

An abstract painting featuring a variety of colors including purple, red, blue, green, yellow, and brown, applied with thick, expressive brushstrokes on a light-colored background. The composition is dynamic and textured.

MODERN BRITISH AND IRISH ART

Tuesday 15 March 2016
Knightsbridge, London

Bonhams



MODERN BRITISH AND IRISH ART

Tuesday 15 March, 2pm
Knightsbridge, London

BONHAMS

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Knightsbridge
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£12

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Please see page 2 for bidder information including after-sale collection and shipment

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ILLUSTRATION

Front cover : Lot 101
Back cover: Lot 2
Inside front: Lot 11
Inside back: Lot 92

IMPORTANT INFORMATION

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

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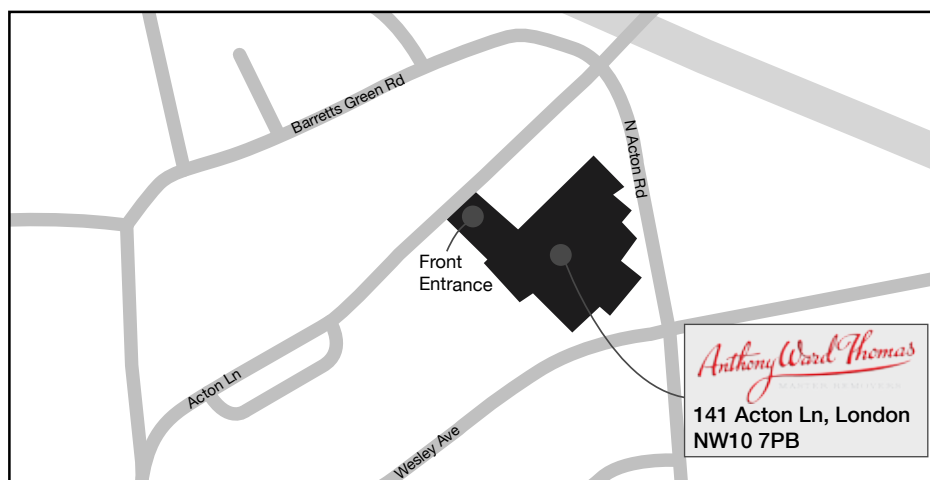
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All electrical equipment in this sale has either been tested by a suitably qualified electrician or has been operationally disabled. If the intention is to reconnect this equipment we recommend that this is carried out by a suitably qualified electrician.

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A surcharge of 2% is applicable when using Mastercard, Visa and overseas debit cards.

The following symbol is used to denote that VAT is due on the hammer price and buyer's premium

† VAT 20% on hammer price and buyer's premium

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‡ These lots are subject to CITES regulations, please read the information in the back of the catalogue.

BUYERS COLLECTION & STORAGE AFTER SALE

SOLD LOTS MARKED WT
All sold lots marked WT will be removed to Ward Thomas Removals Ltd, 141 Acton Lane NW10 7PB from 9am on Wednesday 16 March 2016 & will be Available for collection from 9.30am Monday 21 March 2016.

All other sold lots will remain in the Collections room at Bonhams Knightsbridge for a period of not less than 14 calendar days from the sale date.

Lots not collected by 5.30pm Wednesday 30 March 2016 will be removed to the warehouse of Ward Thomas Removals Ltd where charges will be payable. Please note that Bonhams & Ward Thomas Removals Ltd will be closed Friday 25 March & Monday 28 March 2016 for the Easter Holiday & will reopen at 9am Tuesday 29 March 2016.

COLLECTION

Lots will be available for collection from Ward Thomas Removals Ltd on Monday 21st March 2016 from 9.30am and then every working day between 9.30am and 4.30pm. (Please note buyers need to be onsite at Ward Thomas Removals Ltd by 4.00pm). A booking email or phone call will be required to ensure lots are ready at time of collection.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO WARD THOMAS REMOVALS LTD

Storage

Storage will be free of charge for the first 14 calendar days following the sale, charges commence at the start of business on Wednesday 30 March 2016. After the storage-free period the following charges apply:
£4.00 per week day for small lots (requiring up to 1 man to handle)
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£15.00 per week day for oversized lots (requiring more than 2 men or mechanical handling)

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After the first 14 calendar days following the sale, the following handling charges apply:
£35.00 per lot for small lots (requiring up to 1 man to handle)
£40.00 per lot for normal lots (requiring up to 2 men to handle)
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Loss and Damage

All items removed to Ward Thomas Removals Ltd are covered for loss or damage at the sum of the hammer price plus the buyer's premium at a rate of 0.4% of the invoice value plus IPT of 9.5%, payable annual

Payment

All charges due to Ward Thomas Removals Ltd must be paid by the time of collection from their warehouse.

Payment in Advance

(Telephone to ascertain amount due) by: cash, cheque with banker's card, credit, or debit card, or travellers cheque.

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

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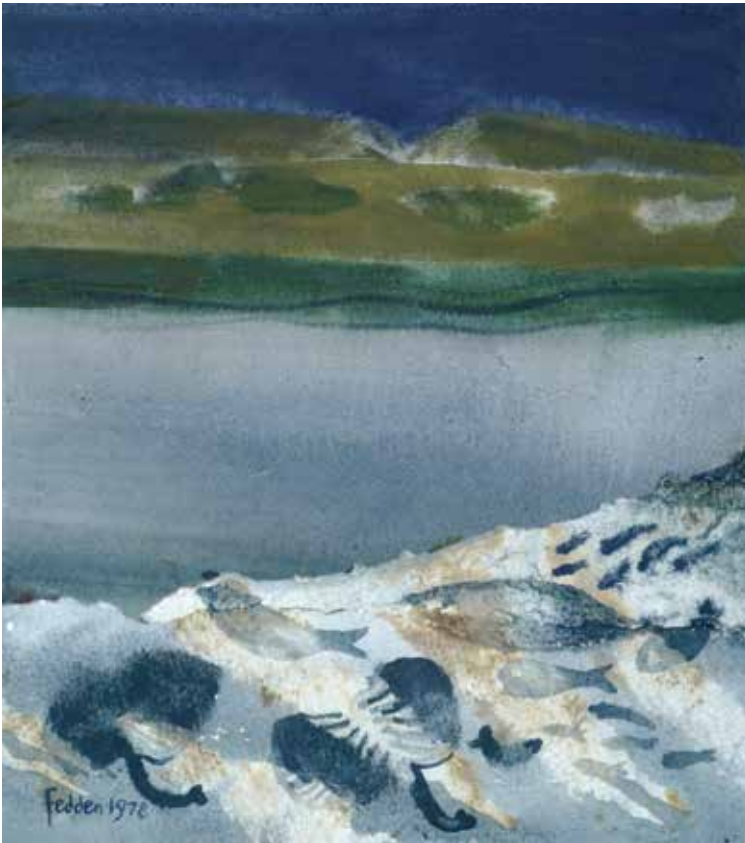
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1 AR

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

Sea shore
signed and dated 'Fedden 1978' (lower left),
collage and watercolour
19.3 x 17cm (7 5/8 x 6 11/16in).

£1,500 - 2,000

€1,900 - 2,600

Provenance

With Ian McVitie Weston

2 AR

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

On the beach
signed and dated 'Fedden 1980' (lower right),
watercolour
16.2 x 20.5cm (6 3/8 x 8 1/16in).

£2,000 - 3,000

€2,600 - 3,900

Provenance

With Ian McVitie Weston

1



2

3 AR

HELEN BRADLEY (BRITISH, 1900-1979)

'Please', said George.....
inscribed 'Please', said George, "Can we stay with Grandma". "Very well" said Mother "but don't worry Grandma, she's waiting for Mary Ellen" and Mother and the aunts went to meet Miss Carter (who wore pink)' (upper right), pen and ink
23.7 x 26cm (9 5/16 x 10 1/4in).

£1,000 - 1,500
€1,300 - 1,900

Provenance

With Mercury Gallery

4 AR

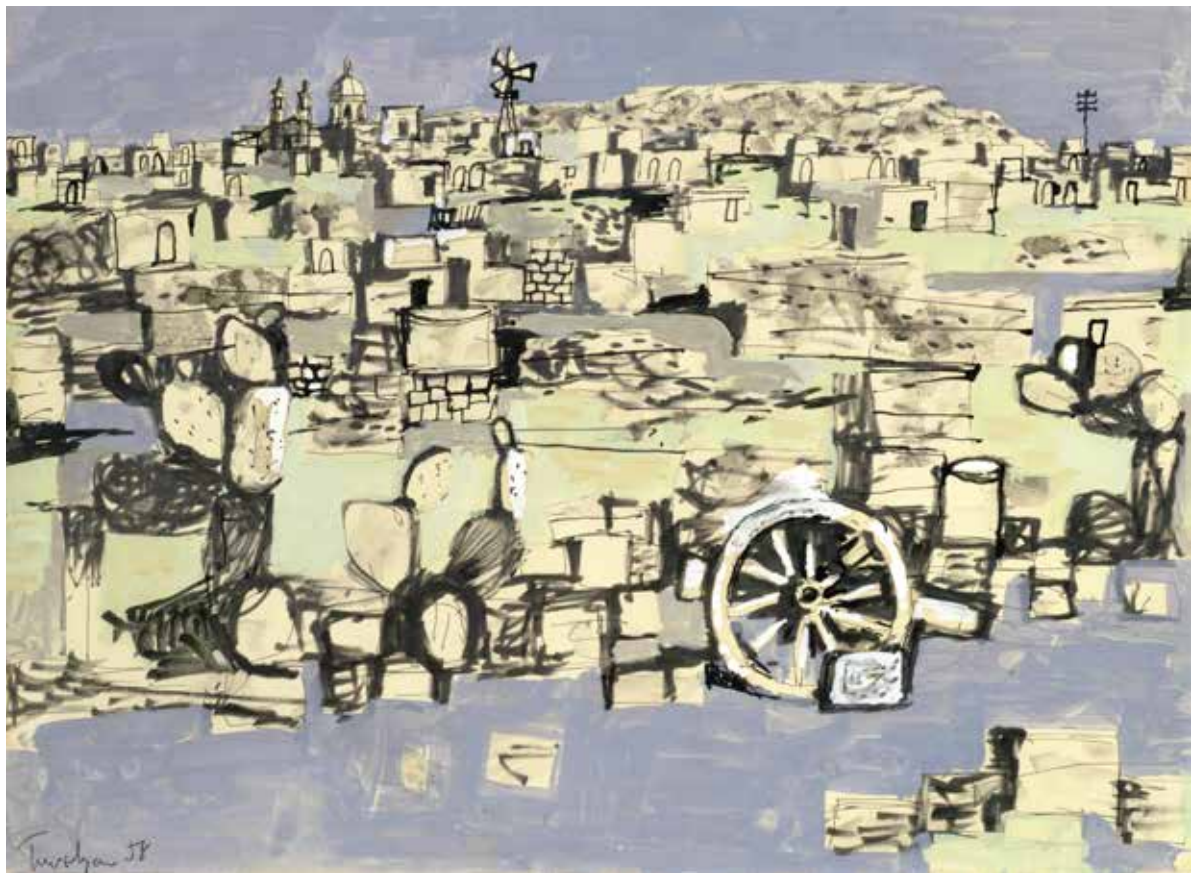
JULIAN TREVELYAN R.A. (BRITISH, 1910-1988)

View of Mdina, Malta
signed and dated 'Trevelyan 58' (lower left),
pen, ink and gouache
29 x 40cm (11 7/16 x 15 3/4in).

£3,000 - 5,000
€3,900 - 6,500



3



4



5

5 AR

**FREDERICK CUMING RA NEAC
(BRITISH, BORN 1930)**

Looking out to sea
signed 'Cuming' (lower left),
oil on board
61 x 61cm (24 x 24in).

£2,000 - 3,000
€2,600 - 3,900

6 AR

**FREDERICK CUMING RA NEAC
(BRITISH, BORN 1930)**

Ferry into Venice
signed 'Cuming' (lower left),
oil on board
26 x 51cm (10 1/4 x 20 1/16in).

£1,500 - 2,000
€1,900 - 2,600



6

7 AR

**FREDERICK CUMING RA NEAC
(BRITISH, BORN 1930)**

Fun at the beach
signed and dated 'Cuming 15' (lower left),
oil on board
29.2 x 29.5cm (11 1/2 x 11 5/8in).

£1,500 - 2,000
€1,900 - 2,600

8 AR

**FREDERICK CUMING RA NEAC
(BRITISH, BORN 1930)**

Swanage
signed 'Cuming' (lower left), oil on board
41 x 50.7cm (16 1/8 x 19 15/16in).

£2,000 - 3,000
€2,600 - 3,900



7



8



9 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

'The Ascot lady'
signed with initials 'SEVD' (lower left); further signed and titled (label on verso),
oil on board
30.2 x 10.4cm (11 7/8 x 4 1/8in).

£1,500 - 2,000

€1,900 - 2,600

10 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Fun of the fair
signed with initials 'SEVD' (lower right),
oil on board
13.6 x 19.2cm (5 3/8 x 7 9/16in).

£1,000 - 1,500

€1,300 - 1,900

9



10

11 AR

**BERNARD DUNSTAN, R.A. (BRITISH,
BORN 1920)**

'A Vuillard at Christies' (2nd Version)
signed with initials 'BD' (lower left); titled and
dated '11.12.80' (board verso), oil on board
57.6 x 47.8cm (22 11/16 x 18 13/16in).

£1,500 - 2,000
€1,900 - 2,600

12 AR

**ROBERT BUHLER, R.A. (BRITISH,
1916-1989)**

The pathway
signed 'Buhler' (lower right),
oil on canvas
76 x 76.5cm (29 15/16 x 30 1/8in).

£1,000 - 1,500
€1,300 - 1,900



11



12



13 AR

ALAN LOWNDES (BRITISH, 1921-1978)

Windy day
signed 'Alan Lowndes' (lower left) and dated
'1961' (lower right),
oil on board
37 x 24cm (14 9/16 x 9 7/16in).

£4,000 - 6,000
€5,200 - 7,800

14 AR

ALAN LOWNDES (BRITISH, 1921-1978)

'Victory Street'
signed 'Alan Lowndes' (lower left) and dated
'1962' (lower right); bears title (on board
verso),
oil on board
32.5 x 27.5cm (12 13/16 x 10 13/16in).

£3,000 - 5,000
€3,900 - 6,500

13



14

15 AR

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

Mediterranean village
signed 'D McIntyre' (lower left),
oil on canvas laid to board
71 x 76cm (27 15/16 x 29 15/16in).

£4,000 - 6,000
€5,200 - 7,800

16 AR

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

Landscape with stream
signed 'DMcINTYRE' (lower right),
oil on board
61 x 122cm (24 x 48 1/16in).

£4,000 - 6,000
€5,200 - 7,800



15



16



17

17 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Churchyard at Shere

pencil

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

£500 - 700

€650 - 910

18 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Figures with beach huts III

studio stamp (lower right), pen and ink

12 x 16cm (4 3/4 x 6 5/16in).

£1,000 - 1,500

€1,300 - 1,900

Literature

J. Lax, *Keith Vaughan, A Collection of Paintings, Gouaches, Drawings and Lithographs*, London, 2000, p. 4, no. 2, illustrated

19 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Study for a painting, 1954

signed with initials 'KV' (lower right); titled and

dated (on handwritten label verso),

pencil

11.5 x 16.5cm (4 1/2 x 6 1/2in).

£1,000 - 1,500

€1,300 - 1,900

Provenance

With Marlborough Fine Art



18



19

20^{AR}

KEITH VAUGHAN (BRITISH, 1912-1977)

Hyde Park on a Sunday morning
pen and ink
21.5 x 14cm (8 7/16 x 5 1/2in).

£1,500 - 2,000

€1,900 - 2,600

Literature

The London Magazine, March 1954, illustrated
page 28

21^{AR}

KEITH VAUGHAN (BRITISH, 1912-1977)

A discussion
pen and ink
12 x 16.5cm (4 3/4 x 6 1/2in).

£1,200 - 1,800

€1,600 - 2,300

Provenance

Sale, Christie's London, 27 January 1999,
lot 252



20



21



22

22 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Figure study
artist's stamp (lower right),
pencil
23.5 x 15.5cm (9 1/4 x 6 1/8in).

£1,000 - 1,500
€1,300 - 1,900

23 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Study for painting
dated 'June 11/62' (lower left),
pencil
20.5 x 15cm (8 1/16 x 5 7/8in).

£800 - 1,200
€1,000 - 1,600

24 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Figure study
artist's stamp (lower right) and inscribed with colour notes
(lower centre),
pencil
14.5 x 15.5cm (5 11/16 x 6 1/8in).

