





30

**EDWARD ATKINSON HORNEL (1864-1933)**

Gathering primroses, Brighthouse Bay  
signed and dated 'E A Hornel/1917' (lower right)  
oil on canvas,  
76.2 x 63.5 cm. (30 x 25 in.)

£10,000 - 15,000

€12,000 - 17,000

\$14,000 - 21,000

**Provenance**

With Ian MacNicol, Glasgow

Sale; Sotheby's, Glasgow, 16 April 1996, Lot 147

**Exhibited**

Glasgow, The Fine Art Society, *Edward Atkinson Hornel*, July 1982

Edinburgh, The Fine Society, *Edinburgh Festival Exhibition*, August - September 1982, no.37

# John Smellie

John Smellie's distinctive pictures of Largs, Millport, Tarbert and Hunter's Quay constitute an enduring niche in modern Scottish art. Taking his cue from Sir John Lavery and the Impressionists, he sketched his family on day trips and holidays 'doon the watter', revelling in the summer light and atmosphere of these bustling resorts in their 1920s heyday.

Smellie's paintings are rare as he died aged just 38, having only recently had the opportunity to devote himself to the life of a professional artist. Nonetheless, he exhibited extensively at the Royal Glasgow Institute, The Royal Scottish Academy and the Paisley Art Institute between 1909 and 1926, and in 1923 had been elected a member of the Glasgow Art Club.

Relatively little is known about the artist, who lived on the south side of Glasgow and worked for much of his short adult life as a clerk in a calico printers. He served in the Argyll and Sutherland Highlanders in 1914 (the only year from 1912 that he did not exhibit), and may have been injured in war service. Other than a short sketching trip to Amsterdam, his subject matter very much reflects his own background and habitat.

From the rare, early Glasgow street scene to his most accomplished, timeless Clyde Coast views, Smellie was an artist with an original vision and a burgeoning talent, sadly cut short. It is a pleasure for us to present these four paintings, consigned to auction from a private Scottish collection.



31

## **JOHN SMELLIE (1886-1925)**

Flower Sellers, Argyle Street, Glasgow  
signed and dated 'John Smellie/1915' (lower left)  
oil on canvas  
34 x 38.5 cm. (13 3/8 x 15 3/16 in.)

£8,000 - 12,000

€9,200 - 14,000

\$11,000 - 16,000

## **Exhibited**

Glasgow, The Royal Glasgow Institute, 1915, cat.no. 453

This is an important and early work from Smellie's career. It depicts woman selling daffodils outside one of Argyle Street's famous department stores. Smellie enlivens the tonal composition with the bright yellow blooms. It is a characteristic Glasgow subject and reveals the young artist exploring city life.





32

**JOHN SMELLIE (1886-1925)**

Tarbert

oil on canvas

45 x 66 cm. (17 11/16 x 26 in.)

£10,000 - 15,000

€12,000 - 17,000

\$14,000 - 21,000

**Exhibited**

Possibly, The Paisley Art Institute, *The Road to the Pier, Tarbert*, 1926

Here we see the recurring model, most likely the artist's sister, Margaret. The composition is pleasing and in the Glasgow Boys manner, with areas of form and detail counterbalanced by a triangular expanse of the road.

33

**JOHN SMELLIE (1886-1925)**

In Summer  
signed 'John Smellie' (lower right)  
oil on canvas  
49 x 67 cm. (19 5/16 x 26 3/8 in.)

**£20,000 - 30,000**

**€23,000 - 35,000**

**\$27,000 - 41,000**

Painted circa 1921 at Newton Sands, Millport, on the isle of Cumbrae.

Smellie often employed generic titles for his best work, so although this picture would have been exhibited in the early 1920s it is difficult now to say whether it might have been called *The Holiday Season*, *Sunshine and Leisure* or similar. These generic titles demonstrated Smellie's commercial nous. Wealthier patrons who holidayed in more salubrious locations such as Arran, Elie or Iona, would be less inclined to buy Millport or Rothesay, which were more accessible to the day-tripping masses.

This work is closer to Lavery's demographic, with a particularly smart young couple visible over the main figure's shoulder. His lilac blazer and rolled up white summer trousers and tennis shoes and her long green dress, clearly demonstrate an element of modernity, youth and wealth. The girl with the racquet is his sister, Margaret, his principal model.







34

**JOHN SMELLIE (1886-1925)**

Comrie, Perthshire  
signed 'John Smellie' (lower right)  
oil on canvas  
40 x 50 cm. (15 3/4 x 19 11/16 in.)

£8,000 - 12,000

€9,200 - 14,000

\$11,000 - 16,000

**Exhibited**

Paisley, Paisley Art Institute, 1924, cat.no. 1 (£20)

Smellie was not exclusively loyal to the west coast. He also worked inland at Comrie (on the River Earn) and Callander (on the Teith). This example is a delightful and sun-dappled snapshot of the smart Perthshire town. The wedge of the roadway is again an effective device to lead the eye into the composition and create an illusion of depth. Here we see the same dog depicted, but this time the young girl may have been the artist's niece.



## OTHER PROPERTIES

35

**SAMUEL JOHN PEPLOE RSA (1871-1935)**

Head

signed 'Peploe' (lower right)

charcoal and gouache on paper

18 x 16.7 cm. (7 1/16 x 6 9/16 in.)

painted c.1906

£3,000 - 5,000

€3,500 - 5,800

\$4,100 - 6,900

### Exhibited

London, The Fine Art Society, *Scottish Colourists*, June 2000



35

36 AR

**JOHN DUNCAN FERGUSON RBA (1874-1961)**

Head Studies

conte

18 x 22.5 cm. (7 1/16 x 8 7/8 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

### Provenance

Sale; Sotheby's, London, 3 June 2003, Lot 6



36



37 \*

**GEORGE LESLIE HUNTER (1877-1931)**

Anemones in a Yellow Vase

oil on panel

46.5 x 37.4 cm. (18 1/4 x 14 3/4 in.)

£50,000 - 80,000

€58,000 - 92,000

\$69,000 - 110,000

**Provenance**

With Alex. Reid, Glasgow

With The Fine Art Society, London, June 1966, no.3090

Private Collection, USA

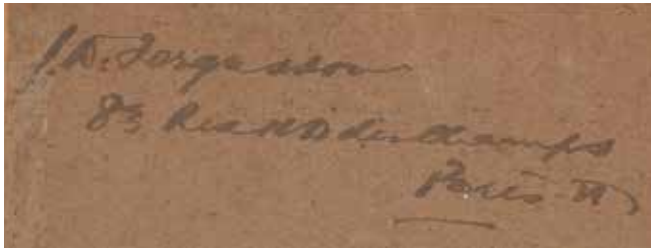
In early 1925 Hunter travelled to Paris with his friend William McInnes where they visited an exhibition of paintings by Matisse. Hunter was so impressed by the boldness of colour and composition, that he persuaded McInnes to buy a painting (now in the collection of Glasgow Museums). It was still life of anemones on a table top and there are certainly other similarities with this Hunter still life.

The Glasgow Art dealer Alexander Reid felt that Hunter was "a more powerful colourist than Matisse and equally refined" (T. J. Honeyman, *Introducing Leslie Hunter*, 1937, p. 133). In 1925, Alex Reid Gallery held a critically-acclaimed exhibition of Hunter's work.

Hunter had moved into a new studio on West George Street in Glasgow which gave him a renewed zest for painting. Writing to a friend Hunter commented 'I have just got moved into a new studio - a large one on the same floor and which I have 'had up' in nice arrangement of French grey to blue. Entering into it is like a new lease of life.' (Bill Smith and Jill Marriner, *Hunter Revisited: The Life and Art of Leslie Hunter*, 2012, p. 122) The trip to Paris and the new studio combined to motivate Hunter to paint some of his best and most realised still life compositions.







38 AR

**JOHN DUNCAN FERGUSSON RBA (1874-1961)**

Paris street scene  
signed and inscribed (verso)  
oil on board  
35 x 27 cm (13 3/4 x 10 5/8 in.)  
Painted circa 1908

**£25,000 - 30,000**

**€29,000 - 35,000**

**\$34,000 - 41,000**

**Exhibited**

Edinburgh, Aitken Dott & Son, *The Modern Spirit in Scottish Painting*,  
January - February 1978, cat.no.83

**Provenance**

With The Fine Art Society  
With Aitken Dott  
Private Collection

JD Fergusson felt that Edinburgh stifled his creativity, and resolved to move to Paris as soon as he could afford to. Between 1907 and 1914 he painted the city tirelessly, particularly favouring the local cafes and streets near his studio in Montparnasse. He exhibited at the Salon d'Automne and the Salon des Independants, absorbing the atmosphere in the Closerie des Lilas and relishing the friendships he made and the ideas exchanged.





# The following 21 Lots are the Property of a Gentleman Collector



39

39

**SIR DAVID YOUNG CAMERON RA RSA  
RWS RSW RE (1865-1945)**

Loch Eil

signed 'D.Y.Cameron' (lower right), further  
signed and titled on the stretcher (verso)  
oil on canvas

50.9 x 61 cm. (20 x 24 in.)

**£4,000 - 6,000**

**€4,600 - 6,900**

**\$5,500 - 8,200**

#### **Provenance**

With The Lefevre Gallery

Sale; Christie's, Hopetoun, 15 October 1969,  
Lot 144

With Ian MacNicol, Glasgow, purchased  
November 1969



40

40

**SIR DAVID YOUNG CAMERON RA RSA  
RWS RSW RE (1865-1945)**

Nether Lochaber

signed 'DY.Cameron' (lower right), signed  
and titled (verso)  
oil on panel

15.3 x 24 cm. (6 x 9 1/2 in.)

**£1,000 - 1,500**

**€1,200 - 1,700**

**\$1,400 - 2,100**

#### **Provenance**

With Ian MacNicol, Glasgow, purchased May  
1970



41

**SIR DAVID YOUNG CAMERON RA RSA  
RWS RSW RE (1865-1945)**

Glen Lyon, Perthshire  
signed 'D.Y. Cameron' (lower right)  
oil on canvas  
63.5 x 76.5 cm. (25 x 30 in.)

£5,000 - 8,000  
€5,800 - 9,200  
\$6,900 - 11,000

**Provenance**

Sale; Christie's, 20 March 1970, Lot 57



41

42 AR

**ERNEST ARCHIBALD TAYLOR  
(1874-1951)**

On the Road to Caerlaverock  
signed 'EA Taylor' (lower right)  
oil on board  
55 x 66 cm. (21 5/8 x 26 in.)

£3,000 - 5,000  
€3,500 - 5,800  
\$4,100 - 6,900

**Provenance**

With Ian MacNicol, Glasgow, purchased  
August 1968



42

43

**SAMUEL JOHN PEPLOE RSA (1871-1935)**

Gypsy in a Landscape  
signed 'S J Peploe' (lower right)  
oil on canvas  
56 x 50.8 cm. (22 x 20 in.)  
painted c.1900

