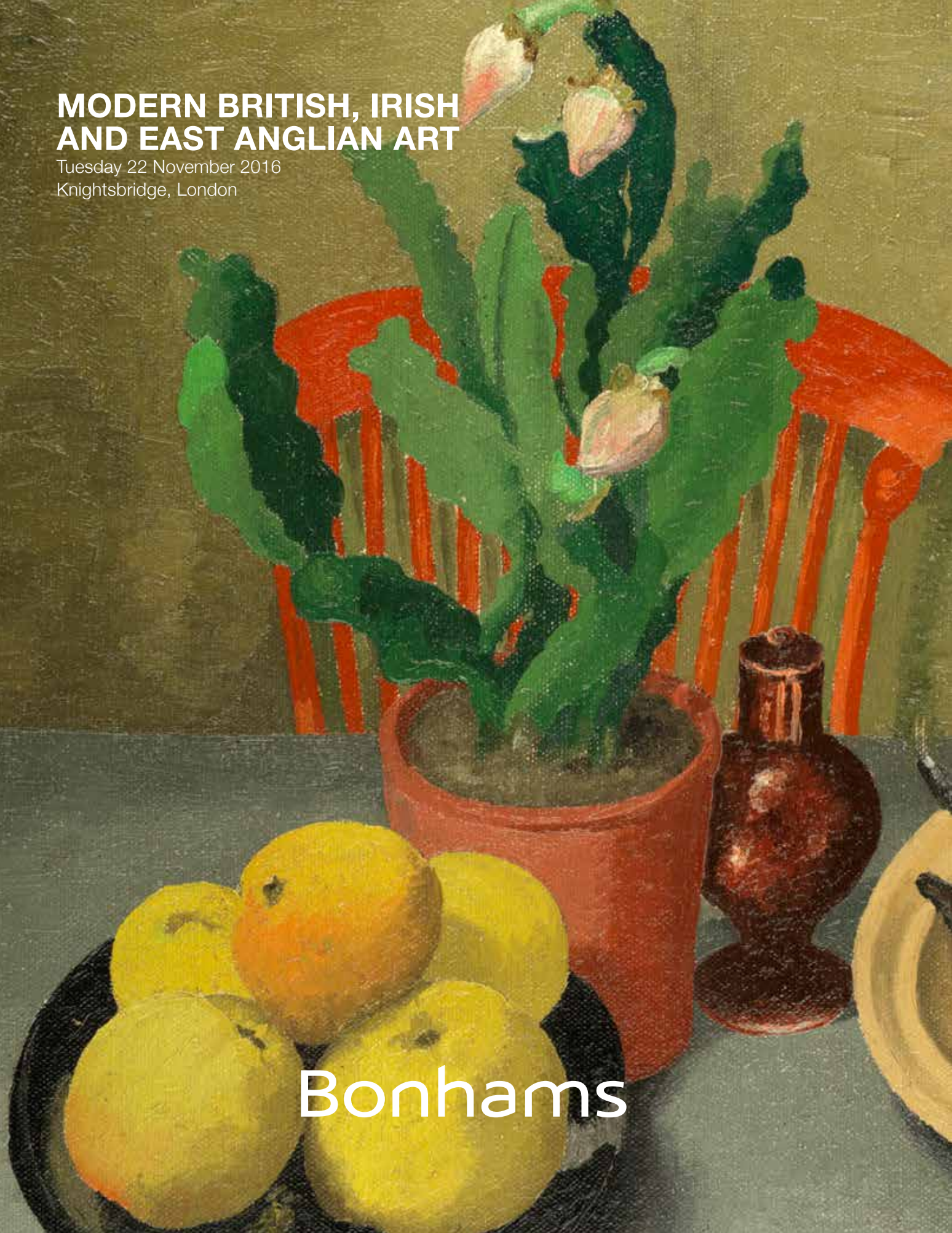


**MODERN BRITISH, IRISH
AND EAST ANGLIAN ART**

Tuesday 22 November 2016

Knightsbridge, London



Bonhams



MODERN BRITISH, IRISH AND EAST ANGLIAN ART

Tuesday 22 November 2016 at 2pm
Knightsbridge, London

VIEWING

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The Athenaeum
Angel Hill
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Thursday 10 November
10am – 5pm

MODERN BRITISH, IRISH AND EAST ANGLIAN ART

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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 38
Back cover: Lot 109
Inside front: Lot 62
Inside back: Lot 29