£600 - 800
€780 - 1,000



23



25

25 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Burning streets

signed with initials 'K.V.' (lower right); inscribed and dated 'Burning
Streets (4 x 5 1/4) 1942' (on the mount), ink, wash and watercolour
9.5 x 13.5cm (3 3/4 x 5 5/16in).

£3,000 - 5,000

€3,900 - 6,500



26

26 AR

FRED YATES (BRITISH, 1922-2008)

Sennen cove
signed 'FRED YATES' (lower right), oil on
canvas
51 x 65.5cm (20 1/16 x 25 13/16in).

£1,200 - 1,800
€1,600 - 2,300

27 AR

FRED YATES (BRITISH, 1922-2008)

Fishing boats in a harbour
signed and dated 'YATES '63' (lower left),
oil on board
61 x 75cm (24 x 29 1/2in).

£800 - 1,200
€1,000 - 1,600



27

28 AR

FRED YATES (BRITISH, 1922-2008)

Figures on the quay
signed and dated 'YATES '63' (lower left),
oil on board
72.5 x 83cm (28 9/16 x 32 11/16in).

£800 - 1,200
€1,000 - 1,600



28

29 AR

FRED YATES (BRITISH, 1922-2008)

Hayle Harbour
signed 'YATES' (lower right), oil on board
44.5 x 64.5cm (17 1/2 x 25 3/8in).

£1,000 - 1,500
€1,300 - 1,900

30 AR

FRED YATES (BRITISH, 1922-2008)

View of Bosham, West Sussex
signed and dated 'FREDERICK J YATES
1966' (lower right),
oil on board
60.5 x 122cm (23 13/16 x 48 1/16in).

£1,500 - 2,000
€1,900 - 2,600



29



30



31

31 AR

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

Seated nude in a studio
signed 'Ken Howard' (lower right),
oil on canvas
122 x 102cm (48 1/16 x 40 3/16in).
unframed

£4,000 - 6,000
€5,200 - 7,800



32

32 AR

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

Nude in an interior
signed 'Ken Howard' (lower right),
oil on canvas
61 x 30cm (24 x 11 13/16in).
unframed

£1,000 - 1,500
€1,300 - 1,900



33

33 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

The ballerina
signed with initials 'SEVD' (lower right),
mixed media on board
40.2 x 26.2cm (15 13/16 x 10 5/16in).

£1,000 - 1,500
€1,300 - 1,900



34

34 AR

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

'Tuileries'
signed 'Ken Howard' (lower right); titled (on label verso),
oil on canvas board
25.5 x 30.5cm (10 1/16 x 12in).

£1,000 - 1,500
€1,300 - 1,900



35

35 AR

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

'Campo San Maria Formosa'
signed 'Ken Howard' (lower right); titled (verso),
oil on canvas board
25.5 x 30.5cm (10 1/16 x 12in).

£1,000 - 1,500
€1,300 - 1,900



36

36^{AR}

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

Gondolas, Venice
signed 'Ken Howard' (lower left),
oil on canvas
30.5 x 60.5cm (12 x 23 13/16in).

£3,000 - 5,000
€3,900 - 6,500



37 AR

PETER BROOK (BRITISH, 1927-2009)

'A Gate'
signed 'PETER BROOK' (lower right) and
inscribed with title (lower left),
oil on canvas
30.2 x 30.5cm (11 7/8 x 12in).

£2,000 - 3,000
€2,600 - 3,900

Provenance

Acquired directly from the artist

38 AR

PETER BROOK (BRITISH, 1927-2009)

'Classical landscape, Scotland'
signed 'PETER BROOK' (lower right) and
inscribed with title (lower left and centre),
oil on canvas
50 x 60.5cm (19 11/16 x 23 13/16in).

£2,500 - 3,500
€3,200 - 4,500

Provenance

Acquired directly from the artist

37



38

39 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

'Winter Path No. 1'
signed 'D McIntyre' (lower left); titled and further signed (on board verso), oil on card
48.5 x 58.5cm (19 1/8 x 23 1/16in).

£1,200 - 1,800
€1,600 - 2,300

40 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

Street scene, Wales
signed 'D McIntyre' (lower left), oil on board
102 x 50.5cm (40 3/16 x 19 7/8in).

£2,000 - 3,000
€2,600 - 3,900



39



40



41

41 AR

ROBERT ADAMS (BRITISH, 1917-1984)

Crest 1980 (Opus 406)

signed 'ADAMS', numbered '3/6' and dated 1980,
bronze

27cm (10 1/2in)(height)

£2,500 - 3,500

€3,200 - 4,500

Literature

Alastair Grieve, *The Sculpture of Robert Adams*, Lund Humphries,
1992, p.240,
cat.no.676 (ill.b&w)

Exhibited

London, Gimpel Fils, 1988, cat.no.34

42 AR

ROBERT ADAMS (BRITISH, 1917-1984)

Triple Wing

1979 (Opus 384), signed and dated 'ADAMS 1979' and numbered
'1/6',

bronze

12.5 x 33.5cm (4 15/16 x 13 3/16in).

£1,800 - 2,200

€2,300 - 2,800

Literature

Alastair Grieve, *The Sculpture of Robert Adams*, Lund Humphries,
1992, p.238, cat.no.653

Exhibited

London, Gimpel Fils, 1979, cat.no.17



42



43



44

43 AR

BERNARD MEADOWS (BRITISH, 1915-2005)

Maquette for fallen bird, 1958
signed with initial 'M',
bronze
30.5cm (12in)(length)

£3,000 - 5,000
€3,900 - 6,500

Literature

Alan Bowness, *Bernard Meadows Sculpture and Drawing*, Henry Moore Foundation in association with Lund Humphries, London, 1995, p.140, no.BM53

44 AR

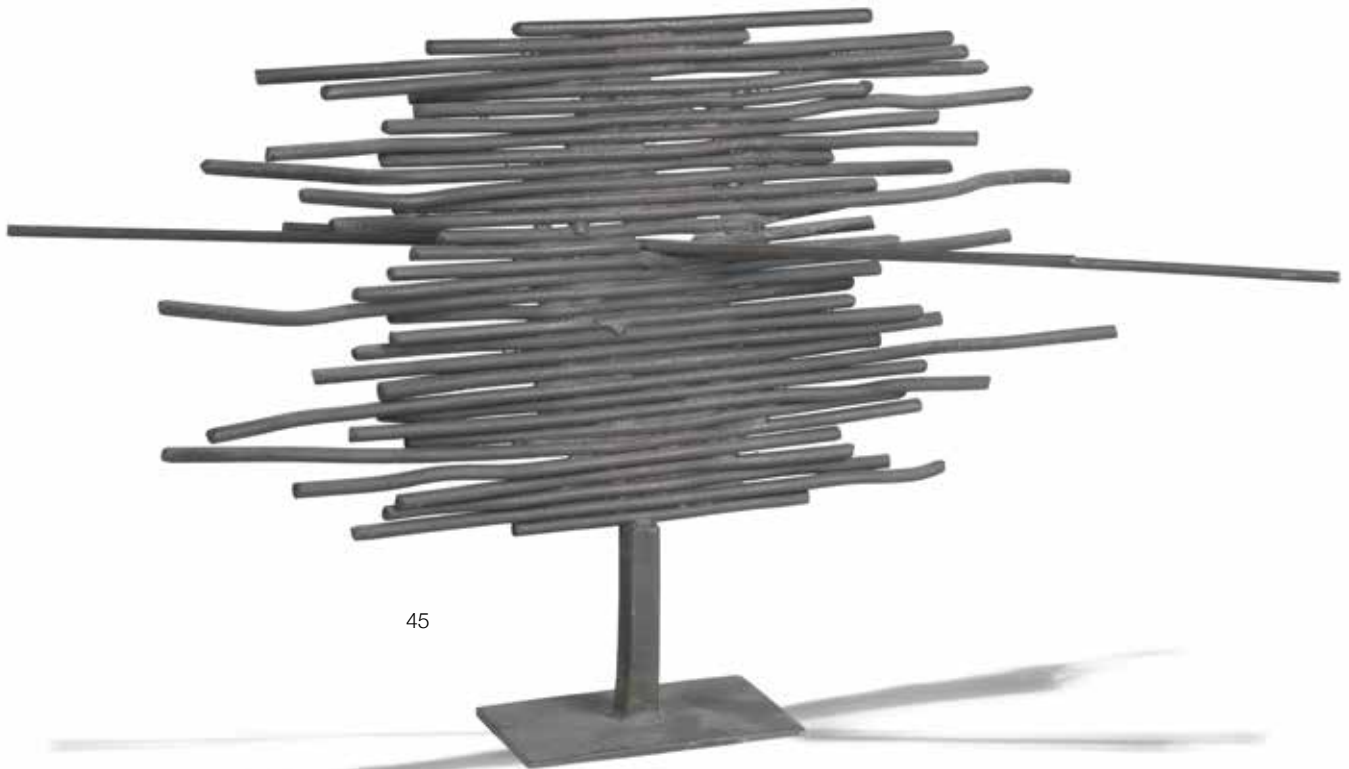
MICHAEL AYRTON (BRITISH, 1921-1975)

Icarus Transformed I, 1961
bronze
23 x 57cm (9 1/16 x 22 7/16in).

£4,000 - 6,000
€5,200 - 7,800

Literature

M.Ayrton, *Michael Ayrton Drawings and Sculpture*, London, 1962, no.107 (another cast)
P.Cannon-Brookes, *Michael Ayrton An Illustrated Commentary*, Birmingham, 1978, p.83, no.143 (another cast)



45

45 AR

ROBERT ADAMS (BRITISH, 1917-1984)

Pierced horizontals, 1959

bronzed steel

32 x 58cm (12 5/8 x 22 13/16in).

£2,000 - 3,000

€2,600 - 3,900

Literature

Alastair Grieve, *The Sculpture of Robert Adams*, Lund Humphries, 1992, p.186, cat. no.268 (ill.b&w)

46 AR

HUBERT DALWOOD (BRITISH, 1924-1976)

Toronto, 1970

bronze

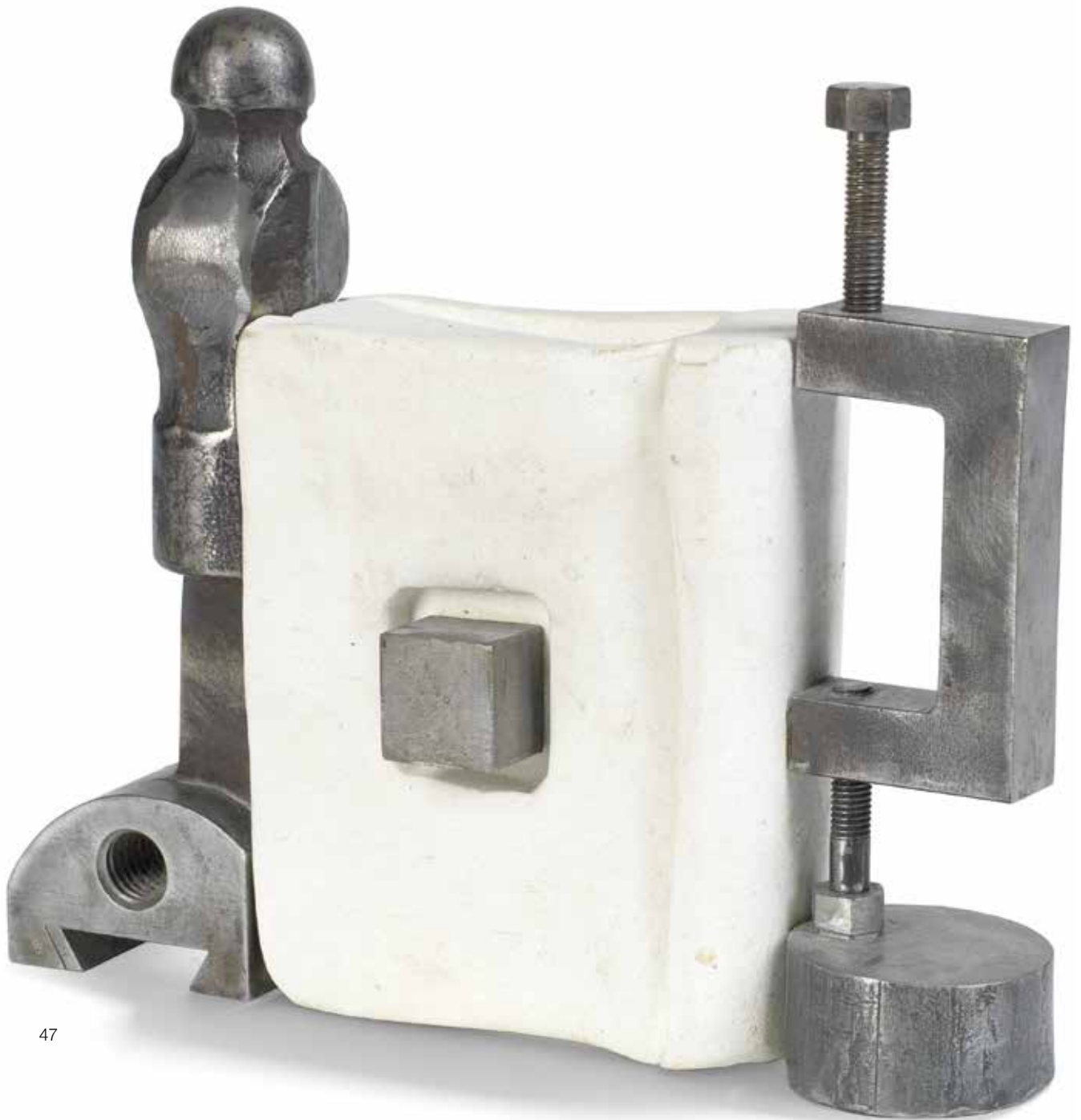
17.5cm (7 in)(height)

£800 - 1,200

€1,000 - 1,600



46



47

47 AR

**ANTHONY CARO O.M. (BRITISH,
1924-2013)**

Little stamp book
ceramic and steel
20 x 22.5cm (7 7/8 x 8 7/8in).

£4,000 - 6,000
€5,200 - 7,800



48 AR

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

Untitled - Spanish Dreams Variation
artist's studio label signed by Anthony Frost (on frame verso),
acrylic and canvas collage on printed sheet laid on card
41.5 x 28cm (16 5/16 x 11in).

£1,500 - 2,000

€1,900 - 2,600

49 AR

WILHELMINA BARNES-GRAHAM (BRITISH, 1912-2004)

Vermillion + Torquoise (Discs)
signed and dated 'W.Barns Graham 1970' (lower right on backing
board); further signed and titled (verso), oil on board
25.5 x 25.5cm (10 1/16 x 10 1/16in).

£2,000 - 3,000

€2,600 - 3,900

Provenance

With Marjorie Parr

48



49



50

50^{AR}

PRUNELLA CLOUGH (BRITISH, 1919-1999)

Painted Objects 1, 1998

signed 'Clough' (on canvas verso), oil on canvas
102.5 x 92.5cm (40 3/8 x 36 7/16in).

£6,000 - 8,000

€7,800 - 10,000

Provenance

With Annelly Juda Fine Art

Exhibited

The Jerwood Gallery, London, 1999 when Prunella Clough was awarded
the Jerwood Painting Prize



51

51 AR

GILLIAN AYRES O.B.E., R.A. (BRITISH, BORN 1930)

Drawing
signed and dated 'Gillian Ayres 63' (lower left),
collage and mixed media
55 x 75.3cm (21 5/8 x 29 5/8in).

£1,000 - 1,500
€1,300 - 1,900

Provenance

Hamilton Galleries
Private Collection, Northern Ireland

52 AR

ROY TURNER DURRANT (BRITISH, 1925-1998)

Untitled
signed, dated and inscribed 'durrant 78 26-
1716' (lower left),
mixed on paper
40 x 58cm (15 3/4 x 22 13/16in).

£800 - 1,200
€1,000 - 1,600

53 AR

TONY O'MALLEY (BRITISH, 1913-2002)

Irish Inscape
oil on board
45.5 x 60.3cm (17 15/16 x 23 3/4in).

£1,000 - 1,500
€1,300 - 1,900

Provenance

With Gordon Hepworth Fine Art



52



53



54



55

54 AR

CERI RICHARDS (BRITISH, 1903-1971)

Design for the tabernacle (final version) Liverpool
signed and dated 'Ceri/Richards/66' (lower right),
pencil and acrylic
25 x 76cm (9 13/16 x 29 15/16in).