£60,000 - 80,000  
€69,000 - 92,000  
\$82,000 - 110,000

**Provenance**

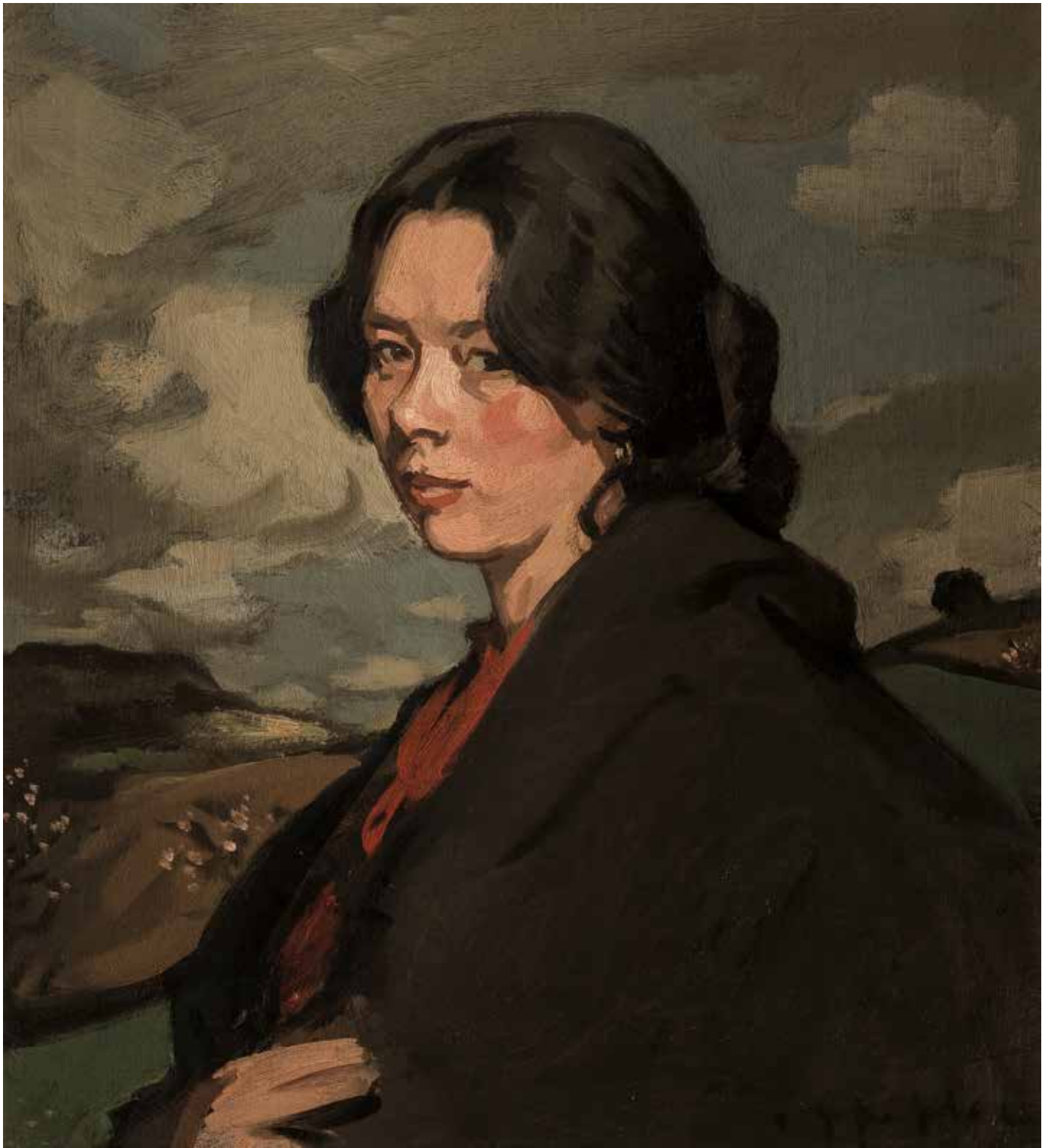
With Ian MacNicol, Glasgow  
Sale; Christie's, Hopetoun, 15 October 1969, Lot 122

**Literature**

Illustrated in G Peploe, *SJ Peploe*, Lund Humphries/The Scottish  
Gallery, 2012, p.30

This painting has been referred to as a portrait of Margaret, the artist's wife, dressed as a gypsy. However, it is now widely believed to depict one of the Blyth sister's, who were related to the kings of the Gypsies. Guy Peploe describes the figure as being "posed in front of the landscape, which is related strongly to small works on panel, the earliest known landscapes made in the Pentlands and above Comrie in Perthshire. The setting adds a rare narrative possibility to the interpretation: it is the romantic idea of the gypsy as traveller, but could equally reference the bucolic, vulnerable archetype of Hardy's Tess of the d'Urbervilles, published in 1892. It is one of his many single-female studies he made throughout his life which suggest a narrative but remain essentially enigmatic." (G Peploe, *SJ Peploe*, Lund Humphries/The Scottish Gallery, 2012, p.33)







44

**SAMUEL JOHN PEPLOE RSA (1871-1935)**

Comrie landscape with clouds  
signed and dated 'Peploe/1901' (verso)  
oil on panel  
*12.5 x 22 cm. (5 x 8 3/4 in.)*

**£8,000 - 12,000**

**€9,200 - 14,000**

**\$11,000 - 16,000**

**Provenance**

With Ian MacNicol, Glasgow, purchased 1973





45

45

**FRANCIS CAMPBELL BOILEAU CADELL RSA RSW (1883-1937)**

Tying the Rick  
signed 'F.C.B.Cadell' (lower right)  
watercolour and pencil  
24.7 x 17.3 cm. (9 3/4 x 6 3/4 in.)

£5,000 - 8,000  
€5,800 - 9,200  
\$6,900 - 11,000

**Provenance**

With The Fine Art Society, London, August 1973



46

46 AR

**JOHN DUNCAN FERGUSSON RBA (1874-1961)**

Boys at the High School, Edinburgh  
watercolour  
50 x 42.5 cm. (20 x 16 3/4 in.)  
Executed circa 1887-90

£4,000 - 6,000  
€4,600 - 6,900  
\$5,500 - 8,200

**Provenance**

With The Fine Art Society, London, October 1974

**Exhibited**

*Centenary Exhibition*, London, Glasgow Art Gallery and Edinburgh

This is the earliest known work by Fergusson, who said that he painted it whilst still a pupil at The Royal High School, Edinburgh. The boys depicted were some of his school friends.



47

**GEORGE LESLIE HUNTER (1877-1931)**

Harbour scene  
signed 'Hunter' (lower left)  
watercolour and pencil  
44 x 54.5 cm. (17 1/4 x 21 1/2 in.)

£7,000 - 10,000

€8,100 - 12,000

\$9,600 - 14,000

**Provenance**

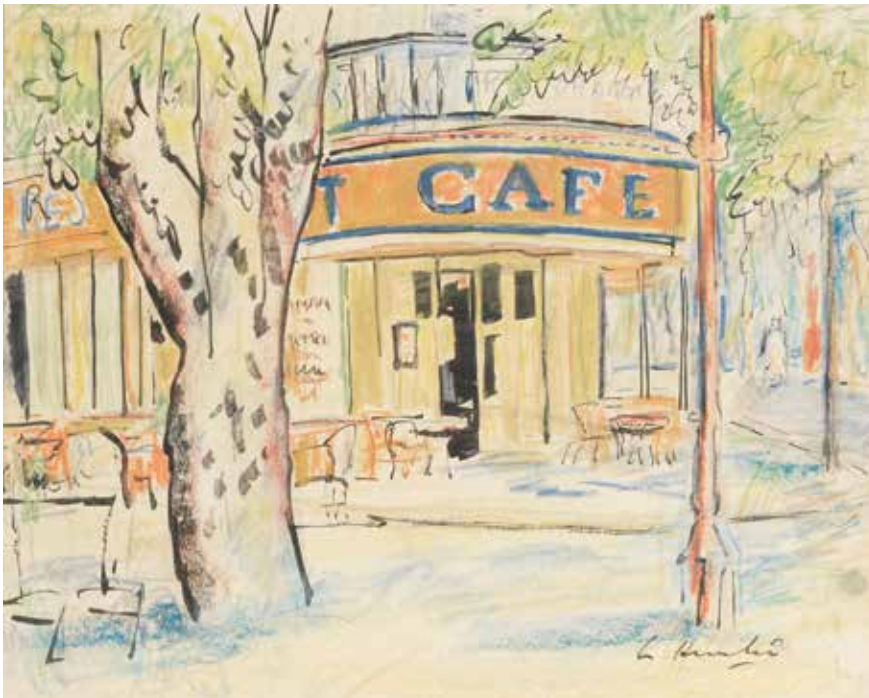
Sale; Phillips, 22nd June 1965, Lot 28

**Exhibited**

Edinburgh, The Scottish Arts Council, *Three Scottish Colourists*, 1970, no.42

The harbour depicted was previously thought of to be Largo, however Derek Ogston and Margaret Carlaw consider the harbour too large to be that of Largo. They consider it to be Pittenweem.

47



48

**GEORGE LESLIE HUNTER (1877-1931)**

Café a Vence  
signed 'L Hunter' (lower right)  
wax crayon and ink  
32 x 39.5 cm. (12 5/8 x 15 1/2 in.)

£6,000 - 8,000

€6,900 - 9,200

\$8,200 - 11,000

**Provenance**

With Alex. Reid & Lefevre Ltd., Glasgow

**Exhibited**

Glasgow, Glasgow Art Gallery and Museum, *Leslie Hunter Exhibition*, 1942.  
Edinburgh, National Gallery of Scotland, *Leslie Hunter, 1877-1931*, 1942

**Literature**

Derek Ogston and Margaret Carlaw, *Leslie Hunter, 1877-1931 : Paintings and Drawings of France and Italy*, Baillieknowe Publishing, Kelso, 2004, p.67 plate 64, cat.no.156

48



49

**GEORGE LESLIE HUNTER (1877-1931)**

Hyde Park, London  
signed 'L Hunter' (lower right)  
wax crayon and ink  
43 x 57 cm. (17 x 22 1/2 in.)

£8,000 - 12,000

€9,200 - 14,000

\$11,000 - 16,000

**Provenance**

With Alex. Reid & Lefevre Ltd., London  
Sale; Christie's, London, 14 July 1967,  
Lot 43, where purchased by  
The Fine Art Society, London



49

50

**GEORGE LESLIE HUNTER (1877-1931)**

Drying the Nets  
signed 'L Hunter' (lower right)  
watercolour and pencil  
40.8 x 52.5 cm. (16 x 20 3/4 in.)

£6,000 - 8,000

€6,900 - 9,200

\$8,200 - 11,000

**Provenance**

Sale; Christie's, Hopetoun, 15 October 1969,  
Lot 19  
With The Fine Art Society, London, February  
1971

**Exhibited**

Edinburgh, City Art Centre, *Leslie Hunter*,  
21 July - 14 October 2012  
London, The Fleming Collection, *Leslie  
Hunter*, 23 October 2012 - 9 February 2013

**Literature**

Bill Smith and Jill Marriner, *Hunter Revisited:  
The Life and Art of Leslie Hunter*, Atelier  
Books, 2012, p.123, plate 101



50





51

**SAMUEL JOHN PEPLAE RSA (1871-1935)**

Still Life with Tureen and Fruit

signed 'Peploe' (lower left)

oil on canvas

46 x 55 cm. (18 1/8 x 21 5/8 in.)

painted circa 1926

**£120,000 - 180,000**

**€140,000 - 210,000**

**\$160,000 - 250,000**

**Provenance**

With Ian MacNicol, Glasgow, where purchased in 1970

Favourite studio props, such as crockery and drapery, were often used by Peploe in various permutations alongside fruit or flowers, as the artist famously sought to paint 'the perfect still life'. This tureen can be seen in several other of his works, but in this example, it takes more of a central role. His compositions were meticulously planned and executed, exploring the balance between naturalism and design for which the Colourists were renowned. The reds and greens of the apples and pears shine out with jewel-like quality, amongst the low tones used on most of the canvas. Reflections in the tureen and table-top are carefully realised, whilst forms are outlined in black and volume is emphasised by shadow. All of which demonstrate how Peploe used compositions to create a dialogue between object and space, colour and tone. All an homage to Paul Cezanne but in Peploe's own distinctive style.







(verso)

52

**GEORGE LESLIE HUNTER (1877-1931)**

A landscape in Fife

signed 'L Hunter' (lower right)

oil on canvas

63.1 x 76 cm. (24 3/4 x 30 in.)