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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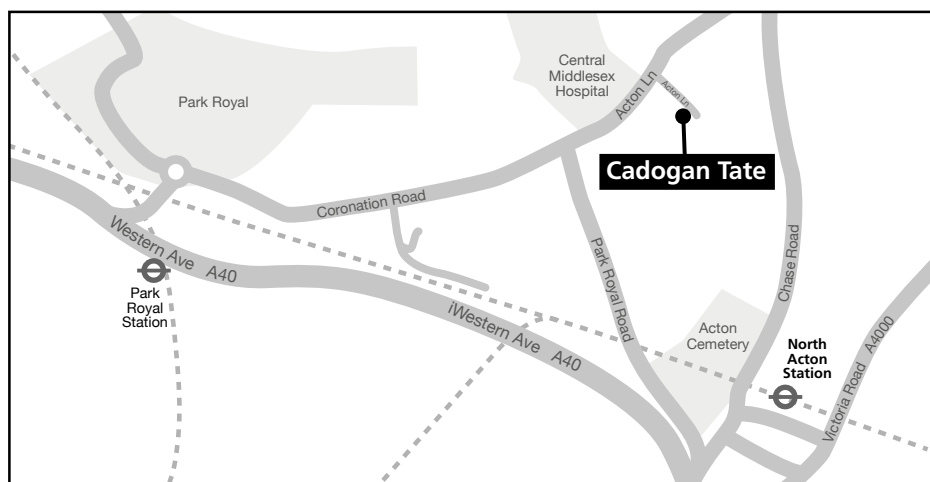
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Sold TP lots will be available for
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6100 to ensure lots are ready at time
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(Please note buyers need to be
onsite at Cadogan Tate by 4.00pm).
A booking email or phone call will
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time of collection.

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Knightsbridge for a period of not less
than 14 calendar days from the sale
date. Lots not collected by 5.30pm
Tuesday 6 December 2016 will be
Returned to the department storage.
Charges may apply.

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Storage

Storage will be free of charge for the
first 14 calendar days from &
including the sale date 22 November
2016

Charges will apply from 9am Tuesday 6 December 2016.

Large Paintings: £5.70 per day+ VAT
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+VAT (Note: Charges apply every day
including weekends and Public
Holidays)

Handling

After the first 14 calendar days
following the sale, the following
handling charges apply per Lot:
Large Paintings £42.00+ VAT
All other Paintings £21.00+ VAT

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Extended Liability cover to the value
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of all other charges.

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

* VAT on imported items at a
preferential rate of 5% on hammer
price and the prevailing rate on
buyer's premium

Y These lots are subject to CITES
regulations, please read the
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All charges due to Cadogan
Tate 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.

Payment at time of collection by:

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

EAST ANGLIAN ART



C. A. Mellor



1



2

1
HARRY BECKER (BRITISH, 1865-1928)

Workers in the field
pencil
12.5 x 17.5cm (4 15/16 x 6 7/8in).
together with a red chalk sketch of a farming scene by the same hand (2)

£800 - 1,200
€890 - 1,300

2
HARRY BECKER (BRITISH, 1865-1928)

Plough team
pencil and charcoal
11.5 x 37cm (4 1/2 x 14 9/16in).
together with an etching of resting farm workers by the same hand (2)

£800 - 1,200
€890 - 1,300

3

HARRY BECKER (BRITISH, 1865-1928)

A country lane
watercolour

27.5 x 17.5cm (10 13/16 x 6 7/8in).

£800 - 1,200

€890 - 1,300

Provenance

Purchased by the present owner's father in 1972 in Woodbridge

4

HARRY MORLEY (BRITISH, 1881-1943)

The Quay, Wells-next-the-Sea, Norfolk
signed 'HARRY MORLEY' (lower right); bears
title and date '1923' (on paper verso),
watercolour

23 x 29.5cm (9 1/16 x 11 5/8in).

together with 4 further Norfolk scenes and
a view of Versailles by the same hand; all
unframed (6)

£800 - 1,200

€890 - 1,300



3



4



5

5 AR

**SIR JOHN ALFRED ARNESBY BROWN
(BRITISH, 1866-1955)**

A Norfolk pastoral scene
signed with initials 'AB' (lower left),
oil on board
16 x 24cm (6 5/16 x 9 7/16in).

£1,000 - 1,500
€1,100 - 1,700



6

6 AR

**CAMPBELL ARCHIBALD MELLON
(BRITISH, 1876-1955)**

View of St Olaves
signed 'C.A.Mellon' (lower right); further
signed and titled (on board verso),
oil on board
22 x 29.5cm (8 11/16 x 11 5/8in).

£800 - 1,200
€890 - 1,300

7 * AR

**CAMPBELL ARCHIBALD MELLON
(BRITISH, 1876-1955)**

'Looking over Flatford Marshes towards Great
Yarmouth'
signed 'C A Mellon' (lower right), oil on canvas
42 x 55cm (16 9/16 x 21 5/8in).

£1,000 - 1,500
€1,100 - 1,700



7

8 AR

**CAMPBELL ARCHIBALD MELLON
(BRITISH, 1876-1955)**

Ship with red sail off Gorleston Pier, Great
Yarmouth
oil on canvas laid to board
25 x 35.5cm (9 13/16 x 14in).