£1,500 - 2,000
€1,900 - 2,600

Provenance

With Marlborough Fine Art Ltd

Along with the tabernacle Ceri Richards was also responsible for the design of the reredos and for two stained-glass windows in the Chapel of the Blessed Sacrament, Metropolitan Cathedral, Liverpool

55 AR

JOHN WELLS (BRITISH, 1907-2000)

Untitled
pencil and watercolour
9 x 31.5cm (3 9/16 x 12 3/8in).

£1,500 - 2,000
€1,900 - 2,600



56 AR

JOSEF HERMAN RA (BRITISH, 1911-2000)

Portrait of Lillian Roland
indistinctly inscribed with dedication signed 'Josef' (lower
right), oil on canvas

51 x 40.7cm (20 1/16 x 16in).

together with an unsigned work on paper by the same hand
(2)

£1,000 - 1,500

€1,300 - 1,900

Provenance

Mr Henry Roland
Thence by descent
Private collection, UK

57 AR

JOSEF HERMAN RA (BRITISH, 1911-2000)

Village
oil on canvas

24.5 x 34.7cm (9 5/8 x 13 11/16in).

£1,500 - 2,000

€1,900 - 2,600

Provenance

With Roland, Browse & Delbanco



57

58 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

'Street, Ffestiniog'
signed 'D McIntyre' (lower left); inscribed with title and further signed (on handwritten label verso), oil on canvas
51.5 x 60.5cm (20 1/4 x 23 13/16in).
with a further oil painting of a cottage in a landscape (on canvas verso)

£1,000 - 1,500
€1,300 - 1,900

59 AR

JOHN ELWYN (BRITISH, 1916-1997)

Sparsholt Vicarage, Winchester
signed and dated 'John Elwyn 60' (lower right); further signed and titled (on label verso), acrylic on board
51.5 x 61.5cm (20 1/4 x 24 3/16in).

£2,000 - 3,000
€2,600 - 3,900

Provenance

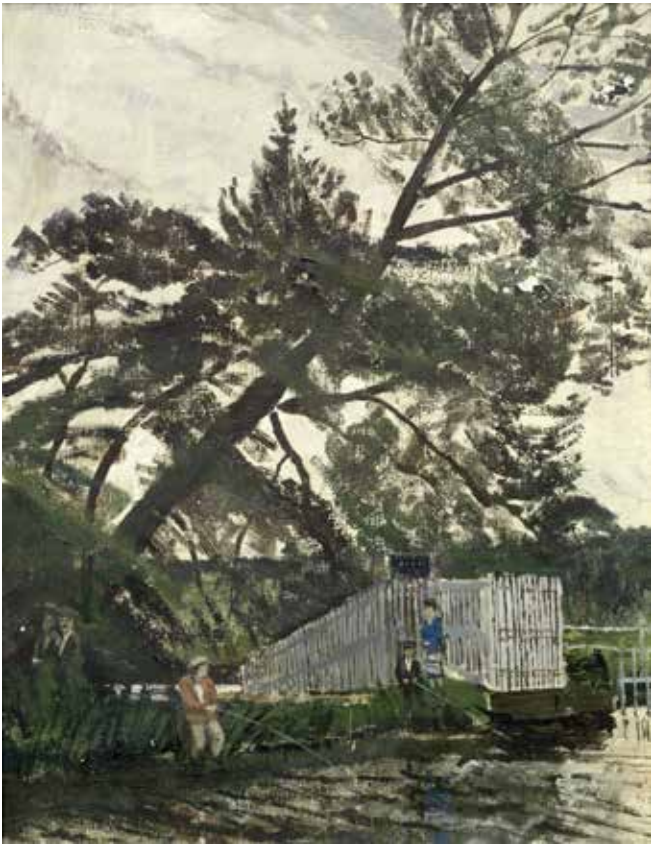
With Howard Roberts Gallery



58



59



60 AR

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

The Weir
signed 'Carel Weight' (upper left), oil on
canvas
45.5 x 35.5cm (17 15/16 x 14in).

£2,000 - 3,000
€2,600 - 3,900

Provenance

Possibly with Zwemmer Gallery, London
(inscription on stretcher verso)

61 AR

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

Cornish tin mine
signed 'Carel Weight' (lower left),
oil on canvas
51 x 61cm (20 1/16 x 24in).

£2,000 - 3,000
€2,600 - 3,900

60



61

62 AR

FRED YATES (BRITISH, 1922-2008)

Barnoon Cemetery, St Ives
signed 'FRED YATES' (lower left), oil on
canvas
40.5 x 50.5cm (15 15/16 x 19 7/8in).

£2,000 - 3,000

€2,600 - 3,900

63 AR

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

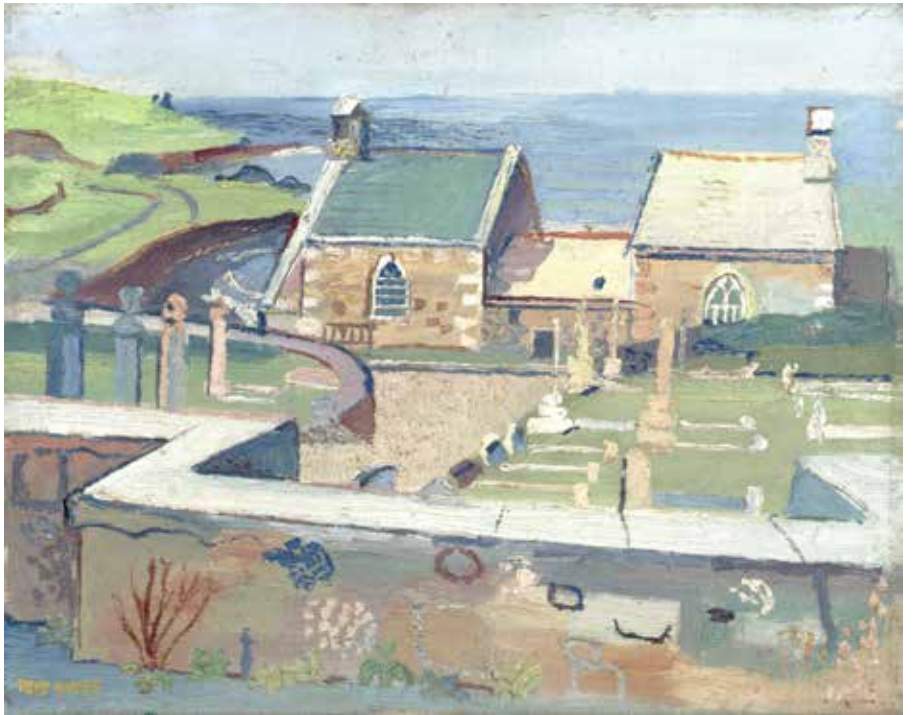
Coldway, Teddington
oil on canvas board
27 x 33.5cm (10 5/8 x 13 3/16in).

£800 - 1,200

€1,000 - 1,600

Provenance

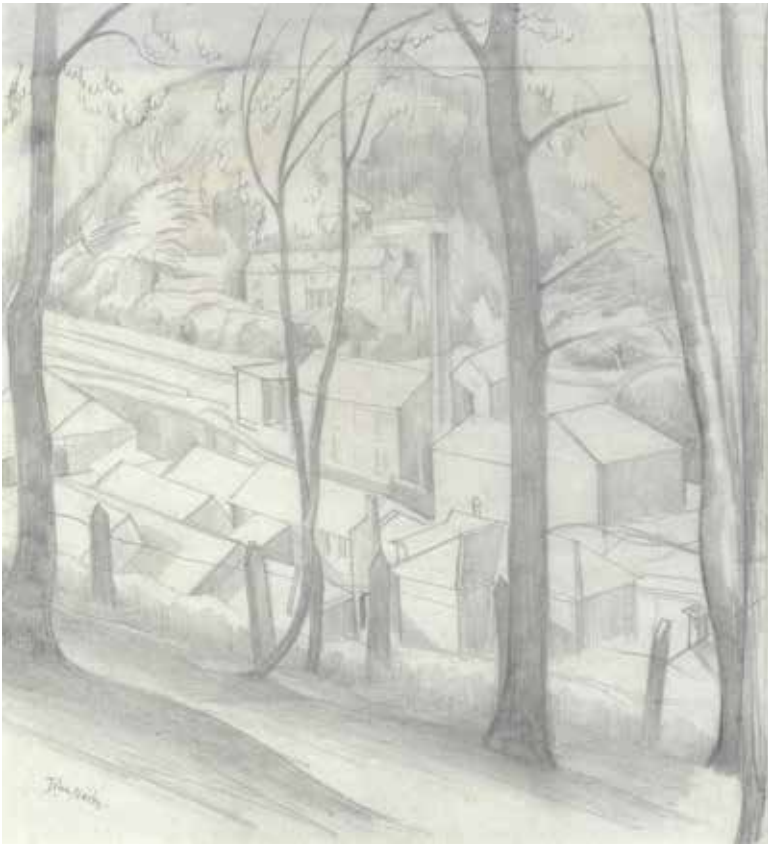
With The Piccadilly Gallery



62



63



64 AR

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

Chalford valley
signed 'John Nash' (lower left),
pencil
31.5 x 28.5cm (12 3/8 x 11 1/4in).

£2,000 - 3,000
€2,600 - 3,900

65 AR

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

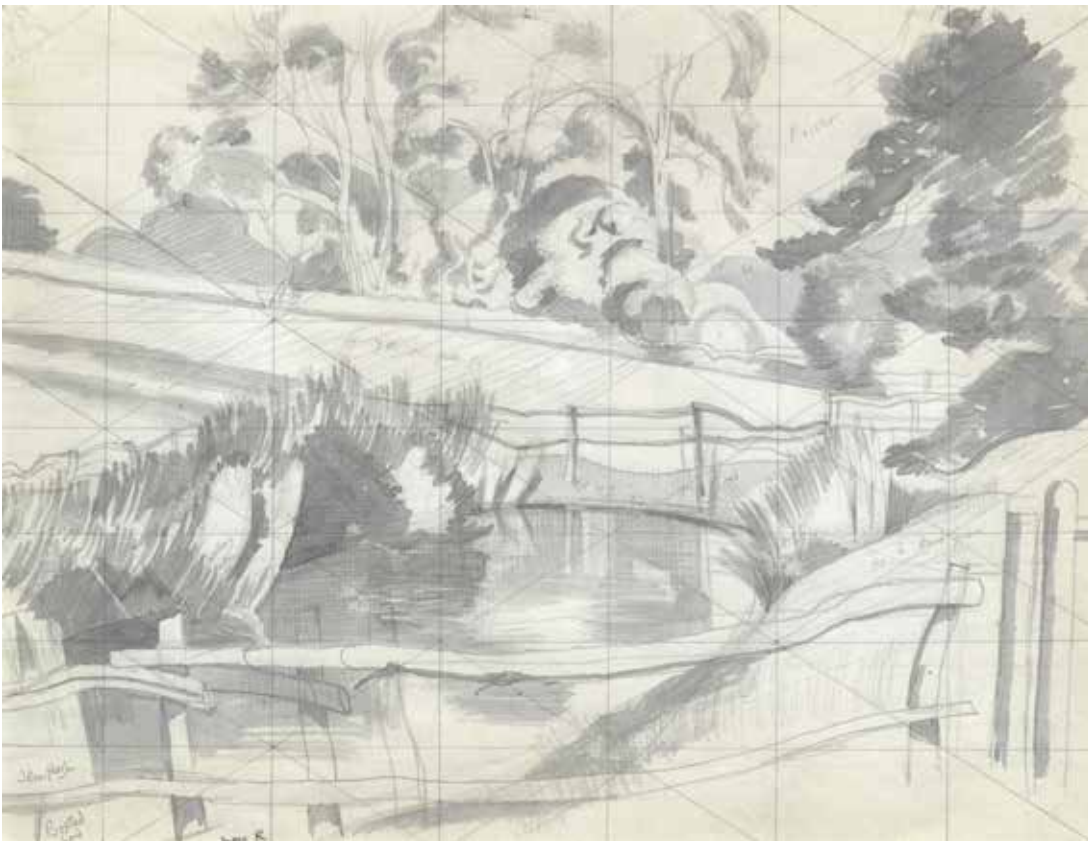
'Boxted Pond'
signed and inscribed 'John Nash/Boxted
Pond' (lower left) and annotated with colour
notes throughout,
pencil, wash and watercolour
23 x 29.5cm (9 1/16 x 11 5/8in).
squared for transfer

£700 - 900
€910 - 1,200

Provenance

With Blond Fine Art Ltd

64



65

66 AR

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

Skye
with a Study of trees (verso); inscribed
'Banks' (lower left) and annotated with colour
notes throughout; studio stamp (on board
verso),
watercolour
24 x 34.5cm (9 7/16 x 13 9/16in).
circa 1954

£1,000 - 1,500
€1,300 - 1,900

Exhibited
New Grafton Gallery, March 1980, no.27

67 AR

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

Trees in a landscape
signed and dated 'John Nash/1974' (lower
left),
pencil and watercolour
22 x 28.5cm (8 11/16 x 11 1/4in).
squared for transfer

£700 - 900
€910 - 1,200



66



67



68

LOUIS WAIN (BRITISH, 1860-1939)

The gathering
signed 'Louis Wain' (lower left),
watercolour
23 x 18.5cm (9 1/16 x 7 5/16in).

£1,000 - 1,500
€1,300 - 1,900

Provenance

The artist and thence by family descent
Private Collection, UK

69

LOUIS WAIN (BRITISH, 1860-1939)

Various Cats Looking Out 1
signed 'Louis Wain' (upper left),
ink and watercolour
9 x 54cm (3 9/16 x 21 1/4in).

£1,000 - 1,500
€1,300 - 1,900

Provenance

The artist and thence by family descent
Private Collection, UK

68



69



70



71

70

LOUIS WAIN (BRITISH, 1860-1939)

The Dance
signed 'Louis Wain' (lower left),
ink and watercolour
27 x 45.5cm (10 5/8 x 17 15/16in).

£1,500 - 2,000
€1,900 - 2,600

Provenance

The artist and thence by family descent
Private Collection, UK

71

LOUIS WAIN (BRITISH, 1860-1939)

Choir rehearsal
signed 'Louis Wain' (lower left),
watercolour and bodycolour,
17 x 35cm (6 11/16 x 13 3/4in).

£1,000 - 1,500
€1,300 - 1,900

Provenance

The artist and thence by family descent
Private Collection, UK



72

72

GWEN JOHN (BRITISH, 1876-1939)

Three women in a church
signed 'Gwen John' (lower right),
watercolour and charcoal
25.5 x 20cm (10 1/16 x 7 7/8in).

£3,000 - 5,000

€3,900 - 6,500

Provenance

With Anthony d'Offay, where purchased on
19th March 1976 by the relation of the present
owner
Thence by descent

Exhibited

London, Anthony d'Offay, Gwen John 1876-
1939 Centenary Exhibition, 3-26 March 1976,
cat.no.49

73 AR

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

Head of Dorelia
pencil

20.2 x 22.4cm (7 15/16 x 8 13/16in).

£1,000 - 1,500

€1,300 - 1,900

74 AR

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

Arcadia
pen, ink and wash

24.6 x 35cm (9 11/16 x 13 3/4in).

£800 - 1,200

€1,000 - 1,600

Provenance

Captain Stanley W Sykes OBE, MC.

Sale, Sothebys, 20th July 1966, where

purchased by Harold Digby Fitzgerald

Creighton, lot 70

Sale, Sothebys, 30th September 1992, lot 51



73

This sketch is related to two other sketches which are reproduced in the following publications:

The Slade, 1907. Editor, John Fothergill.

No 17, 'Sketch in Paradise', pen & ink. Two archers are aiming at a bird of paradise flying above a group of women, men & children.

Augustus John: Studies for Compositions, A.D. Fraser Jenkins, National Museum of Wales, 1978.

No 60, . Ink & wash, 10 1/2 x 8 1/4 inches, about 1906. From a series titled 'A Sketch in Paradise'. In this work we see the bird of paradise flying overhead, as in your sketch, together with an archway.

Taking the date of 'The Slade' publication, this work dates around circa 1906.

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



74



75 AR

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

Two studies of Euphemia Lamb wearing a shawl

pencil

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

£1,200 - 1,800

€1,600 - 2,300

76 AR

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

Study of two women

signed 'John' (lower left),

pencil

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

£1,200 - 1,800

€1,600 - 2,300

75



76

77 * AR

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

Mrs Helen Georgiana St Clair Baddeley née
Grant

bears signature (lower right)

pencil and chalk

34.5 x 22.8 cm. (13 5/8 x 9 in.)