with a further landscape work painted verso

**£25,000 - 35,000**

**€29,000 - 40,000**

**\$34,000 - 48,000**

**Provenance**

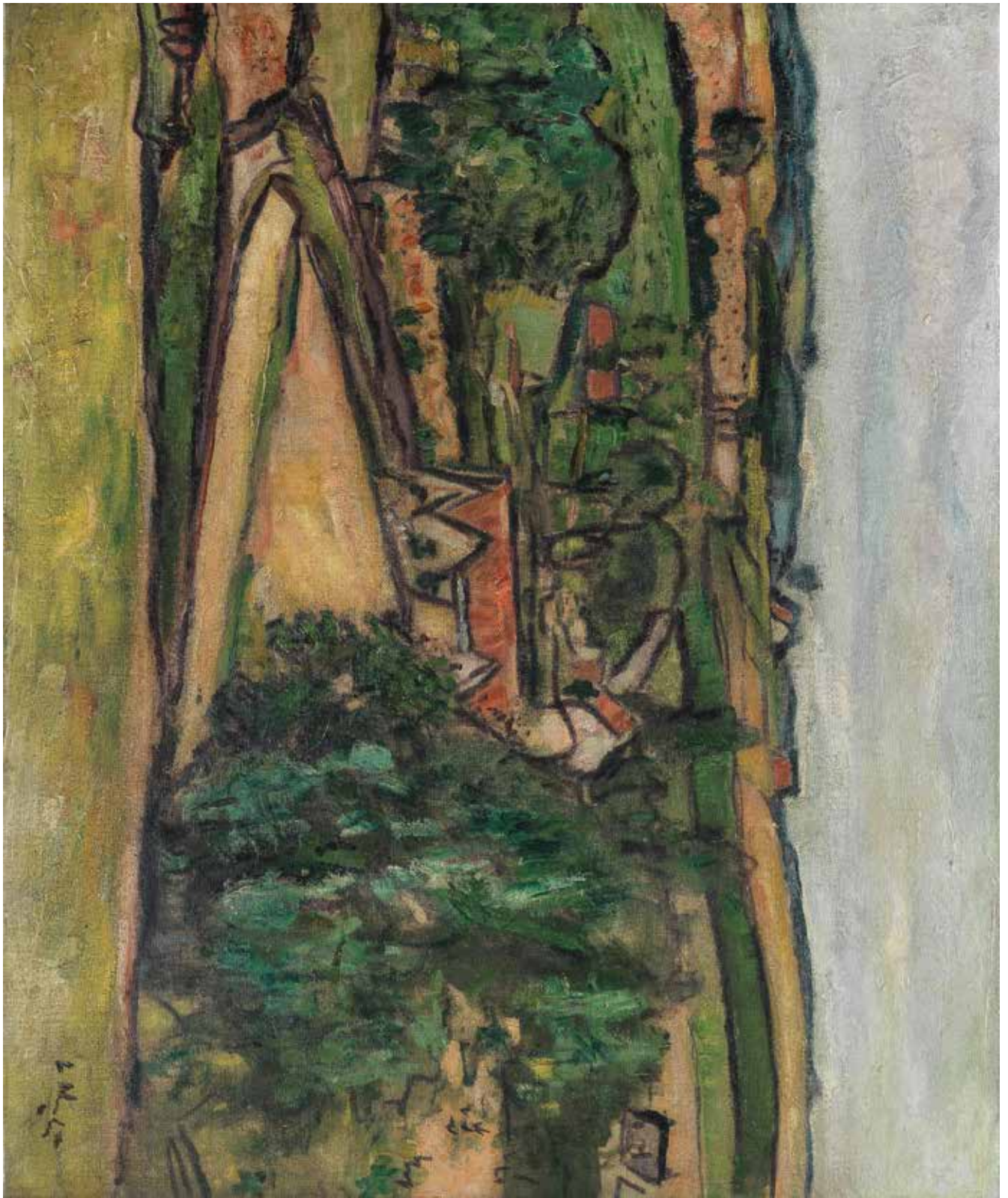
With Alexander Reid

Dr T J Honeyman

Sale; Christie's, Hopetoun, 15 October 1969, Lot 128

The present work depicts two views (one on each side of the canvas) of Drumeldrie, a hamlet, surrounded by farmland, just to the east of Upper Largo in Fife. It was one of Hunter's favoured haunts and a number of his pictures, both drawings and paintings survive.

Hunter travelled regularly to the East Neuk coast in Fife in the early 1920's, painting in Drumeldrie, St. Monans and Lower Largo and also inland at Ceres. 'The reason for Hunter's selection of Fife, both its coast and agricultural hinterland, is not recorded, but the light, the ever-changing hues of the sea and the varied colours of its lime-washed houses with their red pantiled roofs are likely to have been an attraction.' (Derek Ogston, *The Life and Work of George Leslie Hunter 1877-1931*, 2002, p. 68).







53

53

**GEORGE LESLIE HUNTER (1877-1931)**

St Martin's in the Fields  
signed 'L Hunter' (lower right)  
wax crayon and ink  
44 x 37.3 cm. (17 1/4 x 14 3/4 in.)

£6,000 - 8,000  
€6,900 - 9,200  
\$8,200 - 11,000

**Provenance**

Murray MacDonald  
With The Fine Art Society, London, October 1981

**Exhibited**

Glasgow, Alex Reid Lefevre, *Memorial Exhibition of Paintings and Drawings by Leslie Hunter*, February 1932, no.57  
Edinburgh, The Scottish Arts Council, *Three Scottish Colourists*, 1970, no.56  
Edinburgh, City Art Centre, *Leslie Hunter*, 21 July - 14 October 2012  
London, The Fleming Collection, *Leslie Hunter*, 23 October 2012 - 9 February 2013

**Literature**

Bill Smith and Jill Marriner, *Hunter Revisited: The Life and Art of Leslie Hunter*, Atelier Books, 2012, p.182 plate 166.



54

54

**GEORGE LESLIE HUNTER (1877-1931)**

Still Life with Candlestick  
signed 'L Hunter' (lower right)  
wax crayon and ink  
40.5 x 32.5 cm. (16 x 12 3/4 in.)

£4,000 - 6,000  
€4,600 - 6,900  
\$5,500 - 8,200

**Provenance**

Ex collection of Hugh Beaumont  
Sale; Sotheby's, 19 June 1974, Lot 8



55

**GEORGE LESLIE HUNTER (1877-1931)**

Villa in France  
signed 'L Hunter' (lower right)  
wax crayon, ink and pencil  
37 x 44 cm. (14 1/2 x 17 1/4 in.)

£8,000 - 12,000

€9,200 - 14,000

\$11,000 - 16,000

**Provenance**

Sale; Phillips, 22 June 1965, Lot 12

**Literature**

Derek Ogston and Margaret Carlaw, *Leslie Hunter, 1877-1931 : Paintings and Drawings of France and Italy*, Baillieknowe Publishing, Kelso, 2004, p.53 plate 45





56 <sup>AR</sup>

**ANNE REDPATH OBE RSA ARA LLD  
ARWS ROI RBA (1895-1965)**

The Reef  
signed 'Anne Redpath' (lower right)  
oil on board  
50.9 x 61 cm. (20 x 24 in.)

£7,000 - 10,000

€8,100 - 12,000

\$9,600 - 14,000

**Exhibited**

Edinburgh, The Scottish Gallery, Festival  
Exhibition, *Paintings by Anne Redpath*, 1960,  
cat.no.17

56



57 <sup>AR</sup>

**JOAN EARDLEY RSA (1921-1963)**

Beehives  
watercolour and pastel  
15.8 x 23.3 cm. (6 1/4 x 9 1/4 in.)

£3,000 - 5,000

€3,500 - 5,800

\$4,100 - 6,900

**Exhibited**

Edinburgh, Aitken Dott, *Joan Eardley  
Exhibition*, 1964, cat.no.120

57



58 AR

**ALEXANDER GOUDIE (1933-2004)**

Suce Pouce  
signed 'Goudie' (lower right)  
oil on canvas  
76 x 71 cm. (30 x 28 in.)

£1,200 - 1,800

€1,400 - 2,100

\$1,600 - 2,500

**Exhibited**

Glasgow, Fine Art Society, 25 November - 20  
December 1983, no.56, where purchased

The sitter is the artist's younger son, Lachlan  
(b.1976)



58

59 AR

**ALEXANDER GOUDIE (1933-2004)**

Still Life at the Opera  
signed 'Goudie' (lower left)  
oil on canvas  
80.7 x 86 cm. (31 3/4 x 33 7/8 in.)  
Commissioned 1981, painted 1982

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100



59



60

## OTHER PROPERTIES

60<sup>AR</sup>

**JOHN MACLAUCHLAN MILNE RSA  
(1886-1957)**

On the golf course  
signed 'Maclauchlan Milne' (lower left)  
watercolour  
25.5 x 36.5 cm. (10 1/16 x 14 3/8 in.)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100



61

61<sup>AR</sup>

**ANNE ESTELLE RICE (AMERICAN/  
BRITISH 1879-1959)**

Village Church  
oil on canvas  
32 x 41 cm. (12 5/8 x 16 1/8 in.)

£3,000 - 5,000

€3,500 - 5,800

\$4,100 - 6,900

### Provenance

Sale; Sotheby's, London, 11 February 2004,  
Lot 114





62 AR

**JOHN MACLAUCHLAN MILNE RSA (1886-1957)**

High Corrie, Arran  
signed 'MacLauchlan Milne' (lower right)  
oil on canvas  
51 x 61 cm. (20 1/16 x 24 in.)

£15,000 - 20,000

€17,000 - 23,000

\$21,000 - 27,000

63 AR

**JOHN MACLAUHLAN MILNE RSA (1886-1957)**

Sound of Iona  
signed and dated 'MacLauchlan Milne/37' (lower left), further signed  
and titled to artist label (verso)  
oil on canvas  
49 x 59.5 cm. (19 5/16 x 23 7/16 in.)

£25,000 - 35,000

€29,000 - 40,000

\$34,000 - 48,000

MacLauchlan Milne was particularly drawn to Iona and Mull. The blue and green hues of the water, the white sand and the fantastic light appealed in the same way as did the luminous sunlight and seas of the South of France. Milne's earliest exhibited Iona pictures date from 1937, but he may have painted there alongside Cadell and Peplow earlier that decade, as he knew them in Paris in the 1920's. Iona became for them a source of artistic inspiration, and a totally different, but ultimately iconic, subject matter for them all to embrace.





64

**GEORGE LESLIE HUNTER (1877-1931)**

St Monance, Fife

signed 'G L Hunter' (lower right)

oil on canvas

53.5 x 43.5 cm. (21 1/16 x 17 1/8 in.)

**£18,000 - 25,000**

**€21,000 - 29,000**

**\$25,000 - 34,000**

**Provenance**

Aitken Dott & Son, Edinburgh

The Hunter Blair Collection, Ayrshire

Their sale, Christie's, London, 25 May 2007, Lot 169, where acquired  
by the present owners

"Fife is ever a delightful thought on my mind with its beautiful valleys  
and villages" - George Leslie Hunter.

It was the early to mid years of the 1920s that Hunter frequently  
visited Fife. The county's rural architecture, colourful landscapes and  
picturesque coastlines became an important source of inspiration to  
him. This was the same period of his life that he became increasingly  
associated with the other three Scottish Colourists.





65

**SAMUEL JOHN PEPLAE RSA (1871-1935)**

Girl in white  
signed 'S J Peplae' (lower right)  
oil on canvas  
45.7 x 40.7cm (18 x 16in).

**£40,000 - 60,000**

**€46,000 - 69,000**

**\$55,000 - 82,000**

**Provenance**

With T & R Annan & Sons Ltd., Glasgow.  
Sale; Christie's, Glasgow, 20th Nov 1997, Lot 19

**Exhibited**

Glasgow, McLellan Galleries, *Memorial Exhibition of Paintings by S J Peplae R.S.A.*, February 1937, no.109.

**Literature**

Adrian Bury, *Oil Painting of To-Day - Special Spring Number of The Studio*, The Studio Limited, London, 1938, ill.p.125

Believed to be painted in 1927, the same year that he was elected as a member of the Royal Scottish Academy. It demonstrates the subtle palette characteristic of Peplae in the later 1920s. There is a focus on expressing the play of light upon form and colour. He was less concerned with conveying the emotion of model on this occasion, than he was with the shapes created by her pose and the delicate tones of the costume and skin.

This work received a full-page entry and colour illustration in the 1938 *Oil Painting of To-Day – Special Spring Number of The Studio*, where the writers state that “the grace of this portrait casts a spell on us. The work has that mystery inseparable from all memorable achievements in painting.” (ibid p.125)

The tureen that is on the table on the left of the painting, appears to be the same item that takes centre stage in still life by Peplae, Lot 51.







**SAMUEL JOHN PEPLOE RSA (1871-1935)**

Peonies in a silver vase

oil on canvas

50.8 x 40.7 cm. (20 x 16 in.)

Painted circa 1897

**£60,000 - 80,000****€69,000 - 92,000****\$82,000 - 110,000****Provenance**

With Ian MacNicol, Glasgow

**Exhibited**New York, Artis Group, Ewan Mundy & Celia Philo, *Modern Scottish & English Paintings 1885-1955*, 5-21 April, 1989, cat.no.16

In the 1890s, Peploe studied first in Edinburgh and then Paris, where he was greatly influenced by the work of Edouard Manet. He was also considerably impressed by the work of Jean-Baptiste-Camille Corot, Jean-Baptiste-Siméon Chardin and Gustave Courbet. He continued his training in Holland where he discovered the seventeenth-century Dutch painters, especially Frans Hals, whose work he saw on a visit to the Rijksmuseum, Amsterdam, in 1895. From a distillation of these influences he developed his own tonal style. He inherited the meticulous and exacting technical skill of these masters and this studious and rigorous approach would remain a constant throughout his career.

In 1896, Peploe returned to Edinburgh and settled at his first studio in Shandwick Place, where the dark surroundings suited the sombre palette of his early still lifes. The broad, painterly brushstrokes, dark background and contrasting creamy light highlights, are all quintessential for Peploe work of this early period. This mastery of the fluid style of painting signalled his arrival upon the art scene as one of the most talented and promising artists of his generation.







67 AR

**SIR WILLIAM RUSSELL FLINT, RA, PRWS (1880-1969)**

Crowded Beach

signed 'W. RUSSELL FLINT' (lower right)

watercolour

24 x 33 cm. (9 7/16 x 13 in.)

£4,000 - 6,000

€4,600 - 6,900

\$5,500 - 8,200

**Provenance**

With The Fine Art Society, 1923 Exhibition, no.7



68 AR

**SIR WILLIAM RUSSELL FLINT R.A., P.R.W.S. (1880-1969)**

Nude on green drapes

signed 'W. RUSSELL FLINT' (lower right)

watercolour and gouache

29 x 44.5 cm (11 7/16 x 17 1/2 in.)