£2,500 - 3,500
€2,800 - 3,900

Provenance

The artist, thence by family descent to the
present owner

9 AR

**CAMPBELL ARCHIBALD MELLON
(BRITISH, 1876-1955)**

Stalham, Norfolk
inscribed 'Stalham Dyke' (on board verso),
oil on board
23 x 30.5cm (9 1/16 x 12in).

£1,000 - 1,500
€1,100 - 1,700

Provenance

The artist, thence by family descent to the
present owner

10 AR

**CAMPBELL ARCHIBALD MELLON
(BRITISH, 1876-1955)**

Landscape with windmills
oil on board
23.5 x 30cm (9 1/4 x 11 13/16in).

£1,000 - 1,500
€1,100 - 1,700

Provenance

The artist, thence by family descent to the
present owner



8



9



10



11

11 AR

**CAMPBELL ARCHIBALD MELLON
(BRITISH, 1876-1955)**

Boats on a river
signed 'C.A.Mellon' (lower right),
oil on canvas
51 x 61cm (20 1/16 x 24in).

£4,000 - 6,000
€4,400 - 6,700

Provenance

The artist, thence by family descent to the present owner

12 AR

**CAMPBELL ARCHIBALD MELLON
(BRITISH, 1876-1955)**

Farm scene with village beyond
signed 'C.A. Mellon' (lower right),
oil on canvas
48.5 x 61cm (19 1/8 x 24in).

£3,000 - 5,000
€3,300 - 5,600

Provenance

The artist, thence by family descent to the present owner



12



13

13 AR

CAMPBELL ARCHIBALD MELLON (BRITISH, 1876-1955)

The Boat Pond at Gorleston

signed 'C.A. Mellon' (lower right),

oil on board

30.5 x 40.5cm (12 x 15 15/16in). 12 x 16 in

£5,000 - 7,000

€5,600 - 7,800

Provenance

The artist, thence by family descent to the present owner



14



15

14 AR

CAMPBELL ARCHIBALD MELLON (BRITISH, 1876-1955)

Beach view from Hopton Sands looking to Gorleston
signed 'C.A.Mellon' (lower right),
oil on board
30.5 x 41cm (12 x 16 1/8in).

£4,000 - 6,000
€4,400 - 6,700

Provenance

The artist, thence by family descent to the present owner

15 AR

CAMPBELL ARCHIBALD MELLON (BRITISH, 1876-1955)

Kessingland beach
signed 'C.A Mellon' (lower left); inscribed 'Grey day Kessingland/Early
Sept 11.30 am' (on board verso),
oil on board
23.5 x 30.5cm (9 1/4 x 12in).

£3,000 - 5,000
€3,300 - 5,600

Provenance

With Mandell's Gallery, Norwich
Private collection, U.K (acquired from the above in 1975, and thence
by descent).



16

16^{AR}

CAMPBELL ARCHIBALD MELLON (BRITISH, 1876-1955)

Gorleston Beach
signed 'C.A.Mellon' (lower right),
oil on canvas
51 x 61cm (20 1/16 x 24in).

£10,000 - 15,000

€11,000 - 17,000

Provenance

With Mandell's Gallery, Norwich
Private collection, U.K (acquired from the above in 1975, and thence
by descent).

17 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

'The Regatta'

signed 'Edward Seago' (lower left), bears title (on board verso),

oil on board

66 x 91.5cm (26 x 36in).

£35,000 - 45,000

€39,000 - 50,000

Provenance

With Mandell's Gallery, Norwich

Private collection, UK





18

18 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Outskirts of Ipswich
signed 'Edward Seago' (lower left) and bears title and artist's studio
stamp (on board verso),
oil on board
26 x 34.5cm (10 1/4 x 13 9/16in).

£8,000 - 12,000

€8,900 - 13,000

Provenance

With Coe Kerr Gallery, New York



19

19 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

'Pollard willows on the marsh - Norfolk'
signed 'Edward Seago' (lower left); titled (on board verso),
oil on board

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

£15,000 - 20,000

€17,000 - 22,000

Provenance

With The Everard Read Gallery, Johannesburg



20

PROPERTY OF A NEW ENGLAND FAMILY

20 * AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

'Cattle on the Marshes, Norfolk'
signed 'Edward Seago' (lower left); inscribed with title (on paper verso),
watercolour
28 x 38.5cm (11 x 15 3/16in).

£2,000 - 3,000

€2,200 - 3,300

Provenance

With Frost & Reed

OTHER PROPERTIES

21

IAN HOUSTON (BRITISH, BORN 1934)

Sailing barge bound for Mistley
signed 'Ian Houston' (lower left),
oil on board
41 x 51cm (16 1/8 x 20 1/16in).