Executed circa 1903-6

£5,000 - 7,000

€6,500 - 9,100

Provenance

Harold Eves, thence by family descent to the
present owner
Private Collection, U.K.

Helen Grant was born in 1864, daughter of
the Clerk of the Desk of the House of Lords. In
1894 she married Welbore St Clair Baddeley,
friend of Whistler, Kipling and Richard
Burton and author of books on historical
Gloucestershire and travels in Italy and Russia.
Helen Grant was described by Augustus J.C.
Hare (1836-1903) in 'The Story of my Life' as
'the second of three beautiful sisters whom all
the great artists wanted to paint'. The present
work is one of three known portraits in red and
black chalks, this being the finest in execution.

We are grateful to Rebecca John for compiling
this catalogue entry.

Harold 'Bunny' Eves was a solicitor and
represented a number of the artists in the first
half of the 20th century - possibly including
Augustus John - whom he knew through
his brother Reginald Grenville Eves R.A., a
noted portrait painter whose sitters included
Lawrence of Arabia and Thomas Hardy. It is
probable that the present work was acquired
by Eves on the advice of his close friend Jack
Knewstubbe of the Chenil Gallery.



77

SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)

Portrait of a young lady
signed and dated 'J Lavery 1886' (on a canvas fragment attached to
the stretcher)
oil on canvas
77.5 x 64.2 cm. (30 1/2 x 25 1/4 in.)

£6,000 - 8,000

€7,800 - 10,000

Provenance

With Frederick Thom Gallery, Toronto
Acquired by the present owner in 1993
Private Collection, U.K.

When he returned from France at the end of 1884, the young John Lavery immediately re-established his studio in Glasgow. Living in Paisley, within easy commuting distance, he was looking for an eye-catching subject that would give much-needed publicity, when he painted *The Tennis Party* (Aberdeen Art Gallery). This iconic picture, after being exhibited in London and Edinburgh, secured a gold medal at the Paris Salon, and effectively launched his career. A controversial canvas like this would open the door to more lucrative portrait commissions.

As his reputation grew, Lavery secured the patronage of William Mackean, Lord Provost of Paisley, and other prominent citizens of the town. Mackean's connections, he later recalled, helped to open doors for him – including those of Windsor Castle, when he secured a sitting from Queen Victoria in 1889. The cotton kings of Paisley also required portraits and among these were the Fulton, Coats and Clark families, whose wives and daughters were booked for sittings. James Fulton for instance, requested portraits of his daughters, Alice and Eva (Paisley Museum and Art Gallery, Renfrewshire Council Collections), and we find them appearing in other compositions of the period. Yet although much is known about these commissions, much remains to be

discovered and while we may observe a facial resemblance between the auburn-haired Eva Fulton and the present blonde sitter, we cannot definitively say that she is a Fulton. By the same token, a comparable unidentified portrait, *Girl with Fur Wrap*, (Private Collection) also of 1886, shows a model wearing a white dress with shoulder ribbons, similar to those in the present example, although again, hair colourings are different.

The young lady's dress in the present canvas, at least in its upper portion, is nevertheless of great interest, being modelled on one designed by Worth, and worn by the subject in Whistler's *Harmony in White and Ivory*, *Lady Colin Campbell* (unlocated, probably destroyed). Lavery, who was aware of the great importance of the American artist for members of his generation, met him at this time and was showing at the Society of British Artists when the *Lady Colin Campbell* portrait was exhibited. Pictorial harmony was, and would remain, a primary characteristic of his approach to the sitter and his subject in the present canvas was 'symphonic' in the Whistlerian sense - silver-blues in her glove ties, complementing subtle notes of cream, gold and pink in the hair and dress accessories.

Thus, a charming young woman, dressed in a ball gown, poses in the painter's studio. The artist may well be echoing his early canvas, *After the Dance*, 1883 (Private Collection), but this picture avoids all sense of coquetry. The ebonized ladder back chair on which she sits appears in other pictures – notably in *Finale*, 1885-7 (Private Collection) – but again, narrative is banished. Placed under strong light, the girl's face is nevertheless, not devoid of allure, and while Lavery's models and his movements between Glasgow and London in 1886 and 1888 remain largely undocumented, we can make clear judgements concerning his aesthetic direction. In this the charming *Portrait of a Young Woman* marks a vital way-stage.

We are grateful to Professor Kenneth McConkey for compiling this catalogue entry.





79

79 AR

TERENCE CUNEO (BRITISH, 1907-1996)

Enamel mixing and filling departments, Stratford, 1946
signed and dated 'CUNEO/SEPT 1946' (lower left), oil on board
58 x 46cm (22 13/16 x 18 1/8in).

£2,000 - 3,000
€2,600 - 3,900

Provenance

Commissioned by Berger, Jenson and Nicholson Paints of which the present owner's father was chief executive

80 AR

TERENCE CUNEO (BRITISH, 1907-1996)

Enamel department, Stratford, 1946
signed 'CUNEO' (lower left), oil on board
50 x 47cm (19 11/16 x 18 1/2in).

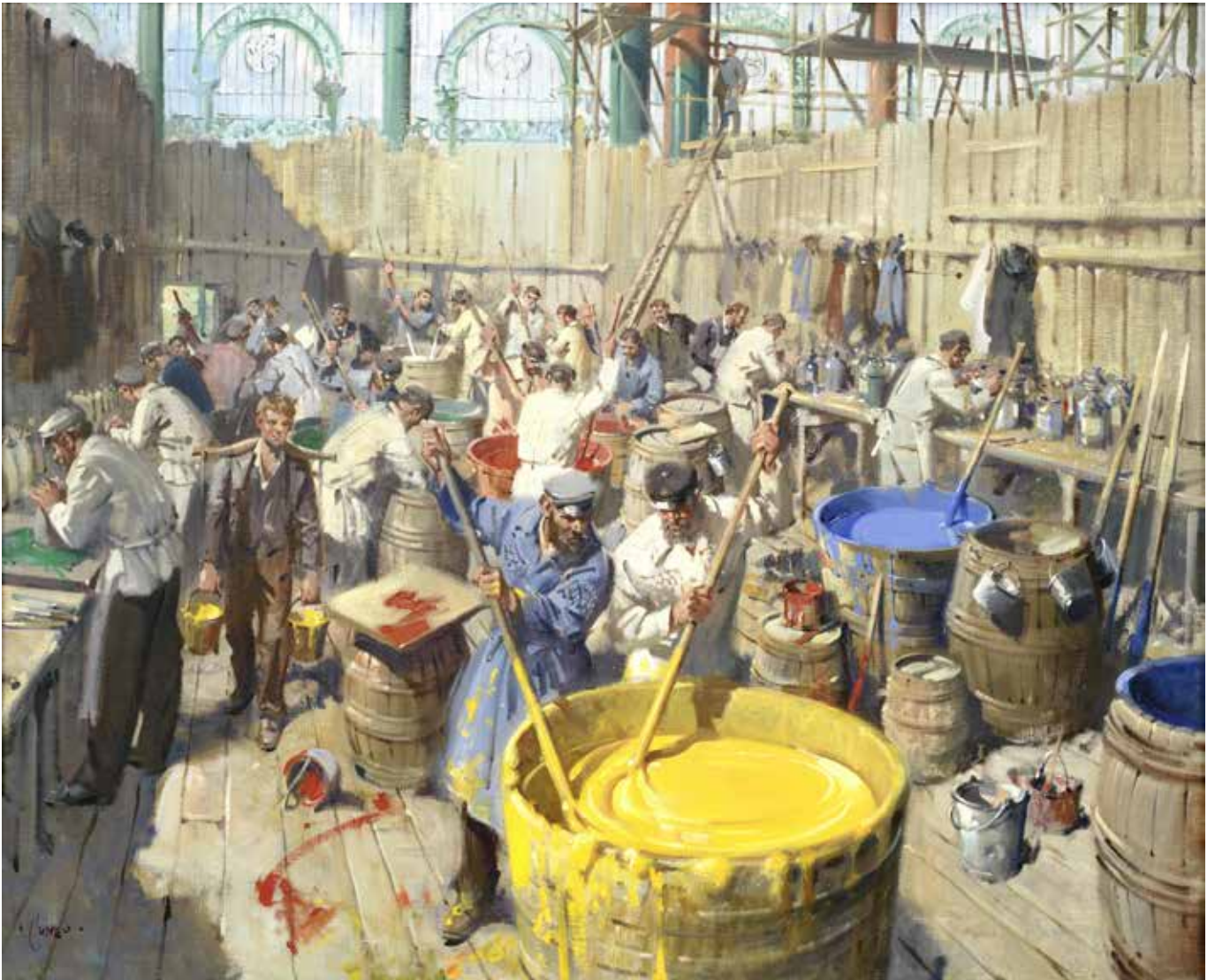
£1,500 - 2,000
€1,900 - 2,600

Provenance

Commissioned by Berger, Jenson and Nicholson Paints of which the present owner's father was chief executive



80



81

81 AR

TERENCE CUNEO (BRITISH, 1907-1996)

A painter's workshop
signed 'CUNEO' (lower left), oil on canvas
64 x 76.5cm (25 3/16 x 30 1/8in).

£3,000 - 5,000
€3,900 - 6,500

Provenance

Commissioned by Berger, Jenson and
Nicholson Paints of which the present owner's
father was chief executive



82



84



83

82

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

Seated woman asleep with head on hand
signed 'Sickert' (lower right),
pencil
23.5 x 19cm (9 1/4 x 7 1/2in).

£1,000 - 1,500
€1,300 - 1,900

Provenance

With Cork Street Gallery

83 AR

DUNCAN GRANT (BRITISH, 1885-1978)

Reclining nude
charcoal
60 x 43cm (23 5/8 x 16 15/16in).

£1,000 - 1,500
€1,300 - 1,900

Provenance

With The Bloomsbury Workshop



85

84

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

La Rosace, St Jacques, Dieppe
signed with initials 'Rd.St A.R.A.' (lower right) and titled (lower left),
charcoal
29.5 x 23cm (11 5/8 x 9 1/16in).

£3,000 - 5,000
€3,900 - 6,500

Provenance

With Browse & Darby Ltd
With Savile Gallery

The rose window and the view of St Jacques seen from La Rue Pecquet was one of Sickert's favourite subjects in Dieppe and several oil versions exist.

85 AR

DUNCAN GRANT (BRITISH, 1885-1978)

Table top still life with oil lamp
signed twice 'D Grant' (on canvas overlap), oil on canvas
51.5 x 77cm (20 1/4 x 30 5/16in).

£6,000 - 8,000
€7,800 - 10,000

This painting is one of a slightly differing pair depicting two oil lamps on a table, almost certainly painted in Grant's studio at 8 Fitzroy Street. The other painting (probably carried out first and which shows a bottle and an apple rather than a jug and a pear, as here) is reproduced in *Roger Fry, Duncan Grant*, Hogarth Press 1924, pl. 24 as Still Life - Lamps and Bottle and there dated to 1920. The present work can be dated to c. 1921. It is a good example of the post-war changes in Grant's work, reflecting a more sober 'realism' and an abandonment of the high-keyed colour of works from the previous decade. In this respect it is exemplary of the 'return to order' following the War, as can be seen in works by Grant's British and French contemporaries, especially in the still lifes of André Derain.

We are grateful to Richard Shone for his assistance in cataloguing this lot



86 AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Nude resting in her boudoir
signed 'C.R.W Nevinson' (lower right),
watercolour and pencil
53 x 36.7cm (20 7/8 x 14 7/16in).

£1,500 - 2,000
€1,900 - 2,600

We are grateful to Mr Christopher Martin and Mr Jonathan Black for their assistance in cataloguing this lot

87

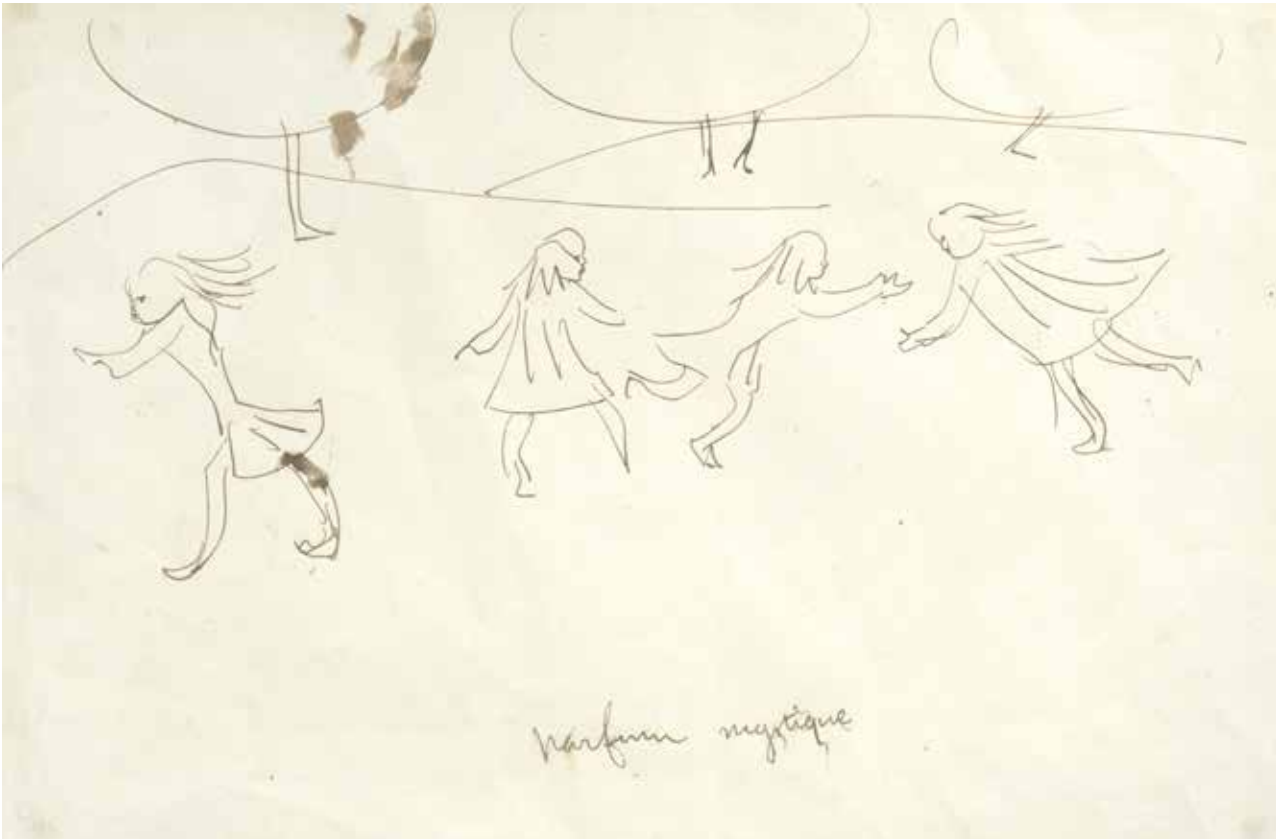
HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

'Parfum Mystique'
titled (lower centre)
pencil and ink
24 x 36.6cm (9 7/16 x 14 7/16in).

£1,000 - 1,500
€1,300 - 1,900

Provenance
With Victor Waddington

86



87



88

88 AR

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

'What shall we do with the drunken sailor?'

signed 'C.R.W. Nevinson' (lower left)

oil on canvas

76.2 x 60.9 cm. (30 x 24 in.)

£10,000 - 15,000

€13,000 - 19,000

Provenance

Sale; Phillips, London, 7 March 2001, lot 40 (as *Buskers*)
With Paisnel Gallery, London (as *Back Street, Montparnase*) [sic]
Private Collection, U.K.

Exhibited

Probably London, Leicester Galleries, *Paintings and Watercolours by C.R.W Nevinson*, October, 1928, cat.no.55

Probably London, City Art Gallery, *Exhibition of Works by C.R.W. Nevinson*, 1929, cat.no.4

Probably London, Royal Society of British Artists, 1940, cat.no.128

The present work is also known by the title *Buskers*, works by both titles are listed in the 1928 and 1929 exhibitions.

We are grateful to Christopher Martin for his assistance in cataloguing this lot.



89 * AR

FRED YATES (BRITISH, 1922-2008)

Dune path
signed 'FRED YATES' (lower right), oil on
board
120.5 x 86cm (47 7/16 x 33 7/8in).

£1,000 - 1,500
€1,300 - 1,900

90 AR

FRED YATES (BRITISH, 1922-2008)

Mon Jardin, Rancon
oil on canvas
38 x 61cm (14 15/16 x 24in).