£7,000 - 9,000

€8,100 - 10,000

\$9,600 - 12,000



69 AR

**SIR WILLIAM RUSSELL FLINT R.A., P.R.W.S. (1880-1969)**

Amanda's Throne  
signed 'W. RUSSELL FLINT' (lower right) further signed and inscribed  
on the backboard (verso)  
watercolour  
37.5 x 53 cm. (14 3/4 x 20 7/8 in.)

**Provenance**

With Fine Art Society, London, 1936

**Literature**

Frank Rutter, *Modern Masters*, 1940, ill.p.313

£15,000 - 20,000

€17,000 - 23,000

\$21,000 - 27,000



# The following 24 Lots are from a Private Collection



70

70 AR

**FRANCIS CAMPBELL BOILEAU CADELL RSA RSW (1883-1937)**

Looking towards Charlotte Square

signed

watercolour

43 x 36 cm. (16 15/16 x 14 3/16 in.)

£4,000 - 6,000

€4,600 - 6,900

\$5,500 - 8,200



71

71

**GEORGE LESLIE HUNTER (1877-1931)**

The Shipyard Gate

signed 'L Hunter' (lower left)

pen and ink

20.2 x 21.5 cm. (7 15/16 x 8 7/16 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600



72



74



73



75

72 AR

**JOHN DUNCAN FERGUSSON RBA (1874-1961)**

'The Hill'

signed, titled and inscribed 'Title/The Hill/J.D.Fergusson/83 Rue ND des Champs/Paris VI' to original label, attached to current frame (verso)

watercolour

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

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

73 AR

**JAMES MCINTOSH PATRICK RSA ROI ARE LLD (1907-1998)**

View on Easdale Island

signed and dated 'J McIntosh Patrick /28' (lower right), further signed, dated and titled to artist's label (verso)

watercolour

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

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600

74 AR

**ATTRIBUTED TO JOHN MACLAUHLAN MILNE RSA (1886-1957)**

Dutch Canal

signed 'McLauchlan Milne' possibly added due to spelling (lower right)

watercolour

25 x 35 cm. (9 13/16 x 13 3/4 in.)

£500 - 700

€580 - 810

\$690 - 960

75 AR

**SIR WILLIAM GEORGE GILLIES CBE LLD RSA PPRSW RA (1898-1973)**

Cottages

signed 'W. Gillies' (lower right)

pencil and conte

35 x 50.5 cm. (13 3/4 x 19 7/8 in.)

£600 - 800

€690 - 920

\$820 - 1,100



76



77



78

76 AR

**SIR WILLIAM GEORGE GILLIES CBE LLD  
RSA PPRSW RA (1898-1973)**

Green panorama  
signed 'W. Gillies' (lower right)  
watercolour  
11 x 54 cm. (4 5/16 x 21 1/4 in.)  
on 2 sheets of paper

£600 - 800  
€690 - 920  
\$820 - 1,100

77 AR

**SIR WILLIAM GEORGE GILLIES CBE LLD  
RSA PPRSW RA (1898-1973)**

Near Howgate  
signed 'W. Gillies' (lower left)  
ink  
16.5 x 47.7 cm. (6 1/2 x 18 3/4 in.)

£500 - 700  
€580 - 810  
\$690 - 960

78 AR

**JOHN HOUSTON OBE RSA RSW RGI  
SSA (1930-2008)**

Botanical Garden  
signed and dated 'Houston/1969' (lower left)  
watercolour  
23.5 x 61 cm. (9 1/4 x 24 in.)

£600 - 800  
€690 - 920  
\$820 - 1,100

**Exhibited**

Edinburgh, The Scottish Gallery, *Festival  
Exhibition*, August 1971, cat.no.71





79



81



80

79 AR

**SIR WILLIAM MACTAGGART PPRSA RA FRSE HONRSW LLD (1903-1981)**

Country Scene

gouache

29 x 38 cm. (11 7/16 x 14 15/16 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600

**Provenance**

From the artist's sketchbook, studio stamp no.196  
With St Andrews Fine Art, April 1982

80 AR

**SIR ROBIN PHILIPSON RA PRSA FRSA RSW RGI DLITT LLD (1916-1992)**

Nude

signed and titled 'Negress Encroaching/Robin Philipson' to artist label (verso)

oil on canvasboard

28 x 18.5 cm. (11 x 7 5/16 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600

81 AR

**JOHN HOUSTON OBE RSA RSW RGI SSA (1930-2008)**

Cornfield after the storm

signed 'Houston' (lower left), further signed and inscribed (verso)

oil on board

17 x 25 cm. (6 11/16 x 9 13/16 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600



82



83

82 AR

**GEORGE DEVLIN RSW (1937-2014)**

Noon

signed 'George Devlin' (lower right) further signed, titled and dated March '75 (verso)

gouache

52.5 x 74 cm. (20 11/16 x 29 1/8 in.)

£600 - 800

€690 - 920

\$820 - 1,100

83 AR

**JOHN HOUSTON OBE RSA RSW RGI SSA (1930-2008)**

Tuscan Farmhouse

signed and dated 'John Houston '53' (lower left) watercolour and gouache

32 x 48 cm. (12 5/8 x 18 7/8 in.)

£500 - 700

€580 - 810

\$690 - 960

Houston was awarded an Edinburgh College of Art travelling scholarship in 1953. He travelled Italy with fellow student David Michie, staying from October 1953 - March 1954.

84 AR

**MARY ARMOUR RSA RSW (1902-2000)**

Portrait of a girl in blue dress

signed and dated 'MARY ARMOUR '59' (lower left)

oil on canvas

44 x 29 cm. (17 5/16 x 11 7/16 in.)

£500 - 700

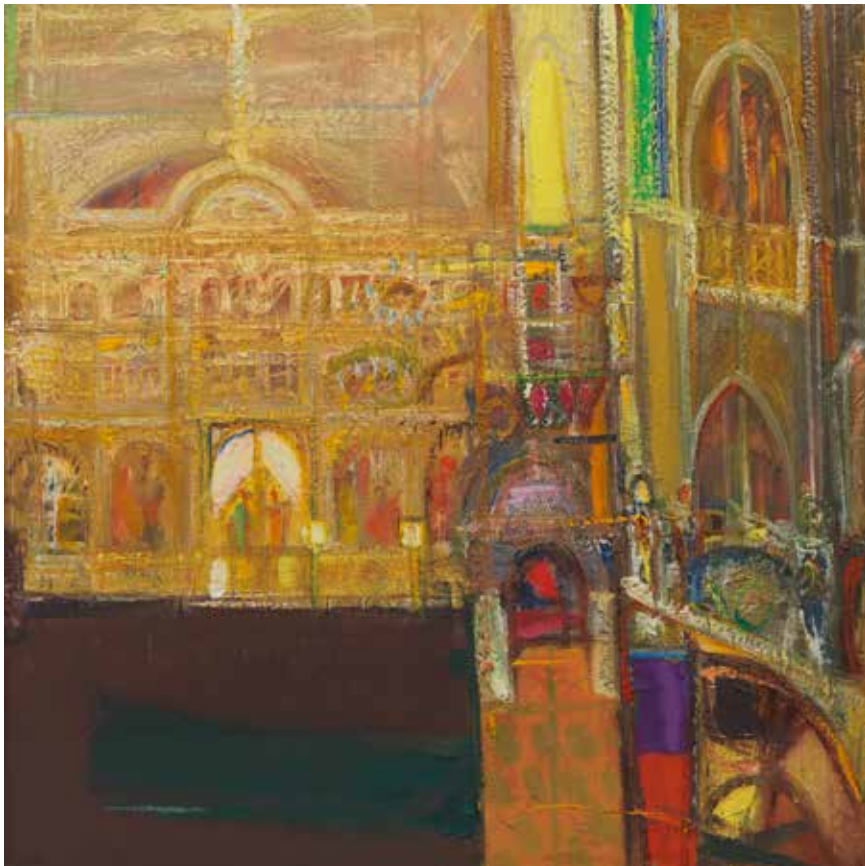
€580 - 810

\$690 - 960



84





85 AR

**SIR ROBIN PHILIPSON R.A., P.R.S.A.,  
R.S.W., R.G.I. (1916-1992)**

Interior II

signed and titled 'Robin Philipson/Interior II'  
(verso)

oil on canvas

50.8 x 50.8 cm. (20 x 20 in.)

£3,000 - 5,000

€3,500 - 5,800

\$4,100 - 6,900

85



86 AR

**ALBERTO MORROCCO OBE RSA RSW  
RP RGI LLD D UNIV (1917-1998)**

'Peasant Women by the Sea'

signed and dated 'Morrocco '79' (lower  
right), titled (verso)

oil on board

26 x 34 cm. (10 1/4 x 13 3/8 in.)

£4,000 - 6,000

€4,600 - 6,900

\$5,500 - 8,200

86



87<sup>AR</sup>

**ANNE REDPATH OBE RSA ARA LLD  
ARWS ROI RBA (1895-1965)**

Cassis

signed 'Anne Redpath' (lower left)

watercolour

19.5 x 26 cm. (7 11/16 x 10 1/4 in.)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100



87

88<sup>AR</sup>

**JAMES F T MORRISON RSA RSW LLD  
(1932-2020)**

Old Montrose

signed and dated 'Morrison 77' (lower right)

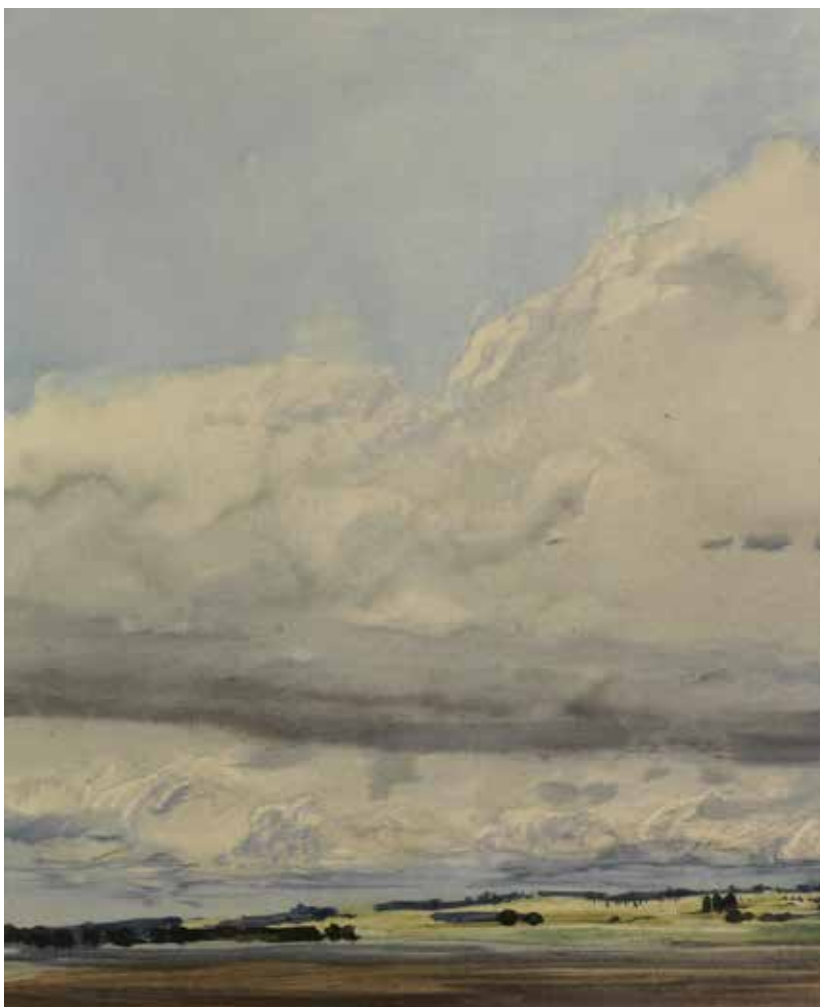
oil on board

55.5 x 45.5 cm. (21 7/8 x 17 15/16 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100



88



89



90

89<sup>AR</sup>

**DAME ELIZABETH BLACKADDER OBE  
RA RSA RSW RGI DLITT (BORN 1931)**

'Table and Flowers'

signed and dated 'E.V. Blackadder/1975'  
(lower left), further signed and titled to  
stretcher (verso)

oil on canvas

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

£3,000 - 5,000

€3,500 - 5,800

\$4,100 - 6,900

90<sup>AR</sup>

**DAME ELIZABETH BLACKADDER OBE  
RA RSA RSW RGI DLITT (BORN 1931)**

'White Cupboard'

signed and dated 'E.V. BLACKADDER 1964'  
(lower right), further signed and titled to the  
stretcher (verso)

oil on canvas

152 x 87 cm. (59 13/16 x 34 1/4 in.)