£800 - 1,200

€890 - 1,300



21

22

IAN HOUSTON (BRITISH, BORN 1934)

Fish salesman at Cheung Chan, Hong Kong
signed 'Ian Houston' (lower left),
oil on board
46.5 x 54cm (18 5/16 x 21 1/4in).

£1,200 - 1,800

€1,300 - 2,000

23 ^{AR}

GLYN MORGAN (BRITISH, 1926-2015)

'Pontypridd'
signed 'MORGAN' (lower left); signed, titled
and dated '1947' (on stretcher verso),
oil on canvas
71 x 91cm (27 15/16 x 35 13/16in).
with unfinished oil sketch of a vase of flowers
(on canvas verso)

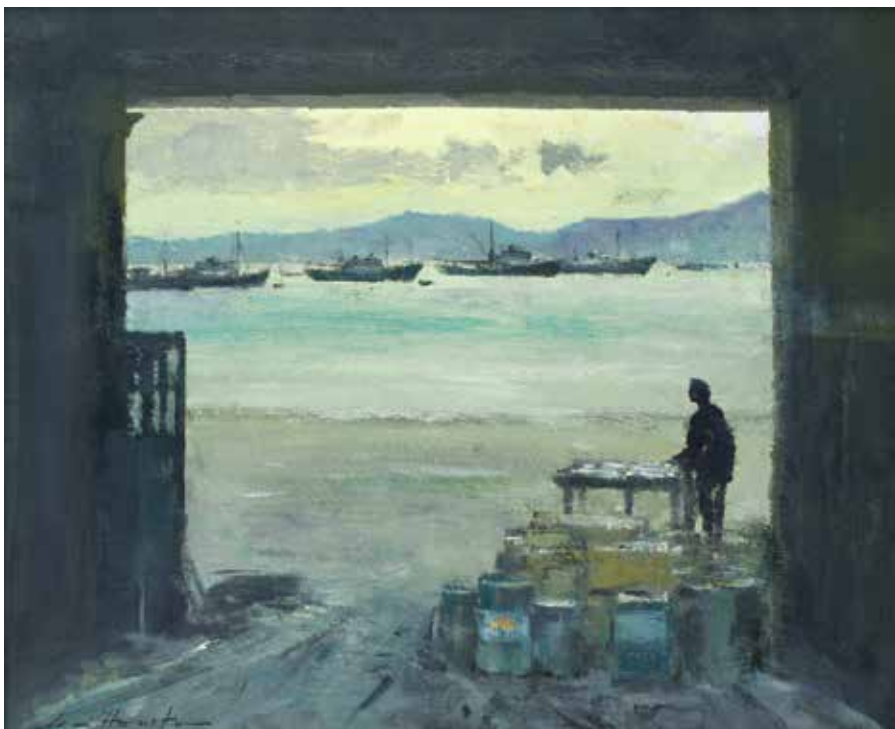
£1,000 - 1,500

€1,100 - 1,700

Provenance

The artist, from whom acquired by Phyllis
Bowen

Thence by family descent to the present
owner



22



23

**PROPERTY FROM THE ESTATE OF GLYN MORGAN
(1926-2015), LOTS 24-37**

Glyn Morgan first met Cedric Morris in Wales in 1943.

Glyn was a student at Cardiff Art School and Cedric was selecting works for an exhibition. Glyn was invited to spend the summer at Benton End and it was to become a place that would play an important part in Glyn's life for the next 38 years and a place he would later describe as 'an enchanted haven'.

Disillusioned with the commercial art world in London Cedric Morris and Arthur Lett-Haines opened the East Anglian School of Painting and Drawing in rural Suffolk in early 1937, moving to Benton End, Hadleigh in 1939 after the initial premises were destroyed by fire. There was no formal teaching - instead the students were encouraged to develop their own styles and interests. Glyn said of Cedric 'he never told anyone to use a particular style or technique. His criticisms were confined to colour, balance and other basic formal qualities of painting'. Glyn considered Cedric to be 'one of the greatest colourists of the 20th century' and it is this understanding of colour that can be seen as a direct influence on Glyn's work throughout his long career.



25



24

24 AR

SIR CEDRIC LOCKWOOD MORRIS (BRITISH, 1889-1982)

Garden, Benton End
oil on canvas

67 x 82cm (26 3/8 x 32 5/16in).

£4,000 - 6,000

€4,400 - 6,700

Provenance

Collection of Glyn Morgan

Illustrated

Gwynneth Reynolds and Diana Grace, *Benton End Remembered - Cedric Morris, Arthur Lett-Haines and the East Anglian School of Painting and Drawing*, London, 2002, p.12 (coll.ill.)