£1,500 - 2,000
€1,900 - 2,600

89



90



91

91

ROBERT HARDY (BRITISH, BORN 1952)

'Meeting point'
signed 'HARDY' (lower right); signed, titled
and dated '2011' (on canvas verso),
oil on canvas
80 x 100cm (31 1/2 x 39 3/8in).

£2,500 - 3,500
€3,200 - 4,500



92

92 AR

STEPHEN MANGAN (BRITISH, BORN 1964)

At the races
signed and dated 'MANGAN 97' (lower right),
oil on canvas
107 x 117cm (42 1/8 x 46 1/16in).

£5,000 - 7,000
€6,500 - 9,100

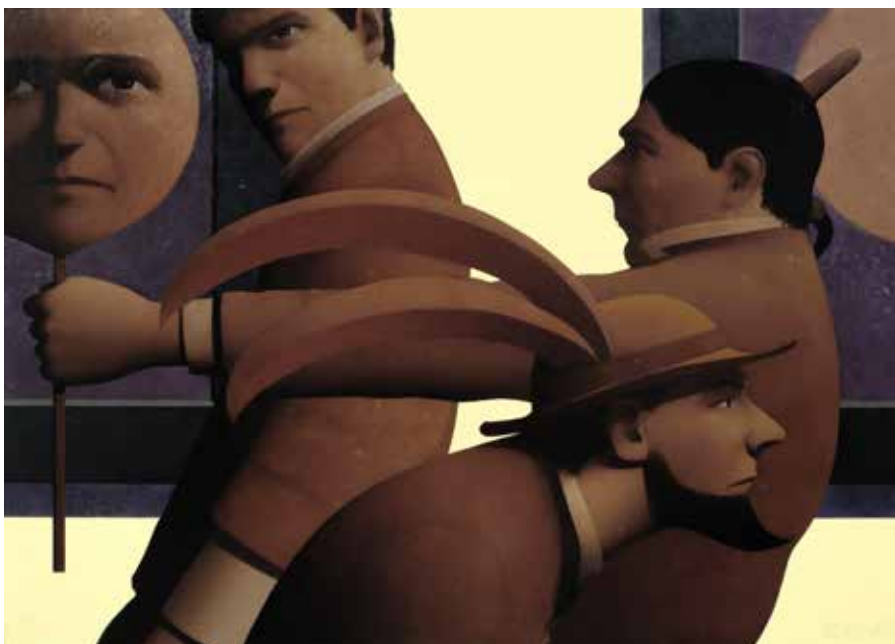
93 * AR

JOHN BOYD (BRITISH, BORN 1957)

'Dumb Crambo or Gyre and Cozenage - (For Rancliffe) a circular pavane'
signed and dated 'John Boyd/97/LII' (lower right); further signed, titled and dated (on label verso), oil on panel
50 x 70cm (19 11/16 x 27 9/16in).

£3,000 - 5,000
€3,900 - 6,500

Exhibited
London, Christopher Hull Gallery, no.8, 1994



93

94 * AR

JOHN BOYD (BRITISH, BORN 1957)

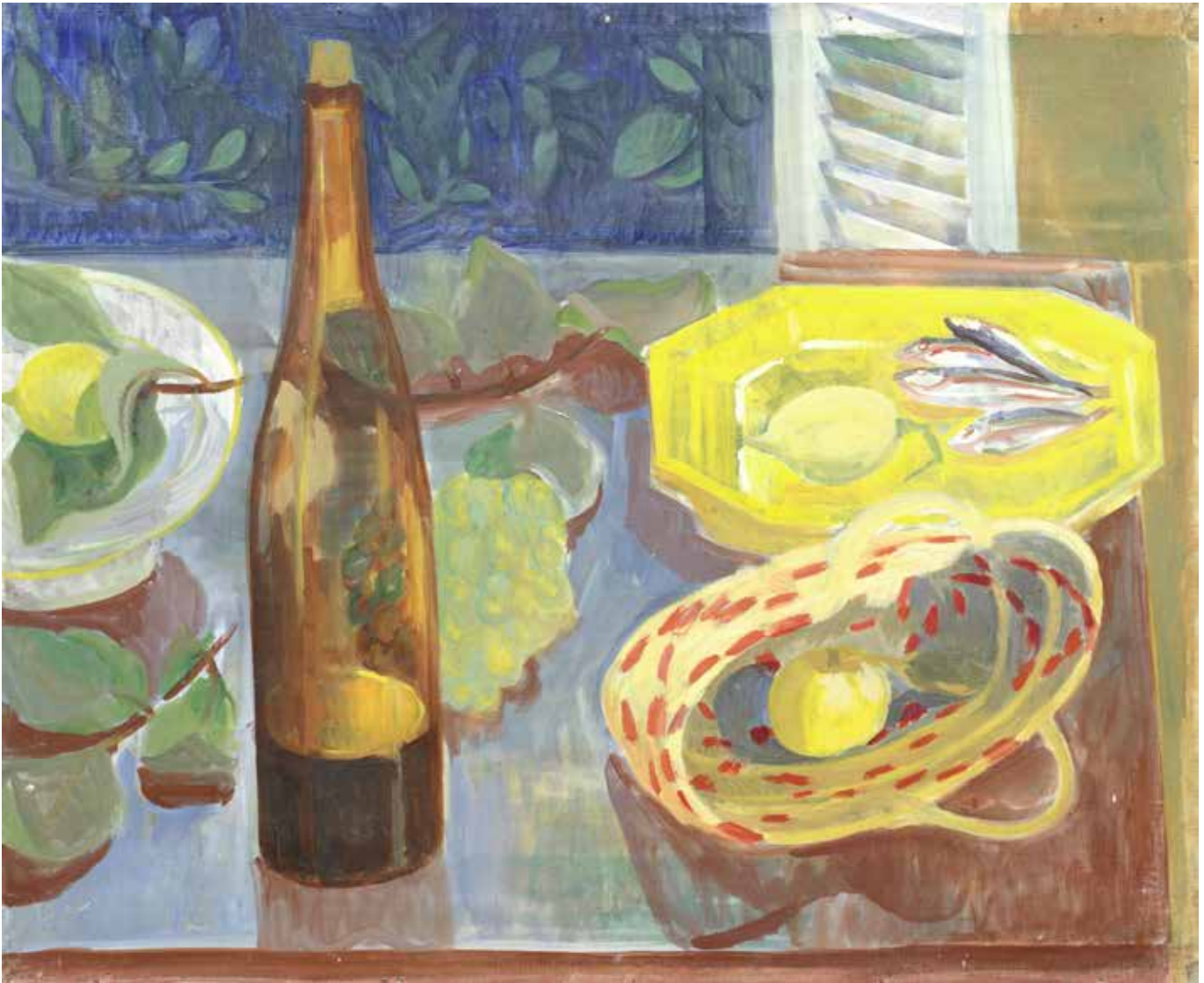
'The Denial of Gravity'
titled and signed 'John Boyd' (on label verso),
oil on panel
50 x 70.5cm (19 11/16 x 27 3/4in).

£3,000 - 5,000
€3,900 - 6,500

Exhibited
London, Christopher Hull Gallery, no.14/1992



94



95

95 AR

MARGARET MELLIS (BRITISH, 1914-2009)

Still life with wine bottle and yellow dish
bears title, date and signature 'Margaret Mellis
1947-48' (canvas stretcher); stamped with
artist's studio stamp
oil on canvas
54 x 65cm (21 1/4 x 25 9/16in).

£4,000 - 6,000
€5,200 - 7,800

Please note this lot and the following two lots
are being sold in aid of The Adnams Charity

96 AR

MARGARET MELLIS (BRITISH, 1914-2009)

Still life with champagne and tomatoes
bears title, date and signature 'Margaret Mellis
1952' (canvas stretcher); stamped with artist's
studio stamp
oil on canvas
61 x 50.6cm (24 x 19 15/16in).

£3,000 - 5,000

€3,900 - 6,500

97 AR

MARGARET MELLIS (BRITISH, 1914-2009)

Still with fish in a pan
bears title, date and signature 'Margaret Mellis
1950' (canvas overlap); stamped with artist's
studio stamp
oil on canvas
30.5 x 35.5cm (12 x 14in).

£1,500 - 2,000

€1,900 - 2,600



96



97



98

98

EDWARD MORLAND LEWIS (BRITISH, 1903-1943)

Burry Holms in Rhossili Bay

oil on panel

33.5 x 41cm (13 3/16 x 16 1/8in).

£800 - 1,200

€1,000 - 1,600

Provenance

With The Leicester Galleries

99^{AR}

LETITIA MARION HAMILTON R.H.A. (IRISH, 1878-1964)

Summer garden

signed with initials 'LMF' (lower left),

oil on canvas

47 x 57cm (18 1/2 x 22 7/16in).

£1,000 - 1,500

€1,300 - 1,900

100^{AR}

JACK BUTLER YEATS (IRISH, 1871-1957)

The woodland stream

stamped with studio monogram (lower right),

watercolour and pencil

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

£2,000 - 3,000

€2,600 - 3,900

Provenance

With Victor Waddington



99



100

101 AR

**FREDERICK CUMING RA NEAC (BRITISH,
BORN 1930)**

Still life with anemones
signed 'Cuming' (lower left); further signed
and titled (on board verso),
oil on board
30.5 x 30.5cm (12 x 12in).

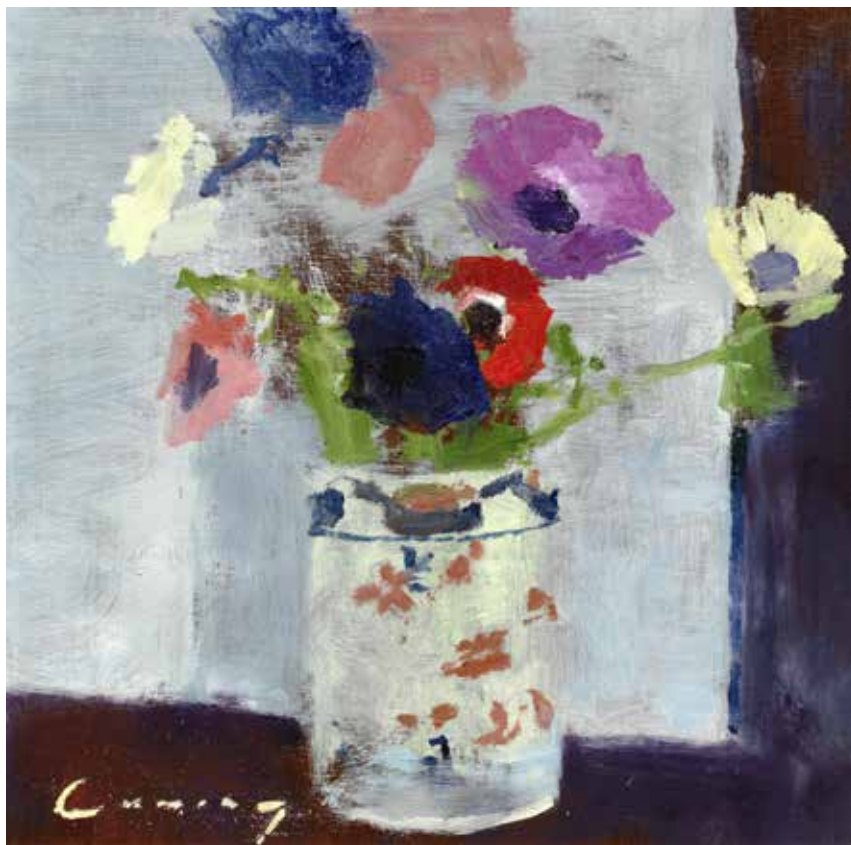
£1,200 - 1,800
€1,600 - 2,300

102 AR

**EDMUND BLAMPIED (BRITISH, 1886-
1966)**

Vase of flowers
signed 'E.Blampied' (lower right),
watercolour heightened with white
25.7 x 25.7cm (10 1/8 x 10 1/8in).

£800 - 1,200
€1,000 - 1,600



101



102



103

103 AR

KARIN JONZEN (BRITISH, 1914-1998)

Girl holding a mirror

bronze

25cm (9 3/4in)(height, excluding base)

£800 - 1,200

€1,000 - 1,600

104 AR

KARIN JONZEN (BRITISH, 1914-1998)

The lovers

bronze

20.5cm (8in)(height, excluding base)

Jonzen was the winner of the Prix de Rome 1939

£800 - 1,200

€1,000 - 1,600



104

105 AR

AUSTIN OSMAN SPARE (BRITISH, 1888-1956)

Red headed nude
signed and dated 'AOS/37' (lower right),
wash, pastel and charcoal
63 x 48cm (24 13/16 x 18 7/8in).

£3,000 - 5,000

€3,900 - 6,500

106 AR WT

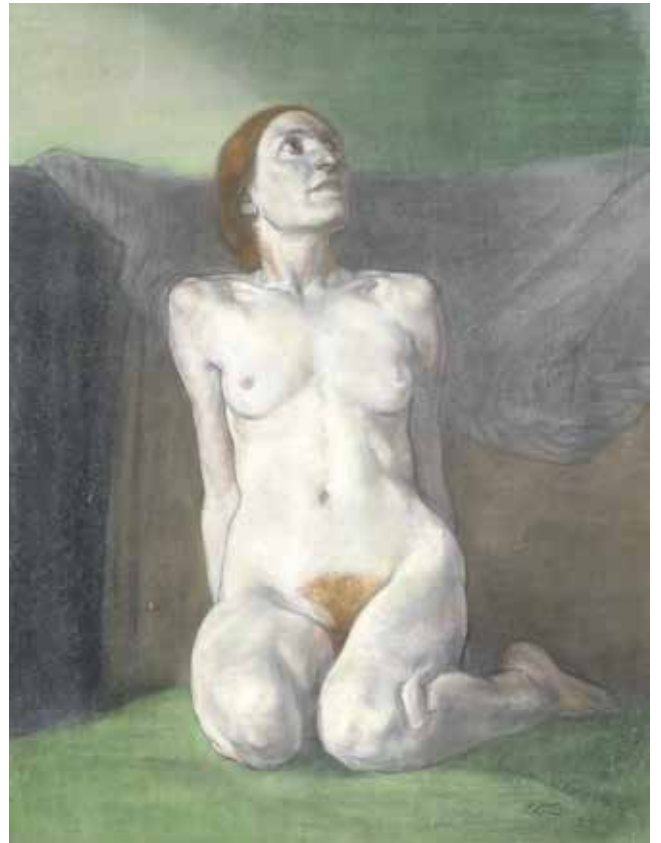
ROBERT O. LENKIEWICZ (BRITISH, 1941-2002)

Karen with male dummy
oil on canvas
175.1 x 188.5cm (68 15/16 x 74 3/16in).