£4,500 - 6,000

€5,200 - 6,900

\$6,200 - 8,200



91

91 AR

**DAVID MCCLURE RSA RSW RGI (1926-1998)**

Girl in Blue and White  
signed and inscribed 'Girl in Blue and White  
(First Sketch)/David McClure' (verso)  
oil on cardboard  
24.5 x 19.5 cm. (9 5/8 x 7 11/16 in.)

£700 - 900  
€810 - 1,000  
\$960 - 1,200

92 AR

**DAVID MCCLURE RSA RSW RGI (1926-1998)**

Flowers in a Jug (1973)  
signed 'McClure' (lower right), further signed,  
titled and dated (verso)  
oil on canvas  
61 x 50.8 cm. (24 x 20 in.)

£2,500 - 4,000  
€2,900 - 4,600  
\$3,400 - 5,500

**Provenance**

With The Scottish Gallery, Edinburgh, stock.  
no.3274



92





93

93<sup>AR</sup>

**JOAN EARDLEY RSA (1921-1963)**

Woman with Basket

pastel

17.5 x 10.8 cm. (6 7/8 x 4 1/4 in.)

Estate No. ED632

£4,000 - 6,000

€4,600 - 6,900

\$5,500 - 8,200

**Provenance**

With Compass Gallery, circa 1970



94

94<sup>AR</sup>

**JOAN EARDLEY RSA (1921-1963)**

Dummy sucking

pastel

22.5 x 14.5 cm. (8 7/8 x 5 11/16 in.)

£6,000 - 8,000

€6,900 - 9,200

\$8,200 - 11,000

**Provenance**

With Roland, Browse & Delbanco

With Aitken Dott & Son, Edinburgh (stock no.4282)

**OTHER PROPERTIES**



95 AR

**JOAN EARDLEY RSA (1921-1963)**

Gable end of tenement

oil on board

43.5 x 35.5 cm. (17 1/8 x 14 in.)

**£10,000 - 15,000**

**€12,000 - 17,000**

**\$14,000 - 21,000**

**Exhibited**

Glasgow, The Art Gallery and Museum Kelvingrove and Edinburgh, Royal Scottish Academy, (The Arts Council of Great Britain), *Joan Eardley Memorial Exhibition*, January - March 1964, substituted for cat.no.82. Owner listed as Mrs Eardley (artist's mother)

"I like the friendliness of the back streets. Life is at its most uninhibited here. Dilapidation is often more interesting to a painter as is anything that has been used and looks used – whether it be an ivy-covered cottage, a broken farm cart or an old tenement..." Joan Eardley

Eardley rented a studio at 21 Cochrane Street on a street adjacent to Glasgow's City Chambers in 1949. Her next studio was at 204 St James Road, also in the Townhead area of Glasgow. This was a district of half-demolished tenements and obliterated streets. She recorded this community and its buildings during the time it was under 'threat' from the fast-approaching redevelopment. No artist had painted Glasgow's inner city the way Eardley did.

This example, in oil, depicts the gable end in bold dark lines and sections of dense pigment. Here we see the full range and force of her technique. The board has an uneven surface and may have been built up in places, with deep scoring throughout to enhance the composition. This technique is more widely seen in the marines of Catterline, but lends itself well to the gritty urban scene.

Eardley, who died at the tragically young age of 42, was one of Scotland's most remarkable artists of the post war period. This auction takes place just a few days before the centenary of Eardley's birth.

# The following 16 lots are from a Private Collection



96 AR

**ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA  
(1895-1965)**

The Harbour, Dublin  
signed 'Anne Redpath' (lower left), further signed and titled  
on label (verso)  
oil on board  
62 x 71.5 cm. (24 7/16 x 28 1/8 in.)  
Painted in c.1947

**£10,000 - 15,000**  
**€12,000 - 17,000**  
**\$14,000 - 21,000**

**Provenance**

A gift direct from the artist, thence by descent

**Exhibited**

Possibly, London, Society of Scottish Artists, 1947,  
*Dunlaoghaire Harbour*  
Possibly, London, Royal Academy, 1949, no.280,  
*Dunlaoghaire Harbour*  
Possibly, Glasgow, Royal Glasgow Institute, 1949,  
*Dunlaoghaire Harbour*  
Possibly, Edinburgh, Aitken Dott & Son, Anne Redpath  
Exhibition, October 1950

Redpath gifted this oil, at some point in the early 1950's, to close friends who were part of the intellectual and bohemian scene in Edinburgh at the time. They were also great friends with Katie Horsman. When Redpath moved to Edinburgh in 1949, she was completely in her element. Vogue magazine in its May 1950 issue reported that "she acts as the social centre of the Edinburgh's art world." The couple then gave it to one of their sons and daughter-in-law in 1958, as a wedding gift, and has remained with them ever since as part of their private collection.

It was always known in the family as *Dunlaoghaire Harbour*, however the label on the reverse provides a title of *The Harbour – Dublin*. Dun Laoghaire is on the outskirts of Dublin and the harbour is in Dublin Bay. This fresh-to-the market oil is a rare example of an Irish setting for a Redpath painting. She visited Ireland in 1947.

The late 1940's and early 1950's marked the turning point in Redpath's career as a successful artist. The paintings she produced during this period are evidently some of her most progressive and exciting. Her first exhibition at Aitken Dott in Edinburgh's Castle Street opened on 16th October 1950 and was a great success, both critically and financially. There were 64 paintings in total, including some Irish examples. The Daily Record reported that artist was "...one of the most popular, to judge by the crowd found milling around her one man show...and the rash or red spots betokening 'sold' that breaks out wherever her pictures appear". Most of the paintings were priced at under £100 and sold very well. The price on the label for this example states £50.





97 (verso)



97

97 AR

**ANNE REDPATH OBE RSA ARA LLD  
ARWS ROI RBA (1895-1965)**

Shasta daisies in a bowl (with buildings and  
tree study verso)

signed 'Anne Redpath' (lower right)

oil on board

27 x 34.8 cm. (10 5/8 x 13 11/16 in.)

£5,000 - 7,000

€5,800 - 8,100

\$6,900 - 9,600

#### Provenance

With Ewan Mundy

98 AR

**ANNE REDPATH OBE RSA ARA LLD  
ARWS ROI RBA (1895-1965)**

Bay by the Town, Canaries

signed 'Anne Redpath' (lower left)

gouache

25 x 34.5 cm. (9 13/16 x 13 9/16 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

#### Exhibited

Edinburgh, The Scottish Gallery, *New*

*Acquisitions*, 8-13 January 2007, cat.no.14



98



99

99

**GEORGE LESLIE HUNTER (1877-1931)**

Puffer in harbour

watercolour

46 x 58 cm. (18 1/8 x 22 13/16 in.)

**£1,000 - 1,500**

**€1,200 - 1,700**

**\$1,400 - 2,100**

**Provenance**

A gift from the artist and by descent

Sale; Bonhams, Edinburgh, April 2007, Lot 62



100

100 <sup>AR</sup>

**JAMES MCINTOSH PATRICK RSA ROI ARE LLD (1907-1998)**

The Voltarno

signed and dated 'J McIntosh Patrick /96' (lower right)

watercolour

32 x 40 cm. (12 5/8 x 15 3/4 in.)

**£700 - 900**

**€810 - 1,000**

**\$960 - 1,200**

**Provenance**

With The Fine Art Society, London, April 1946, no.49

With The Open Eye Gallery, Edinburgh



101

101 <sup>AR</sup>

**WILLIAM WILSON OBE RSA RSW (1905-1972)**

House with falling tree, Cumberland

watercolour

30 x 37 cm. (11 13/16 x 14 9/16 in.)

**£500 - 700**

**€580 - 810**

**\$690 - 960**

**Provenance**

With Bourne Fine Art

102<sup>AR</sup>

**ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA  
(1895-1965)**

French harbour scene  
signed in pencil 'Anne Redpath' (lower left)  
pencil, charcoal and watercolour on buff paper  
29 x 39 cm. (11 7/16 x 15 3/8 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

**Provenance**

Sale; Bonhams, Edinburgh, 20 October 2001, Lot 19



102

103<sup>AR</sup>

**ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA  
(1895-1965)**

Harbour and buildings, Fife, 1952  
coloured crayon  
23.5 x 33.5 cm. (9 1/4 x 13 3/16 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600

**Provenance**

The Artist's family

**Exhibited**

Edinburgh, The Scottish Gallery, *Anne Redpath - oils and works on paper*, August - September 2008, cat.no.9



103

104<sup>AR</sup>

**ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA  
(1895-1965)**

Houses and caravans  
pastel  
35 x 40 cm. (13 3/4 x 15 3/4 in.)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

**Exhibited**

Edinburgh, The Scottish Gallery, *Aspects of Scottish Drawing*, 7-11 November 2001



104





105

105 AR

**SIR WILLIAM GEORGE GILLIES CBE LLD RSA PPRSW RA (1898-1973)**

From a window, Temple  
signed 'W Gillies' (lower right)  
watercolour  
38.8 x 56 cm. (15 1/4 x 22 1/16 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

**Provenance**

Exhibited; Aitken Dott, *Festival Exhibition*, 1954, cat.no.51  
Sale; Bonhams, Edinburgh, April 2000, Lot 171



106

106 AR

**DAVID MCCLURE RSA RSW RGI (1926-1998)**

Hospital and square, Toledo, 1952  
signed 'David McClure' (lower right)  
gouache  
22.5 x 33.5 cm. (8 7/8 x 13 3/16 in.)

£500 - 700

€580 - 810

\$690 - 960

**Provenance**

The Artist's estate, no.18  
Exhibition; The Scottish Gallery, *Hamish Reid and David McClure Travelling Scholarship to Spain 52/53*, February - March 2006



107

107 AR

**PENELOPE BEATON, ARSA RSW (1886-1963)**

Harbour, Queensferry  
signed 'Penelope Beaton' (lower right)  
ink, watercolour and gouache  
45.5 x 57 cm. (17 15/16 x 22 7/16 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600

**Exhibited**

Edinburgh, The Scottish Gallery, *Penelope Beaton Memorial Exhibition*, January - February 1982, cat.no.21

**Provenance**

The artist's studio  
Sale; Bonhams, Edinburgh, December 2003, Lot 6



108

108 AR

**SIR WILLIAM GEORGE GILLIES CBE LLD RSA PPRSW RA (1898-1973)**

Temple village

signed 'W Gillies' (lower left)

pencil sketch

25.3 x 36.5 cm. (9 15/16 x 14 3/8 in.)

£600 - 800

€690 - 920

\$820 - 1,100

#### Provenance

A gift from the artist

Sale; Bonhams, Edinburgh, 2 December 2005, Lot 80

109

**JOSEPH CRAWHALL RSW (1861-1913)**

Animal studies

pencil

17.5 x 12.8 cm. (6 7/8 x 5 1/16 in.)

£500 - 700

€580 - 810

\$690 - 960

#### Provenance

E.C. Challoner, inscribed on the previous frame

With Ewan Mundy Fine Art

110 AR

**DAVID MCCLURE RSA RSW RGI (1926-1998)**

Dundee Magnolia

signed 'McClure' (lower right) and inscribed 'BEST WISHES TO JAMES from David and Angela' (lower centre)

watercolour

45.6 x 31.2 cm. (17 15/16 x 12 5/16 in.)

The dedication is to James McIntosh Patrick on the occasion of his 90th Birthday.