26

25

THE EAST ANGLIAN SCHOOL OF PAINTING

Two wooden signs
various sizes (2)

Provenance

Collection of Glyn Morgan

26 AR

SIR CEDRIC LOCKWOOD MORRIS (BRITISH, 1889-1982)

Still life with vase of poppies and mixed flowers
signed and dated 'CEDRIC MORRIS/63' (lower right),
oil on canvas

76 x 66cm (29 15/16 x 26in). (overall size)

unframed

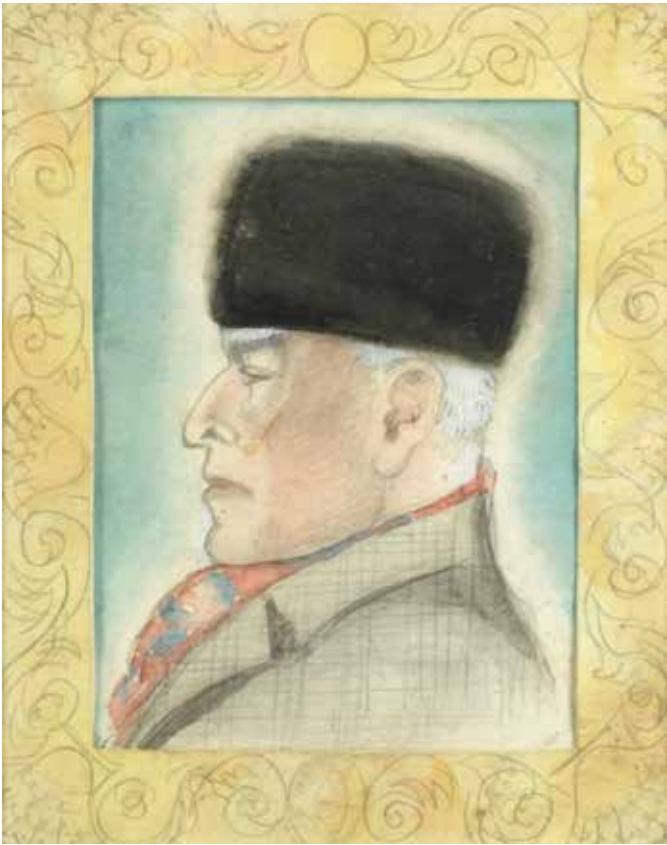
with further unfinished oil sketch (on canvas verso)

£5,000 - 7,000

€5,600 - 7,800

Provenance

Collection of Glyn Morgan



27



27



28

27 AR

SIR CEDRIC LOCKWOOD MORRIS (BRITISH, 1889-1982)

Portrait of Arthur Lett-Haines signed and dated 'Cedric Morris/-25' (lower left), pencil
 22 x 17.5cm (8 11/16 x 6 7/8in).
 together with another portrait of Lett-Haines by Kathleen Hale (2)

£600 - 800

€670 - 890

Provenance

Collection of Glyn Morgan

Illustrated

Gwynneth Reynolds and Diana Grace, *Benton End Remembered - Cedric Morris, Arthur Lett-Haines and the East Anglian School of Painting and Drawing*, London, 2002, p.55 (coll.ill.)(Kathleen Hale)