£3,000 - 5,000

€3,900 - 6,500

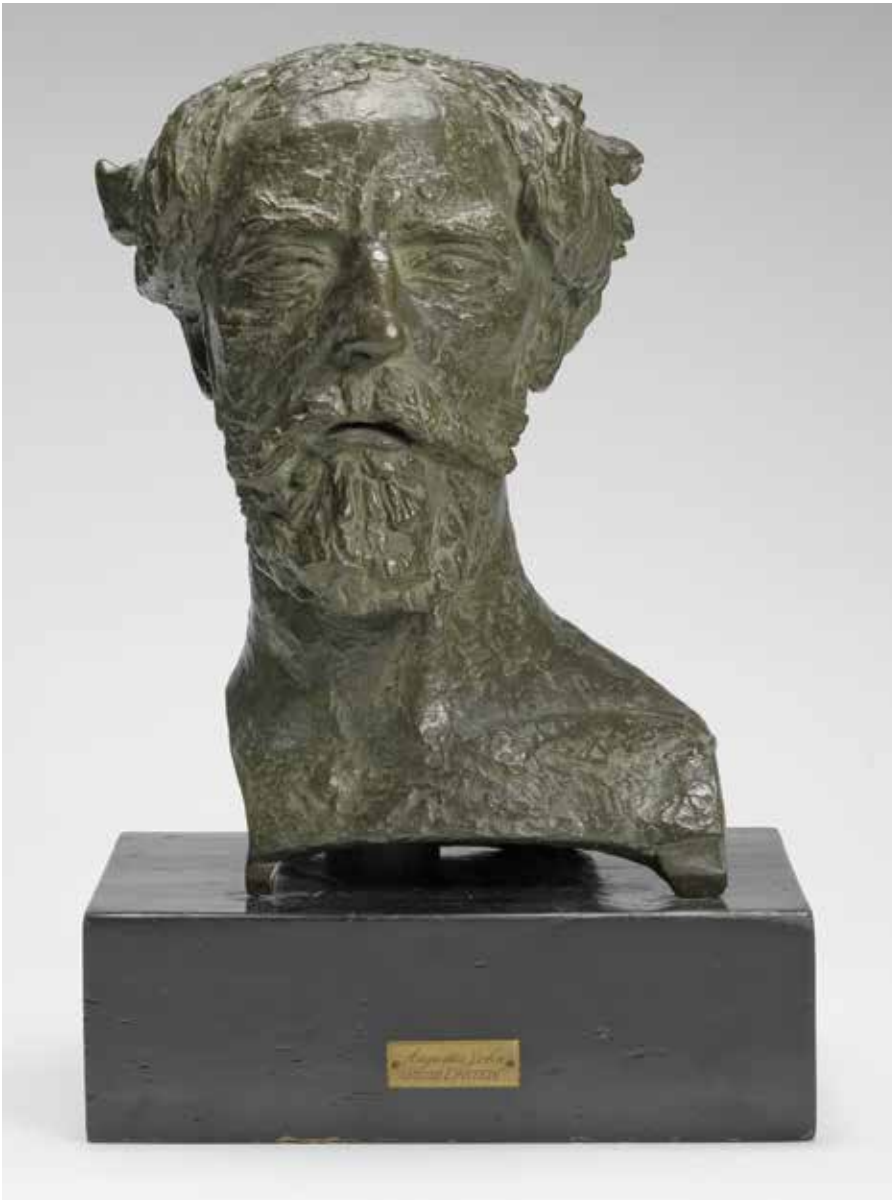
This work is from Project 16, The Sexual
Behaviour Project



105



106



107

107 * AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Augustus John
bronze with a green patina on a wooden base
37.1 cm. (15 5/8 in.) (height, excluding the base)
Conceived in 1916

£4,000 - 6,000
€5,200 - 7,800

Provenance

Private Collection, U.S.A.

Exhibited

London, Leicester Galleries, *The Sculpture of Jacob Epstein*, February-March 1917, cat. no.16 (the plaster cast)
London, Leicester Galleries, *50 Years of Bronzes and Drawings by Sir Jacob Epstein 1880-1959*, June-July 1960, cat.no.11 (another cast)

Literature

Bernard Van Dieren, *Epstein*, John Lane, New York, 1920, pl.XLI (ill., another cast)
Arnold Haskell, *The Sculptor Speaks, Jacob Epstein to Arnold Haskell. A Series of Conversations on Art*, Heinemann, London, 1931, p.171
Jacob Epstein, *Let there be Sculpture*, Michael Joseph, London, 1940, pp.107-108
Robert Black, *The Art of Jacob Epstein*, World Publishing Company, New York and Cleveland, 1942, cat.no.47, pl.76 (ill., another cast)
Richard Buckle, *Jacob Epstein, Sculptor*, Faber & Faber, London, 1963, pp.82-85, pl.127 (ill., another cast)
E.P. & B.A. Schinman, *Catalogue of the Collection of Edward P. Shinman*, Farleigh Dickinson University Press, New Jersey, 1970, p.43 (ill., another cast)
Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.139, cat.no.72 (ill.b&w, another cast)

108 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Nude study (Betty Peters)
conceived 1943-1945,
bronze
54cm (21 1/4in)(length)

£4,000 - 6,000
€5,200 - 7,800

Literature

Richard Buckle, *Jacob Epstein Sculptor*, London, 1963, p.281, illustrated pls.429-30 (another cast)



108

109 AR

JOHN ARMSTRONG (BRITISH, 1893-1973)

The Family, c.1930
signed with initials 'JA' (lower right),
oil on canvas
91.5 x 56cm (36 x 22 1/16in).

£3,000 - 5,000

€3,900 - 6,500

Provenance

With Paisnel Gallery

Literature

Andrew Lambirth, *John Armstrong The Paintings*, London, 2009, p.162, no.105

110 * AR

CHARLES GINNER A.R.A. (BRITISH, 1878-1952)

Homage to Gauguin
signed 'C. GINNER' (lower right)
oil on canvas
35.5 x 30.5 cm. (14 x 12 in.)
Painted in 1942

£6,000 - 8,000

€7,800 - 10,000

Provenance

Anton Lock, Esq.
His sale; Christie's, London, 17 November
1978, lot 24
Sale; Sotheby's, London, 23 May 1984, lot 97
Private Collection, U.S.A.

Exhibited

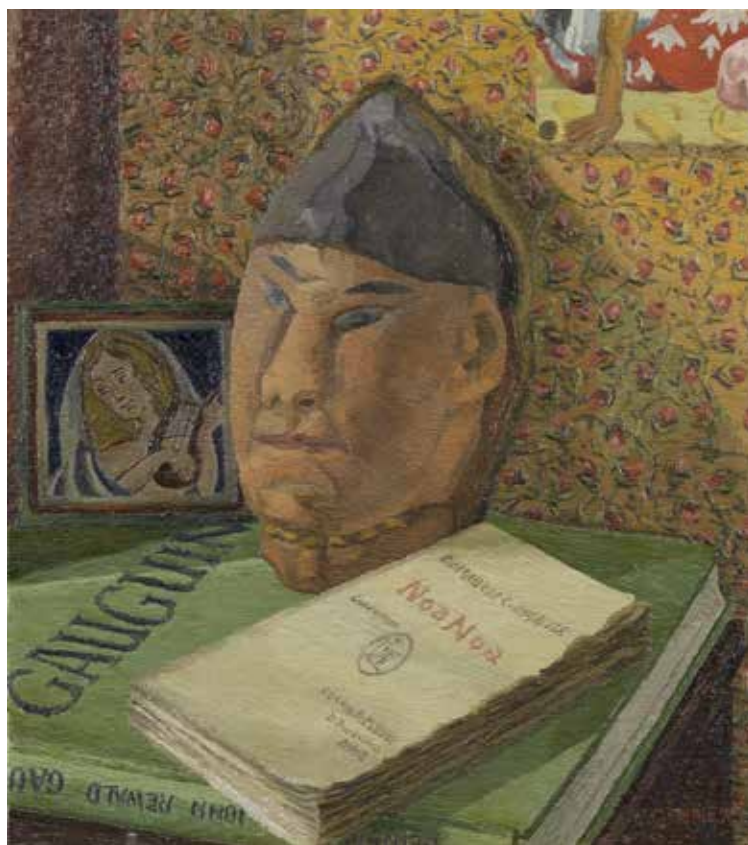
The London Group, 1942

Literature

Notebooks, vol. III, p.223



109



110



111



112

111 AR

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

'Poelfoen, Brittany'
signed 'John Piper' (lower right) and inscribed 'Poelfoen nr Ploneseat, Sept. 60' (lower left),
mixed media on paper
21.5 x 33cm (8 7/16 x 13in).

£2,000 - 3,000
€2,600 - 3,900

112 AR

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

Entrance gate
signed 'John Piper' (lower left),
ink and watercolor
11.1 x 16cm (4 3/8 x 6 5/16in).

£2,000 - 3,000
€2,600 - 3,900

Provenance
With The Waddington Galleries



113

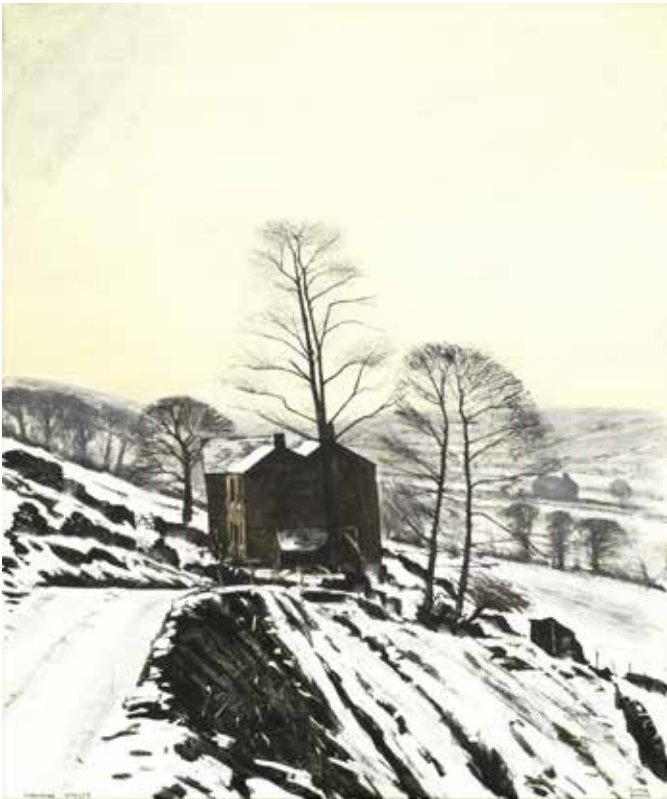
113 * AR

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

'Tarbat Ness'
signed 'John Piper' (lower right), titled and dated 'Aug 29 51' (lower left),

mixed media
30.5 x 38.5cm (12 x 15 3/16in).

£3,000 - 5,000
€3,900 - 6,500



114

114 AR

PETER BROOK (BRITISH, 1927-2009)

'Pennine Valley'
signed 'PETER BROOK' (lower right) and
inscribed with title (lower left),
oil on canvas
61 x 50.5cm (24 x 19 7/8in).

£2,500 - 3,500

€3,200 - 4,500

Provenance

Acquired directly from the artist

115 AR

PETER BROOK (BRITISH, 1927-2009)

'Farm on the Pennines'
signed 'PETER BROOK' (lower right) and
inscribed with title (lower left),
oil on canvas
53 x 61cm (20 7/8 x 24in).

£1,500 - 2,000

€1,900 - 2,600

Provenance

Acquired directly from the artist



115



116

116^{AR}

PETER BROOK (BRITISH, 1927-2009)

'Self Portrait Freezing'
signed 'PETER BROOK' (lower right) and
inscribed with title (lower left and centre),
oil on canvas
50.5 x 76.5cm (19 7/8 x 30 1/8in).

£3,000 - 5,000

€3,900 - 6,500

Provenance

Acquired directly from the artist



117

117 AR

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

Thorn trees
signed and dated 'Sutherland 46' (upper left),
ink, charcoal, oil pastel and gouache
23.5 x 19cm (9 1/4 x 7 1/2in).

£5,000 - 7,000
€6,500 - 9,100

118 AR

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

Zennor
signed 'Sutherland' (lower right)
watercolour, crayon, wax resist and ink on
paper laid on panel
46.9 x 48.2 cm. (18.5 x 19 in.)

£4,000 - 6,000
€5,200 - 7,800

Provenance

With The Lefevre Gallery, London
Private Collection, U.K.



118

In 1939, Sutherland's friend and mentor, Sir Kenneth Clark, became the founding Director of the War Artists Advisory Committee. Official War Artists were expected to record specific aspects of the war effort thus creating an enduring historical record whilst at the same time protecting them from combat at the front. Initially, Sutherland was commissioned to portray the Blitz in London and Swansea but Clark was also keen to document industrial production. As a trained engineer with an unquestionable artistic talent Sutherland had the perfect eye for limestone quarrying, opencast coal mining, steel manufacture and tin mining. The artist was sent to several locations in Cornwall including Geevor Tin Mine located just down the road from Zennor, the title and location of the present work.

119 AR

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

Study of branch and foliage signed and dated 'Sutherland 1939' (upper right), pencil, ink and watercolour
14.5 x 9cm (5 11/16 x 3 9/16in).

£4,000 - 6,000

€5,200 - 7,800

120 AR

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

Study for entrance to lane signed with initials and dated 'G.S 1939' (upper left), gouache and pencil
19.8 x 20.6cm (7 13/16 x 8 1/8in).

£4,000 - 6,000

€5,200 - 7,800

Provenance

With Marlborough Fine Art



119



120



121

121 ^{AR}

WILLIAM RALPH TURNER (BRITISH, 1920-2013)

Terrace, Winter
signed and dated 'Turner 1967' (lower right);
bears title (on label verso),
oil on board
32.5 x 40cm (12 13/16 x 15 3/4in).

£1,000 - 1,500
€1,300 - 1,900

Exhibited
Manchester, Tib Lane Gallery, *William Turner*,
18.3.68-6.4.68



122

122 ^{AR}

JOHN THOMPSON (BRITISH, 1924-2011)

Group series
signed 'John Thompson' and further signed
with initials 'JT' and inscribed 'G 2520' (lower
right), mixed media
56.5 x 77cm (22 1/4 x 30 5/16in).

£800 - 1,200
€1,000 - 1,600

123 ^{AR}

FRED YATES (BRITISH, 1922-2008)

Train engine
signed 'YATES' and inscribed 'MOGUL' (lower
right),
oil on board
61 x 91.5cm (24 x 36in).

£1,200 - 1,800
€1,600 - 2,300



123

124 AR

CLIFFORD FISHWICK (BRITISH, 1923-1997)

Bather drying

signed and dated 'C.Fishwick 57' (lower right),

oil on board

49.6 x 30cm (19 1/2 x 11 13/16in).

together with another oil by the same hand (2)

£1,000 - 1,500

€1,300 - 1,900

125 AR

CLIFFORD FISHWICK (BRITISH, 1923-1997)

Dartmoor landscape

signed and dated 'Clifford Fishwick 70' (lower right),

oil on board

13 x 29.8cm (5 1/8 x 11 3/4in).

This work is accompanied by some written correspondence from the artist and a small sketch on paper by the same hand

£700 - 900

€910 - 1,200

Provenance

With Gordon Hepworth Gallery



124



125



126



128



127

126 AR

ALFRED AARON WOLMARK (BRITISH, 1877-1961)

An Arab gentleman
signed 'Wolmark' (verso),
oil on canvas board
40.5 x 30.5cm (15 15/16 x 12in).

£1,200 - 1,800

€1,600 - 2,300

Provenance

With Island Gallery

127 AR

KEITH HOPE SHACKLETON (BRITISH, BORN 1923)

Golden eagle in flight
signed and dated 'Keith/Shackleton/1958' (lower right),
oil on board
76 x 62cm (29 15/16 x 24 7/16in).

£2,000 - 3,000

€2,600 - 3,900

Provenance

With The Tryon Gallery

128

PATRICK WILLIAM ADAM RSA (BRITISH, 1854-1929)

Corner of the artist's drawing room
oil on canvas laid on panel
59 x 36cm (23 1/4 x 14 3/16in).

£1,500 - 2,000

€1,900 - 2,600

129 AR

MARCELLA SMITH (BRITISH, 1887-1963)

Boats in the harbour, St Ives
signed 'MARCELLA SMITH' (lower left),
oil on board
15 x 21cm (5 7/8 x 8 1/4in).
together with another oil by the same hand (2)

£1,200 - 1,800
€1,600 - 2,300



129

130 AR

PAUL FEILER (BRITISH, 1918-2013)

Still life with fruit
signed with monogram and dated '49' (upper
left),
oil on canvas
43.5 x 50.5cm (17 1/8 x 19 7/8in).

£5,000 - 7,000
€6,500 - 9,100



130



131

131 AR

JOHN MINTON (BRITISH, 1917-1957)

Bastia Harbour, Corsica
 dated '1947' (upper right) and inscribed
 'Bastia/August 15th' (verso)
 pen and wash
 26.1 x 36.8cm (10 1/4 x 14 1/2in).
 This drawing is related in style and subject
 matter to Minton's illustrations for Alan Ross's
 'Time Was Away', published in 1947 by John
 Lehmann Ltd.

£1,500 - 2,000
 €1,900 - 2,600

Provenance

With James Kirkman
 With Abbott & Holder, 10 March 2000, where
 acquired by the present owner
 Private Collection, U.K.

We are grateful to Frances Spalding for her
 assistance in cataloguing this lot



132

132 AR

DAVID BOMBERG (BRITISH, 1890-1957)

The Tent Family
 signed and dated 'Bomberg 1920' (lower
 right); with inscription by Dinora Davies-Rees
 (on a label attached to the backboard)
 watercolour and gouache
 48 x 54cm (18 7/8 x 21 1/4in).