£1,000 - 1,500

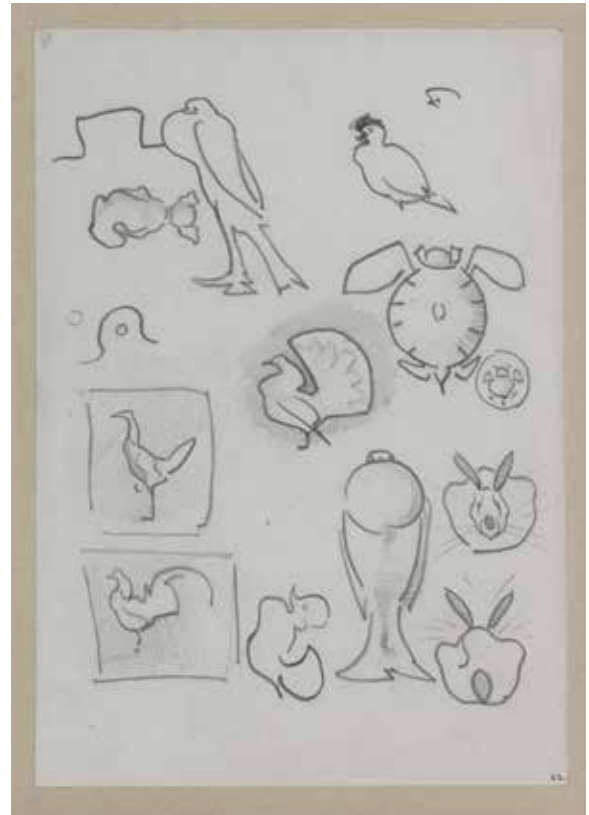
€1,200 - 1,700

\$1,400 - 2,100

#### Provenance

Sale; Christie's, McIntosh Patrick Studio Sale, 26 September 1998, Lot 233

Sale; Christie's, The Scottish Sale, 28 October 1999, Lot 189



109



110



111 AR

**DAME ELIZABETH BLACKADDER OBE  
RA RSA RSW RGI DLITT (BORN 1931)**

Burano Cat, 2003

signed and dated 'Elizabeth V  
Blackadder/2003' (lower left), further  
inscribed and dated to artist's label (verso)  
pencil and crayon

24 x 30 cm. (9 7/16 x 11 13/16 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

**Exhibited**

Edinburgh, The Scottish Gallery, *Elizabeth  
Blackadder - New Paintings*, Edinburgh  
Festival Exhibition, August - September  
2004, cat.no.62

111



**OTHER PROPERTIES**

112 AR

**DAME ELIZABETH BLACKADDER OBE  
RA RSA RSW RGI DLITT (BORN 1931)**

Bearded Iris

signed and dated 'Elizabeth V  
Blackadder/1980' (lower right)  
watercolour

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

£1,500 - 2,000

€1,700 - 2,300

\$2,100 - 2,700

**Provenance**

With Ewan Mundy Fine Art  
Sale; Bonhams, Edinburgh, 18 August 2009,  
Lot 1103

112





113

113 AR

**ANNE REDPATH OBE RSA ARA LLD  
ARWS ROI RBA (1895-1965)**

Two watercolours

Lakeside Tree, signed 'Anne Redpath' (lower right)

watercolour and conte

35.5 x 26.5 cm (14 x 10 7/16 in.)

together with another similar of boats in a harbour (2)

£1,200 - 1,600

€1,400 - 1,800

\$1,600 - 2,200

114 AR

**PERPETUA POPE (1916-2013)**

Orchids and Bedstraw, Barra

signed 'Perpetua Pope' (lower right)

oil on canvas

61 x 45.5 cm. (24 x 17 15/16 in.)

£600 - 800

€690 - 920

\$820 - 1,100



113



114



115 †  
**EDWARD ARTHUR WALTON RSA PRSW  
 HRWS (1860-1922)**

Pastoral landscape with cattle  
 signed 'E A Walton' (lower right)  
 oil on canvas  
 68 x 83 cm. (26 3/4 x 32 11/16 in.)

£3,000 - 5,000  
 €3,500 - 5,800  
 \$4,100 - 6,900

**Provenance**

Sale: Sotheby's, Gleneagles, 2 September  
 1998, Lot 1397

116 †  
**SIR DAVID YOUNG CAMERON RA RSA  
 RWS RSW RE (1865-1945)**

'Ostia'  
 signed 'D Y Cameron' (lower left and lower  
 right), further signed and inscribed on  
 stretcher (verso)  
 oil on canvas  
 55.4 x 103 cm. (21 13/16 x 40 9/16 in.)

£4,000 - 6,000  
 €4,600 - 6,900  
 \$5,500 - 8,200

115



116



117

117 † AR

**SIR WILLIAM GEORGE GILLIES CBE LLD RSA PPRSW RA (1898-1973)**

Arriston Wood  
signed 'Wm Gillies' (lower right)  
ink and watercolour  
45.5 x 60.6 cm. (17 15/16 x 23 7/8 in.)

£600 - 800  
€690 - 920  
\$820 - 1,100

**Exhibited**

The Scottish Gallery, Edinburgh, *The Scottish Gallery Gillies Exhibition*, January 1986, cat.no.31

118 † AR

**DUNCAN SHANKS RSA RSW RGI (BORN 1937)**

'Riverside Gardens, Autumn'  
signed 'Shanks' (lower right), further signed and inscribed on artist's label (verso)  
mixed media  
68 x 97.5 cm (26 3/4 x 38 3/8 in.)

£600 - 800  
€690 - 920  
\$820 - 1,100

**Provenance**

With Roger Billcliffe Fine Art

119 † AR

**DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI DLITT (BORN 1931)**

Poppies  
signed and dated 'Elizabeth V Blackadder/1999' (lower right)  
watercolour  
41 x 28 cm. (16 1/8 x 11 in.)

£2,000 - 3,000  
€2,300 - 3,500  
\$2,700 - 4,100

**Exhibited**

The Scottish Gallery, Edinburgh, *Christmas Exhibition*, 29 November - 24 December 1999, cat.no.4



118



119





120 † AR

**VICTORIA CROWE OBE RSA RSW  
(BORN 1945)**

'Snow blown garden'

signed 'Victoria Crowe' (lower right) further  
signed and inscribed to stretcher tape (verso)

oil on canvas

98 x 112 cm. (38 9/16 x 44 1/8 in.)

£3,000 - 5,000

€3,500 - 5,800

\$4,100 - 6,900

120



121 † AR

**DAVID ALAN REDPATH MICHIE RSA RGI  
FRSA(SCOT) (1928-2015)**

'Gallardia'

signed 'David Michie' (lower left), signed and  
titled on artist label (verso)

oil on canvas

131 x 152 cm (51 9/16 x 59 13/16 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600

**Exhibited**

Edinburgh, The Scottish Gallery, *David Michie*  
- *Recent Paintings*, 2 July - 6 August 1994,  
cat.no.3

121

122 † AR

**BARBARA RAE C.B.E., R.A., R.S.A.  
(BORN 1943)**

'Ploughed fields, Volterra, October'  
signed 'Rae' (lower right), titled (verso)  
mixed media on board  
80.5 x 101 cm. (31 11/16 x 39 3/4 in.)

£1,500 - 2,000

€1,700 - 2,300

\$2,100 - 2,700

**Exhibited**

Edinburgh, The Scottish Gallery, *Barbara Rae*  
- *Edinburgh Festival Exhibition*, 11 August - 6  
September 1995, cat.no. 6



122

123 † AR

**ALBERTO MORROCCO OBE RSA RSW  
RP RGI LLD D UNIV (1917-1998)**

'Love, Wall and Palms'  
signed and dated 'Morrocco/96' (right),  
further signed and titled on artist's label  
(verso)  
oil on board  
81.3 x 71.1 cm (32 x 28 in.)

£5,000 - 7,000

€5,800 - 8,100

\$6,900 - 9,600

**Exhibited**

Edinburgh, The Scottish Gallery, *Alberto  
Morrocco - New Paintings*, *Edinburgh  
Festival Exhibition*, 9 August - 4 September  
1996, cat.no. 25



123





124 AR

**JAMES MCINTOSH PATRICK RSA ROI ARE LLD (1907-1998)**

Springtime in Perthshire

signed 'McIntosh Patrick' (lower left) oil on canvas

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

£15,000 - 20,000

€17,000 - 23,000

\$21,000 - 27,000

**Provenance**

With The Fine Art Society, London

Sale: Sotheby's, London, 18 November 2015, Lot 67





125



126

125 AR

**JOHN CUNNINGHAM RGI DLITT (1926-1998)**

North End of Skye from Gairloch  
signed 'J. Cunningham' (lower right)  
oil on canvas

41 x 71 cm. (16 1/8 x 27 15/16 in.)

£3,000 - 5,000

€3,500 - 5,800

\$4,100 - 6,900

**Provenance**

With Flying Colours Gallery, London

126 AR

**JOHN HOUSTON OBE RSA RSW RGI SSA (1930-2008)**

At the Coast, Morning  
signed 'Houston' (lower left); further signed, titled and dated 2004 on  
artist's label (verso)

oil on board

31 x 46 cm. (12 3/16 x 18 1/8 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600

**Provenance**

With Browse and Darby, London



127<sup>AR</sup>

**DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI  
DLITT (BORN 1931)**

'Freesias, Tulips and Pansies and Cat'

signed and dated 'Elizabeth V Blackadder 1982' (lower right), further  
signed and titled (verso)

watercolour

48.5 x 61 cm. (19 1/8 x 24 in.)

£8,000 - 12,000

€9,200 - 14,000

\$11,000 - 16,000



128 AR

**DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI  
DLITT (BORN 1931)**

Early Spring Flowers

signed and dated 'Elizabeth V Blackadder 1989' (lower left), further  
signed and titled (verso)

watercolour

31.7 x 37 cm. (12 1/2 x 14 9/16 in.)

£6,000 - 8,000

€6,900 - 9,200

\$8,200 - 11,000





129<sup>AR</sup>

**CRAIGIE AITCHISON C.B.E., R.S.A., R.A. (1926-2009)**

Anemones with red background  
signed 'Craigie AITCHISON' (verso)  
oil on canvas  
40.6 x 40.6 cm. (16 x 16 in.)  
unframed  
painted circa 1956/7

£8,000 - 12,000  
€9,200 - 14,000  
\$11,000 - 16,000

**Provenance**

Gifted by Aitchison to a close friend, who had studied at The Slade at the same time, in exchange for one of their paintings in the mid to late 1950's, and thence by descent



130<sup>AR</sup>

**CRAIGIE AITCHISON C.B.E., R.S.A., R.A. (1926-2009)**

Anemones with red/purple/blue background

oil on canvas

40.6 x 40.6 cm. (16 x 16 in.)

unframed

Painted circa 1956/7

£8,000 - 12,000

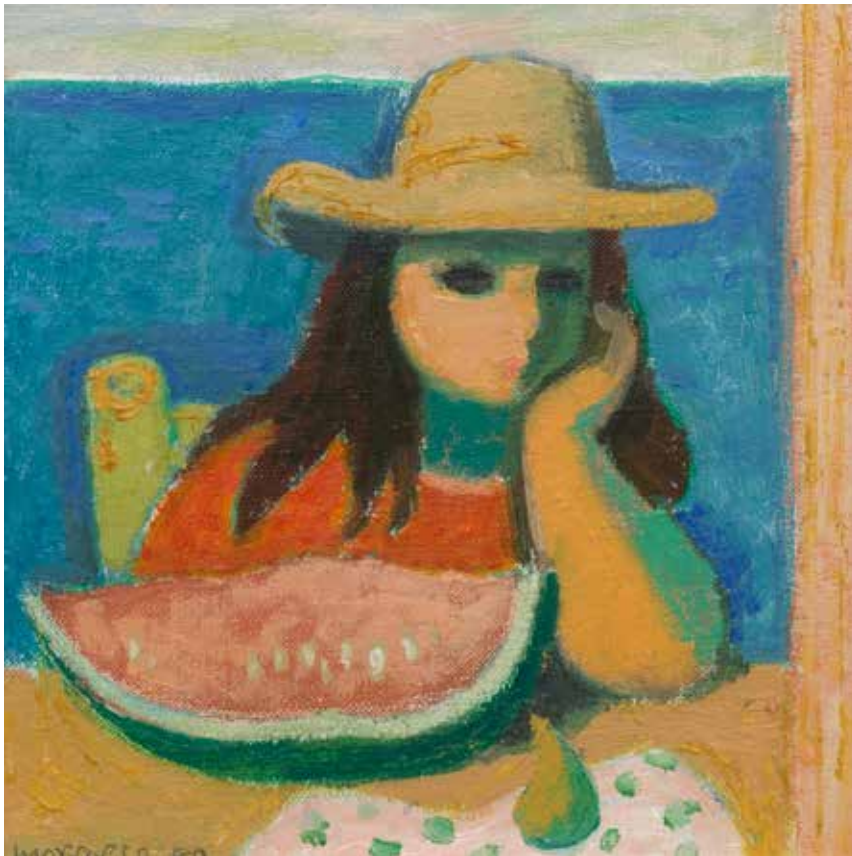
€9,200 - 14,000

\$11,000 - 16,000

#### Provenance

Gifted by Aitchison to a close friend, who had studied at The Slade at the same time, in exchange for one of their paintings in the mid to late 1950's, and thence by descent





131 AR

**ALBERTO MORROCCO OBE RSA RSW  
RP RGI LLD D UNIV (1917-1998)**

'Child by the Sea'

signed and dated 'Morrocco 89' (lower left),  
further signed and inscribed on artist's label  
(verso)

oil on board

19 x 19.7 cm. (7 1/2 x 7 3/4 in.)

£4,000 - 6,000

€4,600 - 6,900

\$5,500 - 8,200

132 AR

**SIR ROBIN PHILIPSON RA PRSA FRSA  
RSW RGI DLITT LLD (1916-1992)**

'Interior' 1980

signed 'Robin Philipson' (verso), further  
signed, inscribed and dated on artist's label  
(on stretcher verso)

oil on canvas

34.2 x 48.2 cm. (13 7/16 x 19 in.)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

131



132



133 AR

**ROBERT COLQUHOUN (1914-1962)**

Head

signed and dated 'Colquhoun/1959' (lower left)

mixed media on buff paper

49.5 x 35.3 cm. (19 1/2 x 13 7/8 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

134 AR

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

Jenna Maree in harbour

signed 'Bellany' (lower right)

oil on canvas

90.5 x 121 cm. (35 5/8 x 47 5/8 in.)