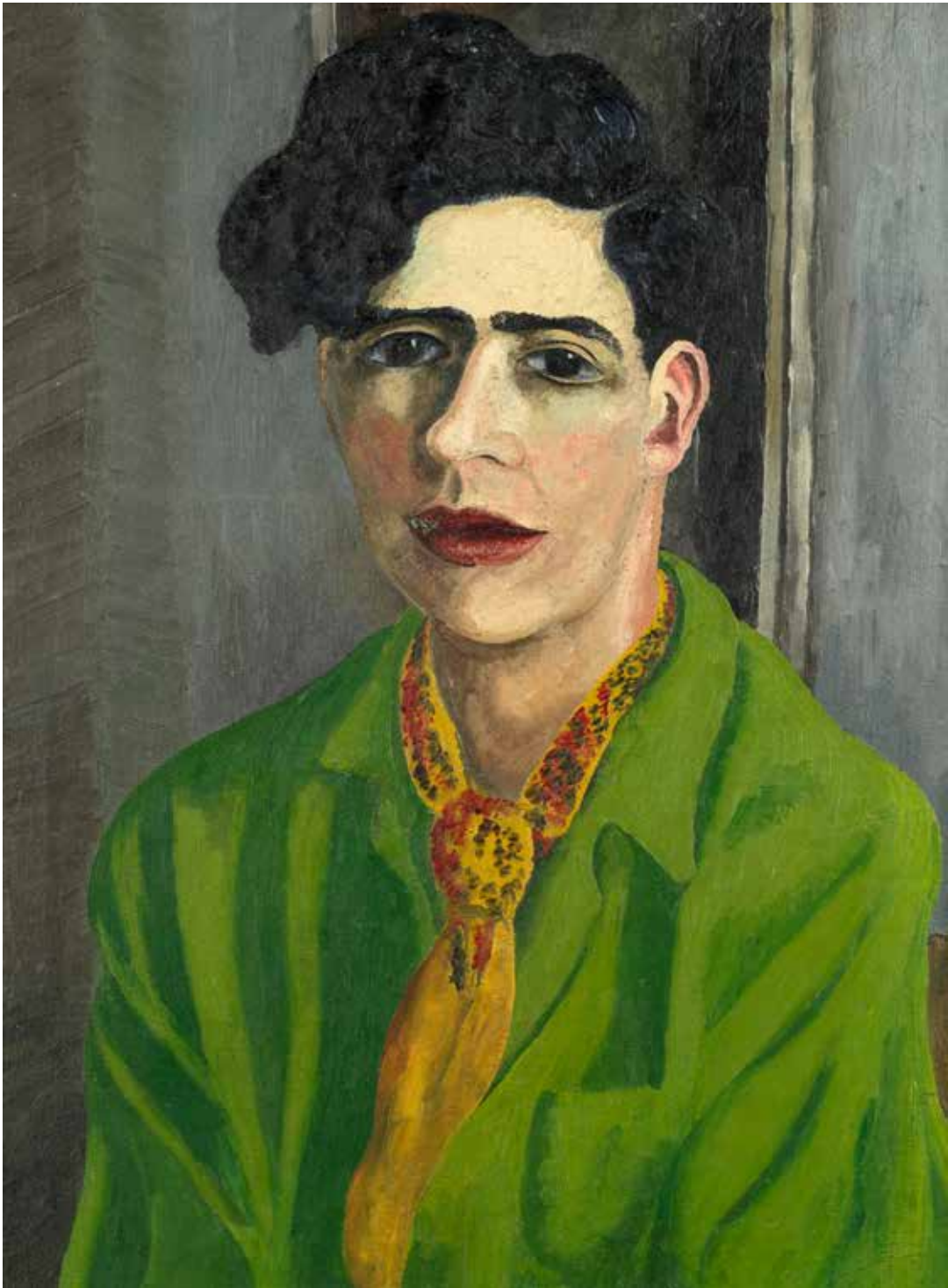
28 AR

GLYN MORGAN (BRITISH, 1926-2015)

Cedric Morris at his easel signed 'Morgan' (lower right), pen and ink
 34 x 26cm (13 3/8 x 10 1/4in).

£400 - 600

€450 - 670



29

29 AR

SIR CEDRIC LOCKWOOD MORRIS (BRITISH, 1889-1982)

Portrait of Glyn Morgan
circa 1949-1954,
oil on canvas
61 x 46cm (24 x 18 1/8in).

£3,000 - 5,000
€3,300 - 5,600

Provenance

Collection of Glyn Morgan

Exhibited

The Ixion Society, Hadleigh



30



31

30 AR

GLYN MORGAN (BRITISH, 1926-2015)

The Pleasures of Education; Speech day; Staff room studies
three works framed as one, each signed 'Morgan' (lower right),
pen and pencil

largest 27 x 10cm (10 1/2in x 4in)

together with two further sketches by the same hand (various sizes)(3)

£800 - 1,200

€890 - 1,300

31 AR

SIR CEDRIC LOCKWOOD MORRIS (BRITISH, 1889-1982)

Portrait of a woman
signed and dated 'Cedric Morris 35' (lower right),
pencil

54.5 x 41cm (21 7/16 x 16 1/8in).

£700 - 900

€780 - 1,000

Provenance

Collection of Glyn Morgan

32 AR

**SIR CEDRIC LOCKWOOD MORRIS
(BRITISH, 1889-1982)**

View through an arch to beach beyond
signed and dated 'CEDRIC MORRIS/64'
(lower right),
oil on canvas
76 x 51cm (29 15/16 x 20 1/16in).