£4,000 - 6,000
 €5,200 - 7,800

Provenance

Purchased directly from Dinora Davies-Rees
 in 1987
 Thence by descent



133

133 AR

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

Dog

signed and dated 'Frink 58' (lower right)

watercolour

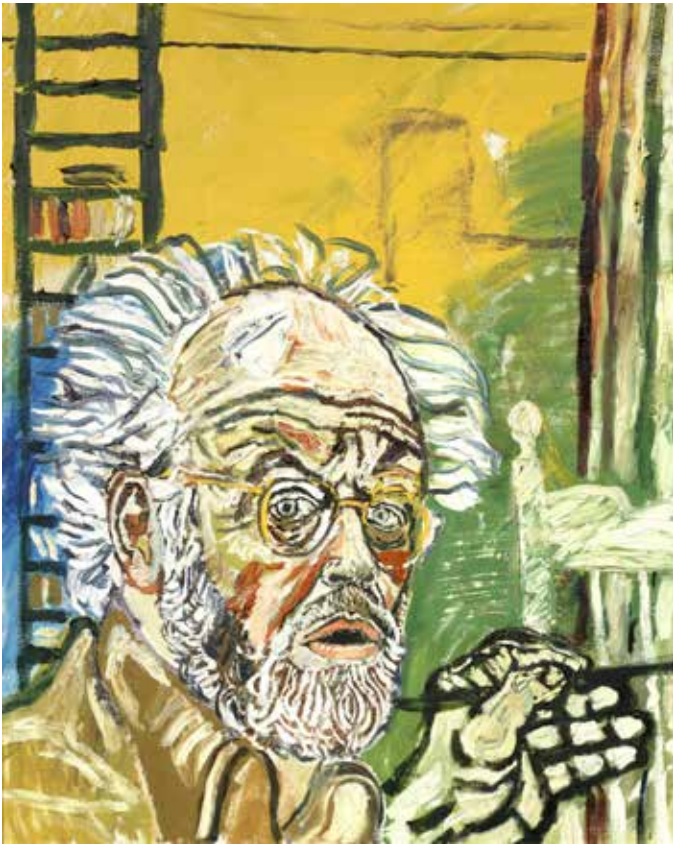
74.9 x 57.2 cm. (29 1/2 x 22 1/2 in.)

£4,000 - 6,000

€5,200 - 7,800

Provenance

Acquired directly from the Artist by the family of
the present owner
Private Collection, U.K.



134 AR

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

Self portrait with yellow background
signed 'BRATBY' (lower left), oil on canvas
77 x 62cm (30 5/16 x 24 7/16in).

£1,500 - 2,000

€1,900 - 2,600

135 AR

ERNEST ZOBOLE (WELSH, 1927-1999)

Figures in townscape at night
signed 'E.Zobole' (lower right),
oil on canvas
60 x 90cm (23 5/8 x 35 7/16in).

£1,000 - 1,500

€1,300 - 1,900

134



135

136 AR

**WILLIAM CROZIER H.R.H.A. (IRISH,
BORN 1930)**

Untitled
signed 'CROZIER' (lower left),
oil on board
120.5 x 90.5cm (47 7/16 x 35 5/8in).

£2,000 - 3,000
€2,600 - 3,900

137 AR

**JOHN CHRISTOFOROU (GREEK, 1921-
2014)**

'Carnaval'
signed 'Christoforou' (upper right), titled
(verso), oil on canvas
54 x 37cm (21 1/4 x 14 9/16in), 22x15,
circa 1958

£1,000 - 1,500
€1,300 - 1,900



136



137



138

138^{AR}

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

'Lilium Auratum'

signed, dated and inscribed 'John Bratby/
June 1961/LILIUM AURATUM' (lower left),
oil on canvas

107 x 54cm (42 1/8 x 21 1/4in).

in an original oak and linen box frame

£4,000 - 6,000

€5,200 - 7,800

Provenance

With Zwemmer Gallery, London
Private collection

139 * AR WT

RENNY TAIT (BRITISH, BORN 1965)

Redentore – Grey Sky

oil on canvas

152.7 x 229cm (60 1/8 x 90 3/16in).

unframed

£3,000 - 5,000

€3,900 - 6,500

Provenance

With Flowers East



139

140 AR

DERRICK GREAVES (BRITISH, BORN 1927)

'Rose (Black and White)'
titled, signed and dated 'Derrick Greaves
1982' (canvas verso),
chalk, oil and collage on canvas
134.5 x 108cm (52 15/16 x 42 1/2in).

£3,000 - 5,000
€3,900 - 6,500

141 AR

KENNETH ROWNTREE (BRITISH, 1915-2003)

Still life with flowers and glasses
signed with initials 'KR' (lower left),
oil on canvas
60.3 x 73cm (23 3/4 x 28 3/4in).

£3,000 - 5,000
€3,900 - 6,500

Provenance

With Zwemmer Gallery where acquired by the
artist's brother
Thence by family descent



140



141



142

142^{AR}

DAVID MACH (BRITISH, BORN 1956)

Head with blue hair
signed 'Mach' (verso),
glued matchsticks
18cm (7in)(height)

£1,000 - 1,500
€1,300 - 1,900

143^{AR}

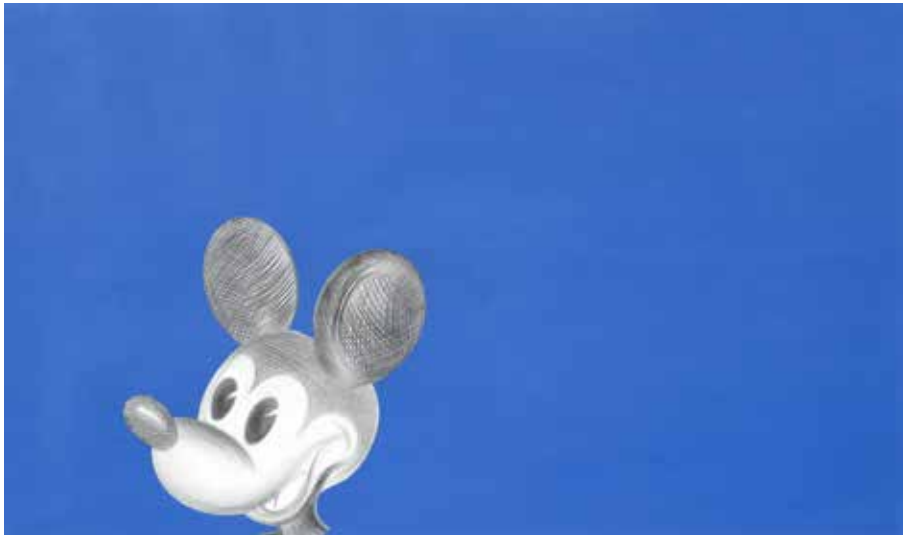
DAVID MACH (BRITISH, BORN 1956)

Green head with pink hair
signed 'Mach' (verso),
glued matchsticks
22cm (8 3/4in)(height)

£1,500 - 2,000
€1,900 - 2,600



143



144 AR

COLIN SELF (BRITISH, BORN 1941)

Study for a Diorama, possibly including Mickey Mouse
pencil, collage and oil on paper
30.5 x 52cm (12 x 20 1/2in).

144

£3,000 - 5,000
€3,900 - 6,500

Provenance

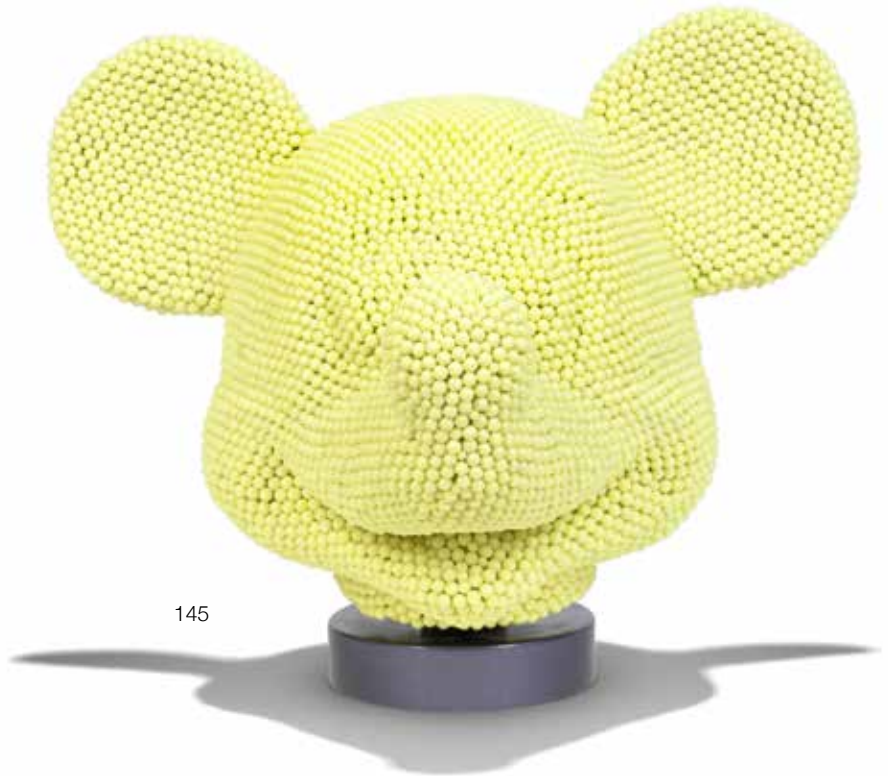
With Marlborough Fine Art, London, November 1969
Private collection

145 AR

DAVID MACH (BRITISH, BORN 1956)

Mickey mouse
signed and dated 'Mach 2013' (on underside),
yellow pins
19.5cm (7 3/4in)(height, including base)

£2,000 - 3,000
€2,600 - 3,900



145



146

146^{AR}

SOPHIE RYDER (BRITISH, BORN 1963)

Minotaur and hare through a window
signed and dated 'Ryder 99', foundry stamp
and numbered '5/12',
bronze with green patina and glass
20 x 21.5cm (7 7/8 x 8 7/16in).
together with a signed Victoria Art Gallery,
Bath exhibition catalogue

£3,000 - 5,000
€3,900 - 6,500

147^{AR}

SVEN BERLIN (BRITISH, 1911-1999)

Head of a greyhound
signed with monogram, white marble
20cm (8in)(height, including base)

£2,000 - 3,000
€2,600 - 3,900



147



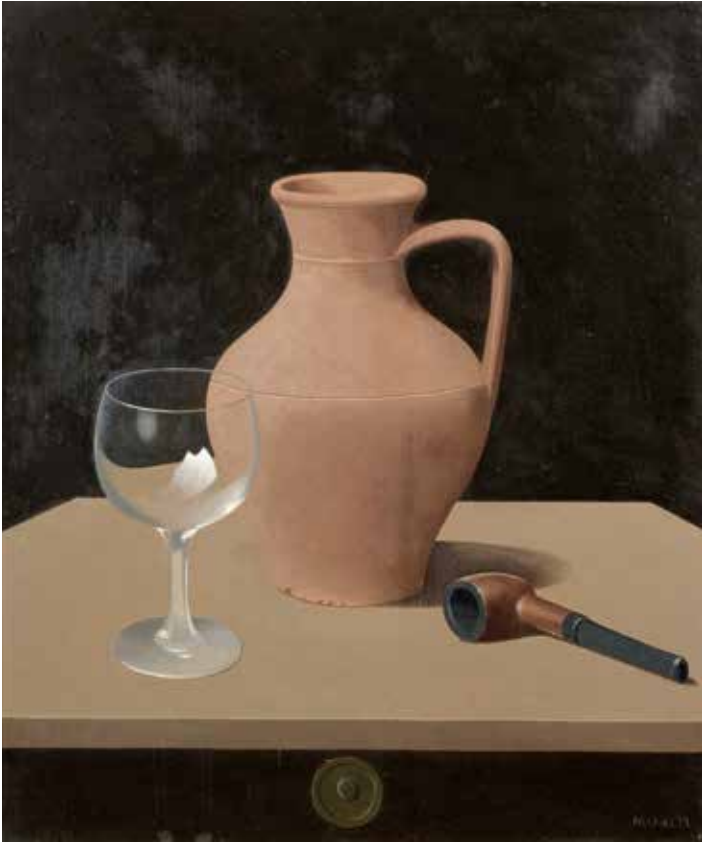
148

148 AR

SOPHIE RYDER (BRITISH, BORN 1963)

Man on horse
edition 4/9,
bronze with green patina
74cm (29in)(height)

£8,000 - 12,000
€10,000 - 16,000



149

149 AR

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

Wine Jug with Glass and Pipe
signed and dated 'Hillier. 79' (lower right);
titled and dated again "WINE JUG WITH
GLASS AND PIPE". 1979' (on the canvas
overlap)

oil on canvas

40.6 x 35.6 cm. (16 x 14 in.)

£3,000 - 4,000

€3,900 - 5,200

Provenance

Private Collection, U.K.

150 AR

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

Still life with loaf and jug
signed with monogram (lower left)

oil on canvas

40.4 x 56 cm. (15 7/8 x 22 1/8 in.)

Painted *circa* 1955, there is another painting
by the same hand verso

£7,000 - 10,000

€9,100 - 13,000

Provenance

Private Collection, U.K.



150



151

151 AR

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

The Days of Wrath

oil on canvas

70.2 x 63 cm. (27 15/8 x 24 3/4 in.)

Painted in 1935

£5,000 - 7,000

€6,500 - 9,100

Provenance

Private Collection, U.K.



152 AR

DAVID HOCKNEY (BRITISH, BORN 1937)

Tulip in a vase
 inscribed 'For Liz love David'
 polystyrene and acrylic on paper
 27cm (10 1/2in)(height)
 together with the book of *Six Fairy Tales from the Brothers Grimm* by
 David Hockney with hand coloured illustrations, inscribed 'For Rachel
 with love from David/happy birthday' (on title page)(2)

£1,500 - 2,000
 €1,900 - 2,600

Provenance

Gifted to the present owner and the present owner's mother by the artist
 in the 1970s

153 AR

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

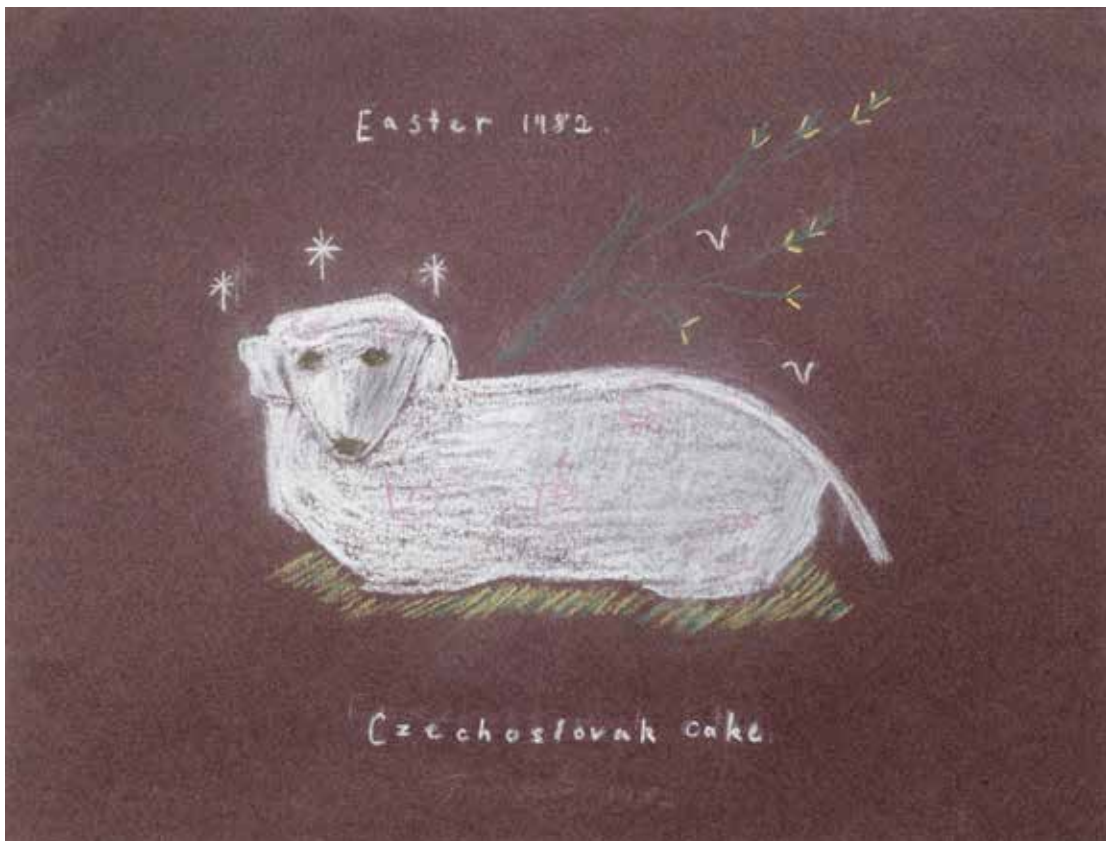
Czechoslovak cake
 inscribed with title and 'Easter 1982' (upper centre),
 pastel
 20 x 26.5cm (7 7/8 x 10 7/16in).