£4,000 - 6,000

€4,600 - 6,900

\$5,500 - 8,200



133



134



135

135 AR

**STEVEN CAMPBELL (1953-2007)**

Nursery of the Barber/ed Hatter (2004)  
signed and dated on the stretcher (verso)  
oil on canvas  
81 x 60 cm. (31 7/8 x 23 5/8 in.)

£4,000 - 6,000  
€4,600 - 6,900  
\$5,500 - 8,200

**Provenance**

Sotheby's, Hopetoun House, 18 April 2005, Lot 205



136

136 AR

**STEVEN CAMPBELL (1953-2007)**

The Girl at Dawn/Sunset Gate  
oil on canvas, laid on panel  
106 x 88.5 cm. (41 3/4 x 34 13/16 in.)

£5,000 - 7,000  
€5,800 - 8,100  
\$6,900 - 9,600



137

137 AR

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

Scarlet Cord

signed 'Bellany' (upper right)

oil on canvas

121.5 x 91 cm. (47 13/16 x 35 13/16 in.)

£4,000 - 6,000

€4,600 - 6,900

\$5,500 - 8,200



138

138 AR

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

Fish Lady

signed 'Bellany' (lower right), further signed and dated in pencil to  
stretcher 'John Bellany 2006' (verso)

oil on canvas

75.5 x 61 cm. (29 3/4 x 24 in.)

£3,000 - 5,000

€3,500 - 5,800

\$4,100 - 6,900





139 \* AR

**ARCHIE FORREST RGI (BORN 1950)**

Symphony

signed 'Forrest' (lower left)

oil on canvas

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

£3,000 - 5,000

€3,500 - 5,800

\$4,100 - 6,900

**Exhibited**

London, Portland Gallery, December 1991

139



140 AR

**SIR ROBIN PHILIPSON R.A., P.R.S.A.,  
R.S.W., R.G.I. (1916-1992)**

Cockfight

signed and titled on artist label (verso)

oil on canvas

91.5 x 91.5 cm. (36 x 36 in.)

£4,000 - 6,000

€4,600 - 6,900

\$5,500 - 8,200

140

141 AR

**ARCHIE FORREST RGI (BORN 1950)**

Cote d'Azur  
signed 'Forrest' (lower left)  
oil on canvas  
101.6 x 111.8 cm. (40 x 44 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

**Provenance**

With The Portland Gallery, London, December  
1993



141

142 AR

**JAMES DOWNIE ROBERTSON RSA RSW  
RGI (1931-2010)**

Sunset over the hills  
signed 'Robertson' (lower right)  
oil on canvas  
96.5 x 100.5cm. (38 x 39 9/16in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

**Provenance**

Sale; Bonhams, Edinburgh, 25 April 2018,  
Lot 84



142





143



145



144

143 AR

**JOHN LOWRIE MORRISON (BORN 1948)**

Snow and Spray, Buchan Ness

signed 'jolomo' (lower right), further signed, titled and dated 2011 (verso)

oil on canvas

30.5 x 30.5 cm. (12 x 12 in.)

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600

144 AR

**JOHN LOWRIE MORRISON (BORN 1948)**

Ulva Schoolhouse and Ben More

signed and dated 'jolomo/2001' (lower right), further signed, titled and dated (verso)

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

145 AR

**JOHN LOWRIE MORRISON (BORN 1948)**

Road to Balvicar

signed 'jolomo' (lower right), further signed, titled and dated 2004 (verso)

oil on canvas

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

£800 - 1,200

€920 - 1,400

\$1,100 - 1,600





146

146 AR

**JOHN LOWRIE MORRISON (BORN 1948)**

Red roofs, Iona  
signed and dated 'jolomo/2001' (lower right), further signed, titled and dated (verso)  
oil on canvas  
40 x 40 cm. (15 3/4 x 15 3/4 in.)

£1,500 - 2,000

€1,700 - 2,300

\$2,100 - 2,700

147 AR

**JOHN LOWRIE MORRISON (BORN 1948)**

High Summer at the Moorings, Isle of Iona  
signed 'jolomo' (lower right), further signed, titled and dated 2012 (verso)  
oil on canvas  
60 x 60 cm. (23 5/8 x 23 5/8 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100

148 AR

**JACK HOGGAN (VETTRIANO) (BORN 1951)**

Boy with boat at the beach  
signed 'Hoggan' (lower right)  
oil on board  
40.7 x 50.8 cm. (16 x 20 in.)

£2,000 - 3,000

€2,300 - 3,500

\$2,700 - 4,100



147



148



149<sup>AR</sup>

**JACK VETTRIANO OBE HON LLD (BORN 1951)**

Surrender II

signed 'VETTRIANO' (lower right)

oil on canvas

30.5 x 25.4 cm. (12 x 10 in.)

**£10,000 - 15,000**

**€12,000 - 17,000**

**\$14,000 - 21,000**

**Exhibited**

London, Portland Gallery, *Devotion and Surrender*, 8 April - 13 May  
2006, cat.no.24

**Provenance**

With Heartbreak Fine Art, London



150 AR

**JACK VETTRIANO OBE HON LLD (BORN 1951)**

The Great Poet, study  
signed 'VETTRIANO' (lower right)  
oil on canvas  
38.1 x 30.5cm (15 x 12in).  
painted 2004

£15,000 - 20,000

€17,000 - 23,000

\$21,000 - 27,000

**Provenance**

With Heartbreak Fine Art, London





151 AR

**JACK VETTRIANO OBE HON LLD (BORN 1951)**

Tomorrow Never Comes  
signed 'VETTRIANO' (lower left)  
oil on canvasboard  
76.2 x 50.8 cm. (30 x 20 in.)  
painted 1997

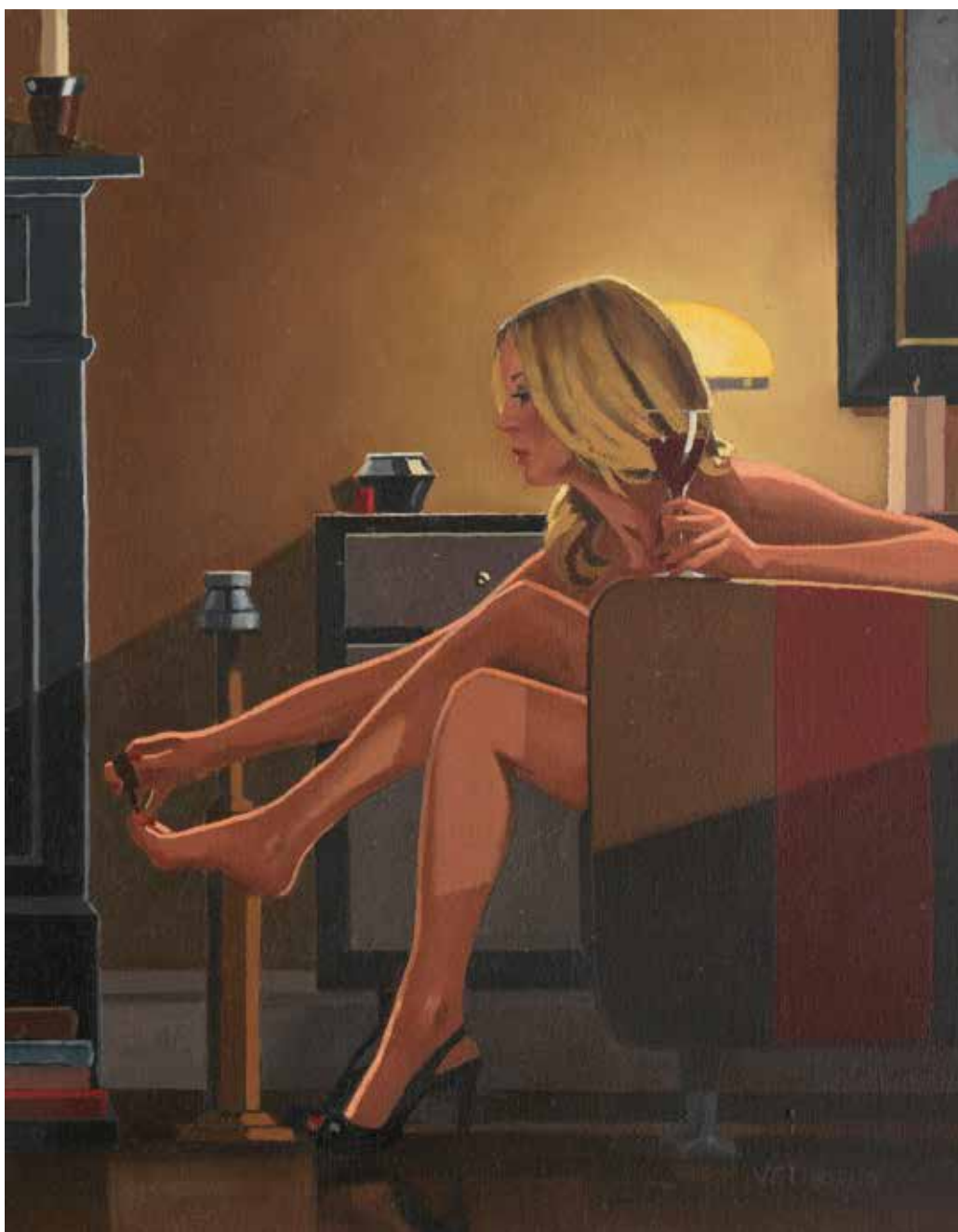
£30,000 - 50,000

€35,000 - 58,000

\$41,000 - 69,000

**Exhibited**

London, Portland Gallery, August 1997, no.33



152<sup>AR</sup>

**JACK VETTRIANO OBE HON LLD (BORN 1951)**

For My Lover  
signed 'VETTRIANO' (lower right)  
oil on canvas  
50.8 x 40.7 cm. (20 x 16 in.)  
painted 2013

£30,000 - 50,000

€35,000 - 58,000

\$41,000 - 69,000

**Provenance**

With Heartbreak Fine Art, London

**Exhibited**

Glasgow, Kelvingrove Museum & Art Gallery, *Jack Vettriano: A Retrospective*, 21 September 2013 - 24 February 2014



153<sup>AR</sup>

**JACK VETTRIANO OBE HON LLD (BORN 1951)**

Night Geometry

signed 'VETTRIANO' (lower right)

oil on canvas

76.2 x 61 cm. (30 x 24 in.)