£3,000 - 5,000
€3,300 - 5,600

Provenance

Collection of Glyn Morgan

33 AR

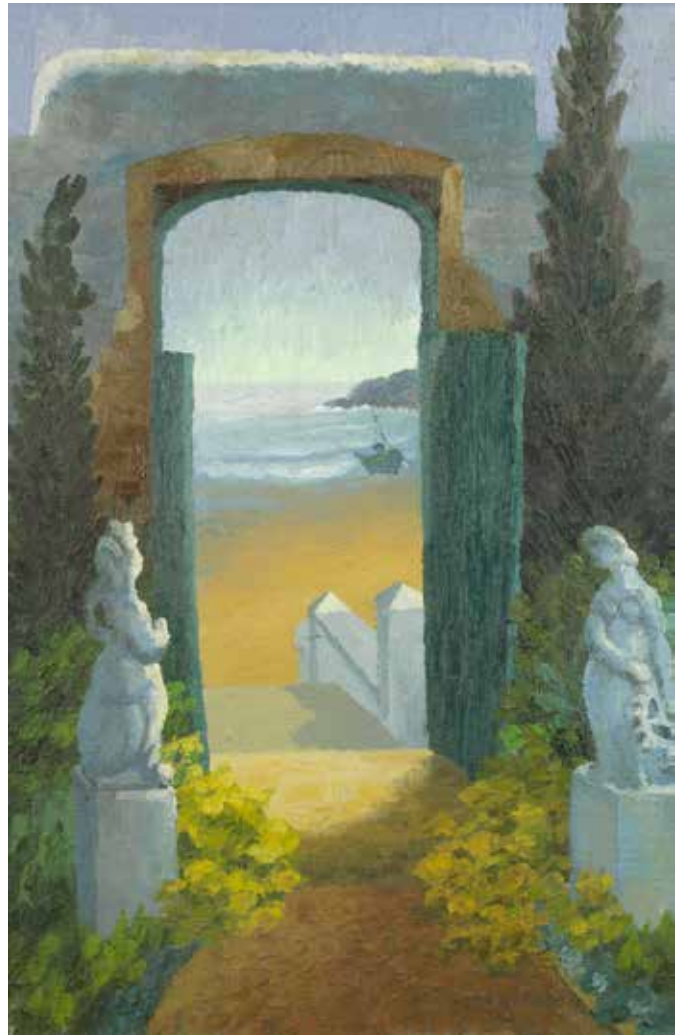
**SIR CEDRIC LOCKWOOD MORRIS
(BRITISH, 1889-1982)**

Landscape with mountains beyond
inscribed 'Cedric's 1st watercolour', circa
1914,
watercolour
25 x 37.5cm (9 13/16 x 14 3/4in).
together with two further early watercolours
by the same hand. The Ixion Society labels
(verso) (3)

£800 - 1,200
€890 - 1,300

Provenance

Collection of Glyn Morgan



32



33



34

34 AR

GLYN MORGAN (BRITISH, 1926-2015)

Still life with brown jug
signed and dated 'MORGAN/65' (lower right),
oil on canvas
76 x 61cm (29 15/16 x 24in).

£1,500 - 2,000
€1,700 - 2,200

Exhibited

Chappel Galleries, *Glyn Morgan 1926-2015*,
Canu'n iach fy ngwlad, 16th July-7th August
2016

35 AR

GLYN MORGAN (BRITISH, 1926-2015)

The red house
signed and dated 'Morgan/90' (lower right),
oil on canvas
51 x 61cm (20 1/16 x 24in).

£1,000 - 1,500
€1,100 - 1,700



35

36 AR

GLYN MORGAN (BRITISH, 1926-2015)

Flowers in a landscape
signed and dated 'Morgan 54' (lower right),
oil on board
72 x 37cm (28 3/8 x 14 9/16in).

£800 - 1,200

€890 - 1,300

Exhibited

South Wales Art Society, no.1

37 AR

GLYN MORGAN (BRITISH, 1926-2015)

Landscape with rabbits
signed and dated 'Morgan/91' (lower right),
oil on canvas
64 x 76cm (25 3/16 x 29 15/16in).

£1,500 - 2,000

€1,700 - 2,200



36



37

38 AR

SIR CEDRIC LOCKWOOD MORRIS (BRITISH, 1889-1982)

The orange chair
signed and dated 'CEDRIC MORRIS/44' (lower right),
oil on canvas
51 x 63.5cm (20 1/16 x 25in).

£20,000 - 30,000

€22,000 - 33,000

Provenance

The artist, from whom acquired by Phyllis Bowen
Thence by family descent to the present owner

Exhibited

National Museum of Wales, *Cedric Morris Retrospective Exhibition*,
1968, cat.no.51
The Tate Gallery, *Cedric Morris*, 28 March-13 May 1984, cat.no.83

Phyllis Bowen (1903- 1999) enjoyed a privileged upbringing as daughter of Howard Morgan, a master baker from Pontypridd in Wales.

Despite her upbringing she forged a successful career for herself as a writer and broadcaster for the BBC Welsh service.

After the Second World War Phyllis and her husband, encouraged by her friend Cedric Morris, moved from Pontypridd to Castle House in Laugharne where Dylan and Caitlin Thomas were neighbours. It was during this period that Phyllis met and encouraged many painters of the time, mounting an exhibition at Castle House for the likes of Augustus and Gwen John, and building an important art collection of her own. In her memoirs she states 'the pictures have always been dear to me because I knew personally practically every painter whose work I bought, so it was like being surrounded by friends'.

Phyllis knew Cedric Morris and Arthur Lett-Haines from her time at the East Anglian painting school at Benton End. She said of her time there 'everybody was encouraged to paint; it didn't matter if it was somebody like myself, who was really only a dabbler, or whether they were a first class painter like John Nash or Lucien Freud'.