£3,000 - 5,000
 €3,900 - 6,500

Provenance

With Timothy Taylor Gallery

152



153



154 AR

CHRIS OFILI (BRITISH, BORN 1968)

Untitled, Red Dots, 1997
signed 'CHRIS OFILI' twice and dated '98' (paper verso),
watercolour
24 x 15.5cm (9 7/16 x 6 1/8in).

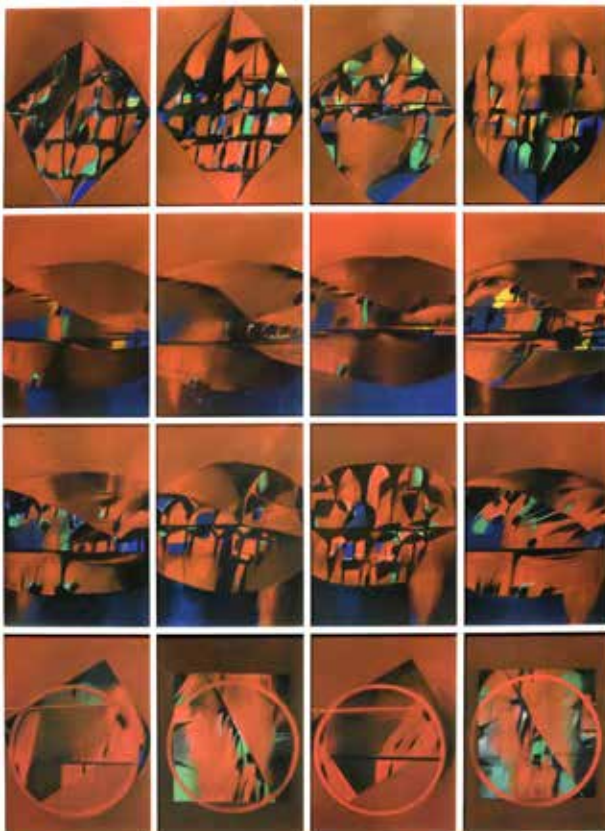
£3,500 - 4,500

€4,500 - 5,800

Provenance

With Crane Kalman Gallery

With Victoria Miro Gallery



155 AR

DAVID BLACKBURN (BRITISH, BORN 1939)

A Landscape Vision no.59
 signed and dated 'David Blackburn 2007' (on wooden slip lower right),
 pastel
 198 x 148cm (77 15/16 x 58 1/4in).

£1,000 - 1,500

€1,300 - 1,900

Provenance

With Hart Gallery, London

156 AR

JOHN MILNE (BRITISH, 1931-1978)

Attica, 1972
 cold cast bronze relief
 49.5 x 61cm (19 1/2 x 24in).

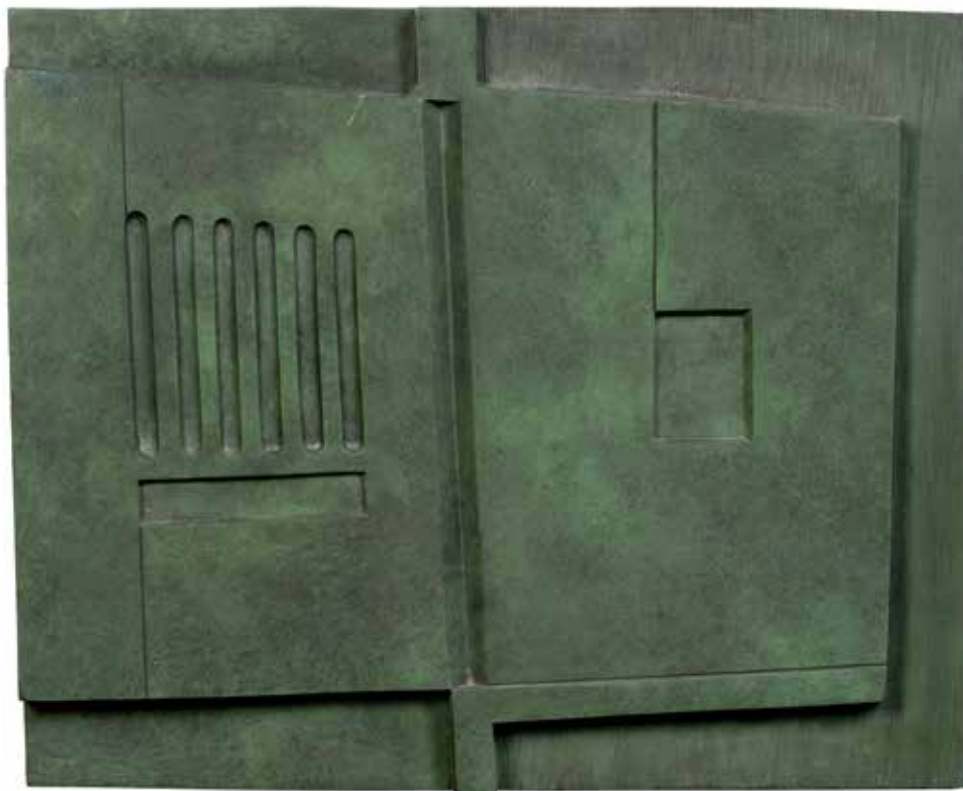
£2,000 - 3,000

€2,600 - 3,900

Literature

Peter Davies, *The sculpture of John Milne*, Belgrave Gallery, London &
 St Ives, 2000, p.82, no.JM121

155



156

157

DAVID GERRY PARTRIDGE, OSA (CANADIAN, 1919-2006)

'Coniguration on blue'
titled, signed and dated 'DAVID PARTRIDGE/Nov 1962' (verso),
nails on board
63.5 x 34cm (25 x 13 3/8in).

£800 - 1,200
€1,000 - 1,600

158 * AR

GWYTHYR IRWIN (BRITISH, 1931-2008)

Winter solstice
signed 'Irwin' (lower left), paper collage on board
121.3 x 157.5cm (47 3/4 x 62in).

£4,000 - 6,000
€5,200 - 7,800

Exhibited

Paris, Artcurial, English Contrasts, September - November 1984



157



158



159

159 AR

PAUL MOUNT (BRITISH, 1922-2009)

Untitled
signed 'Paul Mount' (on base),
stainless steel
45cm (17 3/4in)(height, including base)

£4,000 - 6,000
€5,200 - 7,800

160 AR

BERNARD MEADOWS (BRITISH, 1915-2005)

Figure with child, 1967
signed with initial 'M' and numbered '2/6', polished bronze
39.5cm (15 1/2 in)(height)

£5,000 - 7,000
€6,500 - 9,100

Literature

Alan Bowness, *Bernard Meadows: Sculpture and Drawings*, The Henry Moore Foundation in association with Lund Humphries, London, 1995, cat. no.BM 108, illustrated pl.63, p.81.



160



161 AR

PAUL MOUNT (BRITISH, 1922-2009)

Untitled

signed 'Paul Mount' (on base),
stainless steel

115cm (45 1/4in)(width)

£7,000 - 10,000

€9,100 - 13,000

End Of Sale

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**AFRICA NOW:
MODERN AFRICA**

Wednesday 25 May 2016
New Bond Street, London

**EL ANATSUI
(GHANAIAN, BORN 1944)**

Burnt Wood
46 X 126cm (18 1/8 X 49 5/8in).
£25,000 - 35,000

ENQUIRIES

+44 (0) 20 7468 8355
africanow@bonhams.com



Bonhams

LONDON

bonhams.com/africanow

**MODERN BRITISH
AND IRISH ART**

Wednesday 15 June 2016
New Bond Street, London

JOHN MINTON (BRITISH, 1917-1957)

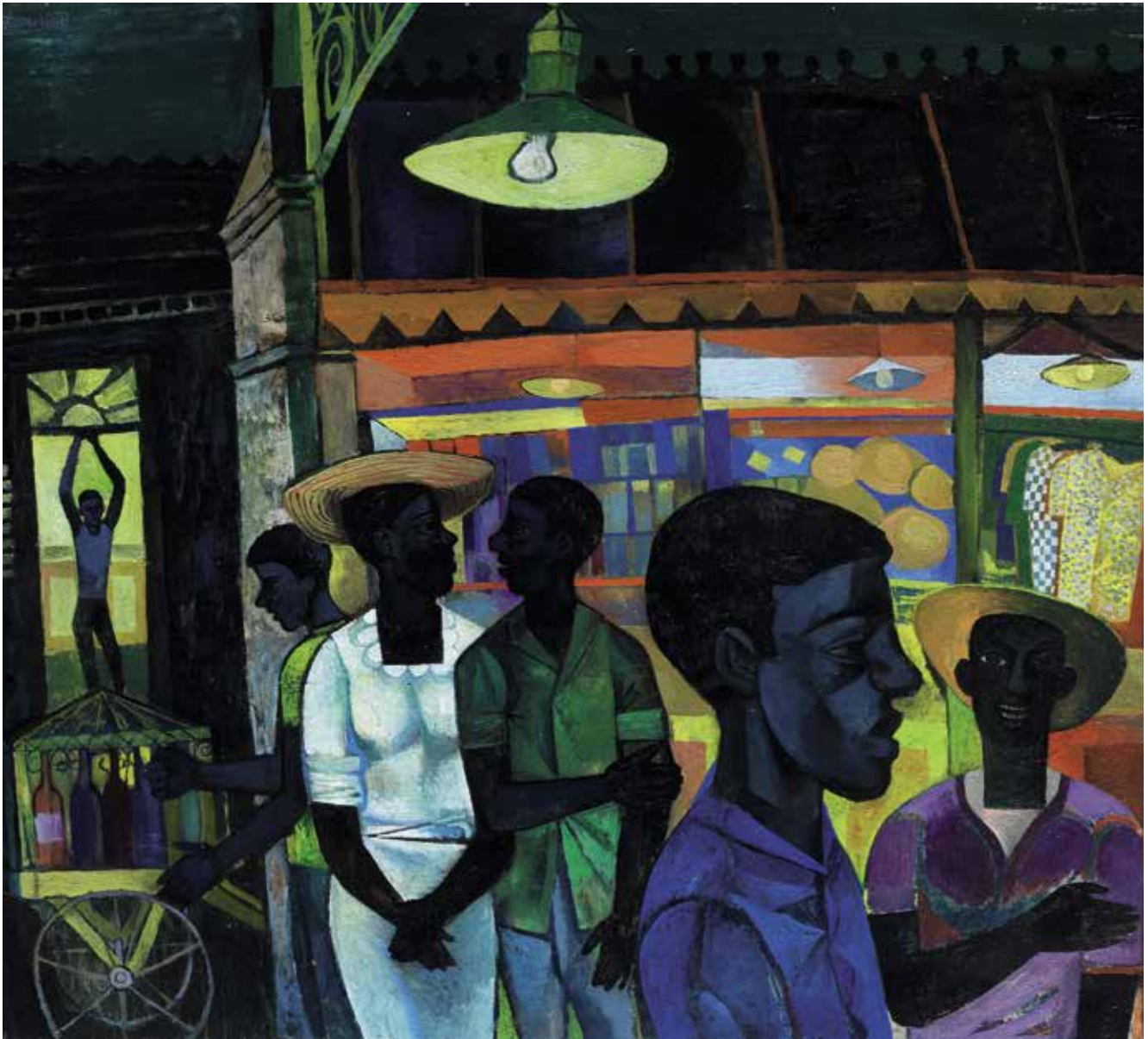
Jamaican street (detail)
oil on canvas
50.8 x 60.9 cm. (20 x 24 in.)
£20,000 - 30,000

ENQUIRIES

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

Closing date for entries

Friday 29 April 2016



Bonhams

bonhams.com/modernbritish



& **Bonhams**

SITTING PRETTY

Tuesday 15 March 2016
New Bond Street, London

EVENT INFORMATION

+44 (0) 20 7468 8365
alice.thomson@bonhams.com

BID ONLINE (from 26 February)

www.chiva-africa.org/sittingpretty
Absentee and remote bidding will be available throughout the live auction on the 15 March.

CHIVA Africa's mission is to equip healthcare professionals with the skills and knowledge they need to provide high quality, long term prevention, treatment and care services for children and adolescents living with HIV.

Fundraiser and auction of a spectacular collection of 30 exclusively designed chairs. Including one created by acclaimed South African artist, Norman Clive Catherine.



Arsenal Football Club
Aston Martin
Deborah Azzopardi
Beezy Bailey
Victoria Baker Harber
Giovanni Bedin
Rozanne Bell
David Bent
Norman Catherine
Nicky Clarke
Jessica Dorrington
Sam Edkins
Tricia Guild
Kimberley Gundle
Silia Ka Tung
Simone Krok
Maureen Lipman
Daniel Lismore
Sam Nhlengethwa
Porcupine Rocks
Kelly Simpkin
Dr Ranj Singh
Vanashree Singh
Sinitta
Samson Soboye
Sorapol
Squint Limited
Mark Francis Vandelli
Viscountess Weymouth
Jonny Wilkinson

Bonhams

LONDON

bonhams.com

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

25% up to £50,000 of the <i>Hammer Price</i>
20% from £50,001 to £1,000,000 of the <i>Hammer Price</i>
12% from £1,000,001 of the <i>Hammer Price</i>

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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 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*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

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

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

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

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

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

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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

Bottling Details and Case Terms

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

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	GOVERNING LAW
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if: 9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.1 to terminate this agreement immediately for your breach of contract;	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4 You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.2 to retain possession of the <i>Lot</i> ;	8.1 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5 If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.3 to remove, and/or store the <i>Lot</i> at your expense;	8.1.1 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.2 deliver the <i>Lot</i> to a person other than you; and/or	9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8 Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10 OUR LIABILITY
7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.2 The discretion referred to in paragraph 8.1:	10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2.1 may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2 Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1 handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.10 on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	9 FORGERIES	10.2.2 changes in atmospheric pressure; nor will we be liable for:
7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1 We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3 damage to tension stringed musical instruments; or
7.2 You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2 Paragraph 9 applies only if:	10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
	9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	
	9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	
	9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams's* normal business bank account.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

UK
Philip Keith
+44 2920 727 980
U.S.A
Fredric Backlar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
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U.S.A
Frank Maraschiello
+1 212 644 9059

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+1 415 861 7500

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
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U.S.A.
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

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John Sandon
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U.S.A
Peter Scott
+1 415 503 3326

California & American Paintings

Scot Levitt
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Carpets

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Hadji Rahimipour
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Chinese & Asian Art

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U.S.A
Dessa Goddard
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HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
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Clocks

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James Stratton
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U.S.A
Jonathan Snellenburg
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Coins & Medals

UK
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U.S.A
Paul Song
+1 323 436 5455

Contemporary Art

UK
Ralph Taylor
+44 20 7447 7403
U.S.A
Jeremy Goldsmith
+1 917 206 1656

Entertainment Memorabilia

UK
+44 20 7393 3844
U.S.A
Catherine Williamson
+1 323 436 5442

Furniture & Works of Art

UK
Guy Savill
+44 20 7468 8221
U.S.A
Andrew Jones
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A
William O'Reilly
+1 212 644 9135

Islamic & Indian Art

Claire Penhallurick
+44 20 7468 8249

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A
Susan Abeles
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AUSTRALIA
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HONG KONG
Graeme Thompson
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Marine Art

UK
Veronique Scorer
+44 20 7393 3962
U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A
Alexis Chompaisal
+1 323 436 5469

Modern Design

Gareth Williams
+44 20 7468 5879

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A
Mark Osborne
+1 415 503 3353
EUROPE
Phillip Kantor
+32 476 879 471

Automobilia

UK
Toby Wilson
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Adrian Pipiros
+44 8700 273621

Motorcycles

Ben Walker
+44 8700 273616

Native American Art

Jim Haas
+1 415 503 3294

Natural History

U.S.A
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
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U.S.A
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A
Judith Eurich
+1 415 503 3259

Portrait Miniatures

UK
+44 20 7393 3986

Prints and Multiples

UK
Rupert Worrall
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U.S.A
Judith Eurich
+1 415 503 3259

Russian Art

UK
Daria Chernenko
+44 20 7468 8334
U.S.A
Yelena Harbick
+1 212 644 9136

Scientific Instruments

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U.S.A.
Jonathan Snellenburg
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Scottish Pictures

Chris Brickley
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Silver & Gold Boxes

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Michael Moorcroft
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U.S.A
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
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Watches & Wristwatches

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