Painted 1996

£50,000 - 70,000

€58,000 - 81,000

\$69,000 - 96,000

**Provenance**

With Heartbreak Fine Art, London

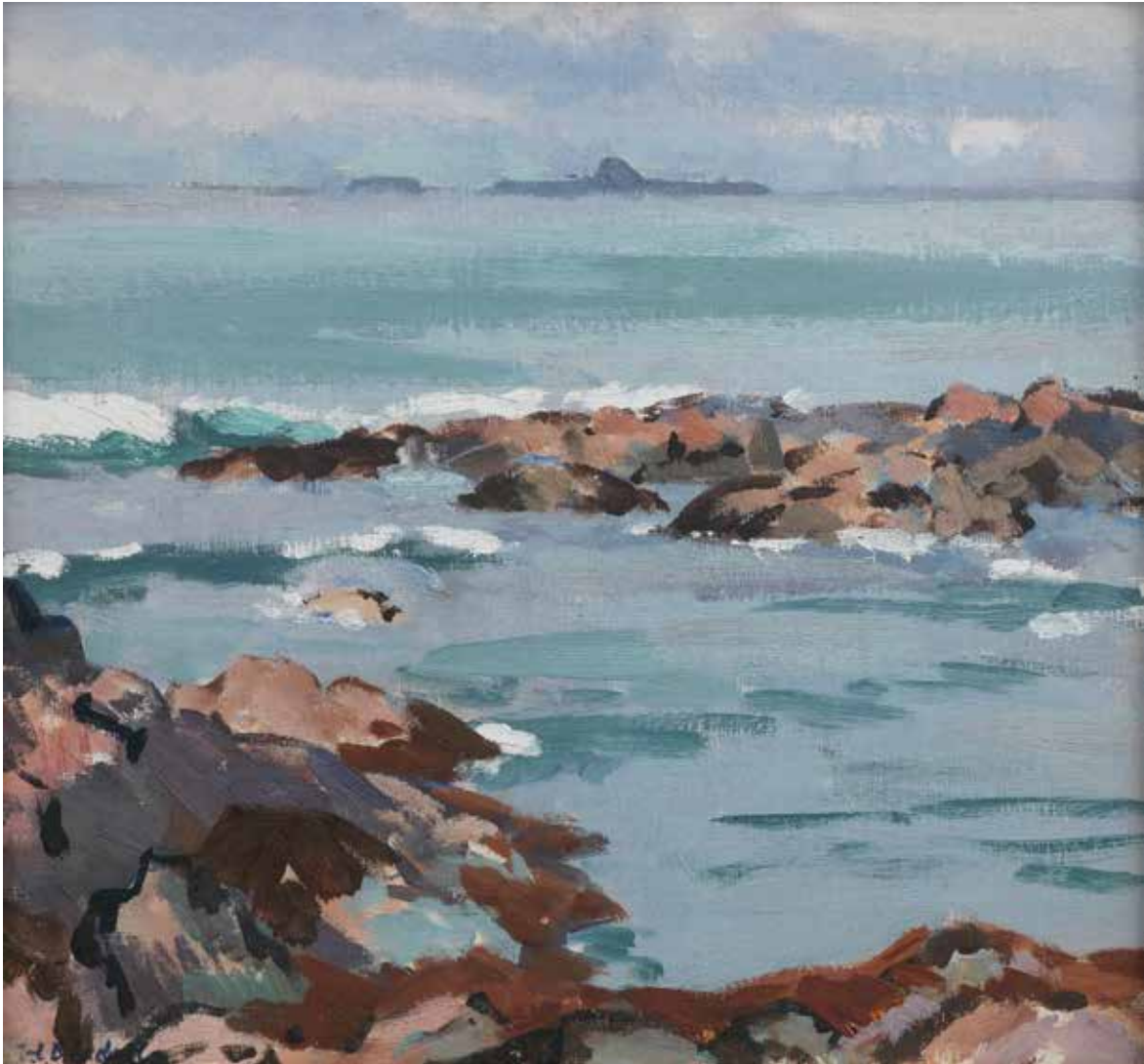


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# Bonhams

AUCTIONEERS SINCE 1793



## The Scottish Sale

Edinburgh | 14 October 2021



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[bonhams.com/scottishart](https://bonhams.com/scottishart)

### FRANCIS CAMPBELL BOILEAU CADELL RSA RSW (BRITISH, 1883-1937)

The Dutchman (1932)  
£30,000 - 50,000 \*



# Bonhams

AUCTIONEERS SINCE 1793



## 19th Century and British Impressionist Art

New Bond Street, London | 22 September 2021



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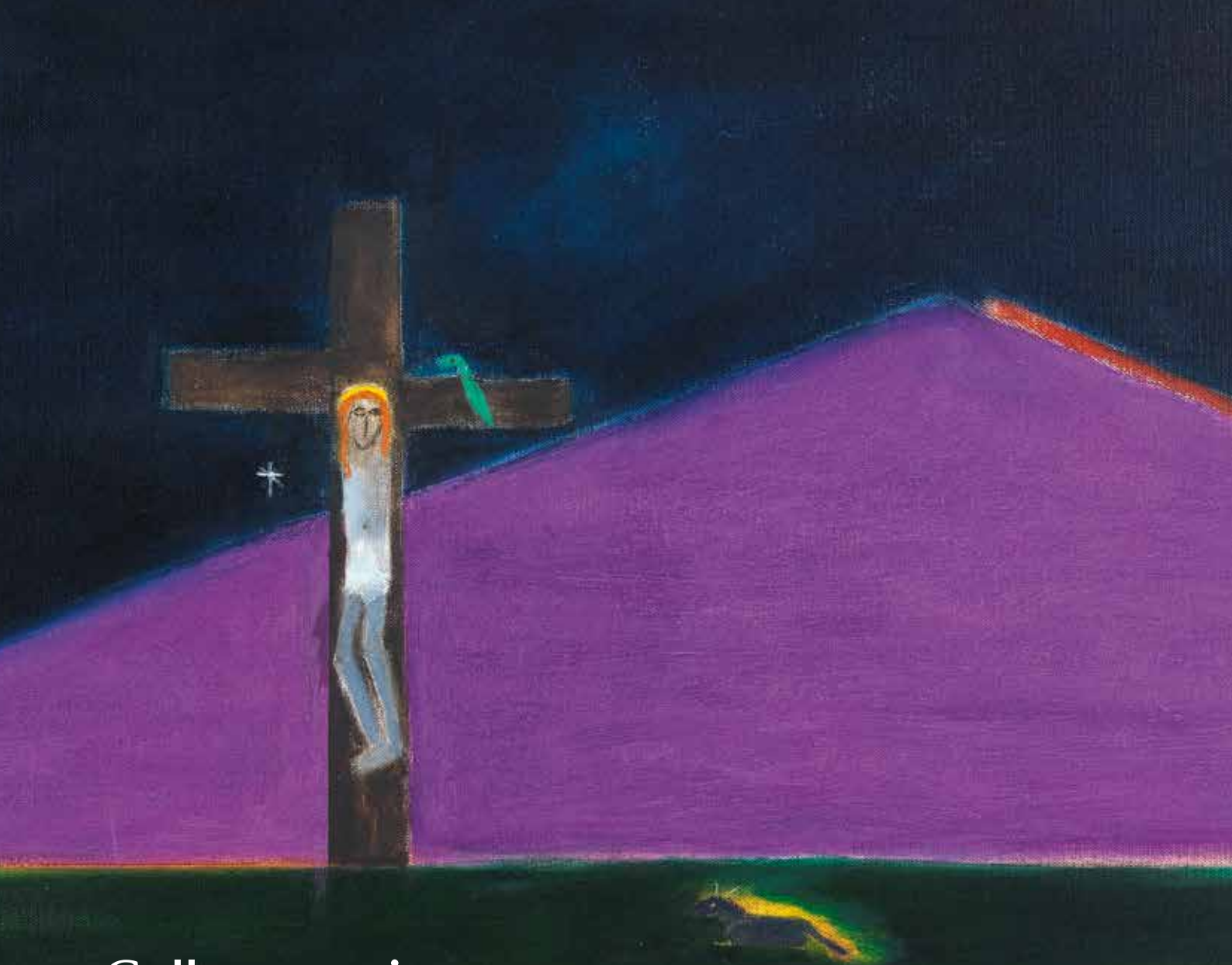
### ARCHIBALD THORBURN (BRITISH, 1860-1935)

Blackgame  
signed and dated 'Archibald Thorburn/1902' (lower left)  
watercolour and bodycolour  
53.5 x 75cm (21 1/16 x 29 1/2in)  
£60,000 - 80,000 \*



# Bonhams

AUCTIONEERS SINCE 1793



## Call to consign Modern British & Irish Art

New Bond Street, London | 30 June 2021



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**CLOSING DATE FOR  
CONSIGNMENTS**  
14th May 2021

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[britart@bonhams.com](mailto:britart@bonhams.com)  
[bonhams.com/PIC-MBT](https://bonhams.com/PIC-MBT)

**CRAIGIE AITCHISON C.B.E.,  
R.S.A., R.A. (1926-2009)**  
Crucifixion  
oil on canvas  
62.8 x 62.8 cm. (24 3/4 x 24 3/4 in.)  
**£25,000 - 35,000 \***

\* For details of the charges payable in addition to the final hammer price, please visit [bonhams.com/buyersguide](https://bonhams.com/buyersguide)

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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. Prices depend upon bidding and lots can sell for *Hammer*

*Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot’s* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams’* reasonable opinion as to the *Lot’s* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

#### *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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 is put up for *Sale*. We have complete discretion in which 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 equaling 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and/or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams’* reputation.

#### *Bidding in person*

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

*Bonhams* will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

#### *Bidding through an agent*

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full

details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

**You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.**

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) 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. 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.

Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or vice versa.

**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* including the warranties as to your status and source of funds. 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. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this Sale.

**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* on each *Lot* purchased:

27.5% of the *Hammer Price* on the first £10,000; plus  
25% of the *Hammer Price* from £10,001 and up to £450,000; plus  
20% of the *Hammer Price* from £450,001 and up to £4,500,000; plus  
14.5% of the *Hammer Price* above £4,500,000

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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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  
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 issued in the name of the Buyer (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 issued in the name of the Buyer (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. We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the

*Sale* of any *Lot*. If you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

**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.

#### 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION Proof of Firearms

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

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

#### Guns Sold as Parts

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

#### Condition of Firearms

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

#### Original Gun Specifications Derived from Gunmakers

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

#### Licensing Requirements

##### Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

#### Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEBRA 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 attempt to detail, as far as practicable, 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. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

#### Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

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

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

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

#### Options to buy parcels

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

#### Wines in Bond

Wines lying in Bond are marked Δ. 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 <i>Additional Premium</i> will be payable to us by the <i>Buyer</i> to cover our <i>Expenses</i> relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.       |
| ○  | The <i>Seller</i> has been guaranteed a minimum price for the <i>Lot</i> , either by <i>Bonhams</i> 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](http://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](mailto:info@bonhams.com)

#### APPENDIX 1

#### BUYERS SALE CONTRACT WITH SELLER

**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 on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.**

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

#### 1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* 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 WARRANTIES AND 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 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 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* or on the *Bonhams* website, 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*.

#### 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 any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* 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 *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 after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. 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* beyond 7 days from the day of 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: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

#### 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 in full 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: (i) *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* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
- 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 should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 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.
- 7.5 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*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

#### 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

#### 9 THE SELLER'S LIABILITY

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

- person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
- 10 MISCELLANEOUS**
- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams* Holdings Limited and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
- 11 GOVERNING LAW**
- All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

## APPENDIX 2

### BUYER'S AGREEMENT WITH BONHAMS

**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* and following completion of our enquiries pursuant to paragraph 3.11;
- 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 AND BUYER WARRANTIES**
- 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 [AF], 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*.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not

- under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through *Bonhams* are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.
- 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, and once we have completed our investigations under paragraph 3.11, 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 ensure 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 in this instance 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 3, 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 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the **risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.**

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

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

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

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

## **9 FORGERIES**

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, VAT and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

## **10 OUR LIABILITY**

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* 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 (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) 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](http://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](mailto: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

**"Account"** the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

**"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"** Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Expenses"** charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

**"Forgery"** an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

**"Guarantee"** the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

**"Hammer Price"** the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

**"Loss and Damage Warranty"** means the warranty described in paragraph 8.2 of the Conditions of Business.

**"Loss and Damage Warranty Fee"** means the fee described in paragraph 8.2.3 of the Conditions of Business.

**"Lot"** any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

**"Motoring Catalogue Fee"** a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

**"New Bond Street"** means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

**"Notional Charges"** the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

**"Notional Fee"** the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

**"Notional Price"** the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

**"Notice to Bidders"** the notice printed at the back or front of our *Catalogues*.

**"Purchase Price"** the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

**"Reserve"** the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

**"Sale"** the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

**"Sale Proceeds"** the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any VAT chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

**"Seller"** the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

**"Specialist Examination"** a visual examination of a *Lot* by a specialist on the *Lot*.

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

**"Standard Examination"** a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

**"Storage Contract"** means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

**"Storage Contractor"** means the company identified as such in the *Catalogue*.

**"Terrorism"** means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

**"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](http://www.bonhams.com)

**"Withdrawal Notice"** the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

**"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

### GLOSSARY

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

**"artist's resale right"**: the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

**"bailee"**: a person to whom goods are entrusted.

**"indemnity"**: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

**"interpleader proceedings"**: proceedings in the Courts to determine ownership or rights over a *Lot*.

**"knocked down"**: when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

**"lien"**: a right for the person who has possession of the *Lot* to retain possession of it.

**"risk"**: the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

**"title"**: the legal and equitable right to the ownership of a *Lot*.

**"tort"**: a legal wrong done to someone to whom the wrong doer has a duty of care.

**"warranty"**: a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

### 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."

# Registration and Bidding Form

(Attende / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

# Bonhams

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

## 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 e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box ☐ Would you like to receive e-mailed information from us? if so please tick this box ☐

## Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

## If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: Scottish Art	Sale date: 13 May 2021
Sale no. 26692	Sale venue: Edinburgh
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.	
<b>General Bid Increments:</b> £10 - 200 .....by 10s £200 - 500 .....by 20 / 50 / 80s £500 - 1,000 .....by 50s £1,000 - 2,000 .....by 100s £2,000 - 5,000 .....by 200 / 500 / 800s £5,000 - 10,000 .....by 500s £10,000 - 20,000 .....by 1,000s £20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s £50,000 - 100,000 .....by 5,000s £100,000 - 200,000 .....by 10,000s above £200,000 .....at the auctioneer's discretion	
<b>The auctioneer has discretion to split any bid at any time.</b>	
Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	
<b>Please answer all questions below</b>	
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.	
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.	
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement	
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>	If registered for VAT in the EU please enter your registration here: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/>

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

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

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

**NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.**

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

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

UK/08/19









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**AUCTIONEERS SINCE 1793**