An important floral still life by Cedric Morris was bequeathed by Phyllis Bowen in 1999 to the National Museums and Galleries of Wales.





39

39 AR

SIR CEDRIC LOCKWOOD MORRIS (BRITISH, 1889-1982)

An Italian landscape
signed and dated 'C.MORRIS/-22' (lower right),
oil on canvas
55 x 45cm (21 5/8 x 17 11/16in).

£5,000 - 7,000
€5,600 - 7,800

Provenance

Collection of Anton Giulio Bragaglia
Thence by descent

From 1920 to 1926 Cedric Morris and his partner Arthur Lett-Haines travelled extensively around Europe mixing with continental avant-garde artists and writers. In November 1922 their work was included in a group exhibition at the Casa d'Arte Bragaglia in Rome, run by a pioneer of Italian Futurist photography and cinema, Anton Giulio Bragaglia. Important modernist artists such as Balla, Boccioni and Kandinsky were regular exhibitors at the gallery and De Chirico, whom Morris greatly admired, had his first one-man exhibition there in 1919.

40 * AR

MARY POTTER (BRITISH, 1900-1981)

Rooftops and bird on a wire
oil on canvas
20.5 x 26cm (8 1/16 x 10 1/4in).

£1,000 - 1,500
€1,100 - 1,700

41 AR

MARGARET MELLIS (BRITISH, 1914-2009)

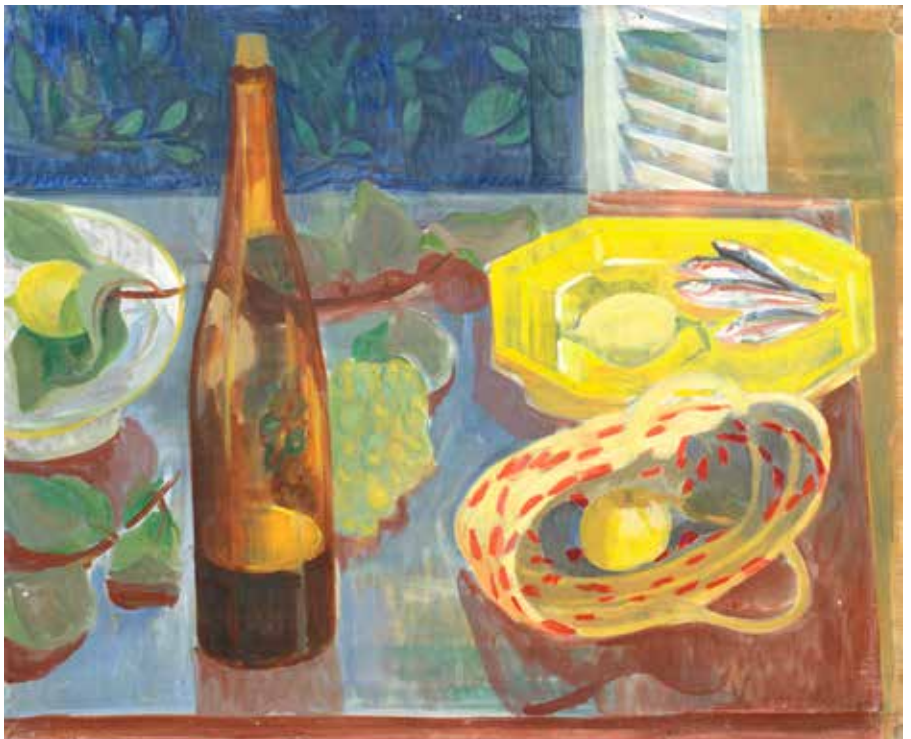
Still life with wine bottle and yellow dish
bears title, date and signature 'Margaret Mellis
1947-48' (canvas stretcher); stamped with
artist's studio stamp
oil on canvas
54 x 65cm (21 1/4 x 25 9/16in).

£2,000 - 3,000
€2,200 - 3,300

Please note that this work is being sold in aid
of The Adnams Charity



40



41



42



43

42 ^{AR}

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

Boxted Mill pool
signed 'John Nash' (lower left); bears title (on board verso),
pencil and watercolour
24.5 x 34.5cm (9 5/8 x 13 9/16in).

£1,500 - 2,000

€1,700 - 2,200

Provenance

With Zwemmer Gallery

PROPERTY OF A NEW ENGLAND FAMILY

43 ^{* AR}

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

Paths in the woodland
signed 'John Nash' (lower left),
pencil and watercolour
25.5 x 35.5cm (10 1/16 x 14in).

£2,000 - 3,000

€2,200 - 3,300

Provenance

With The Fine Art Society



44

OTHER PROPERTIES

44 AR

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

Trees by a River
stamped with a studio stamp (verso),
oil on board
40.7 x 55.3 cm. (16 x 21 3/4 in.)
Painted *circa* 1960

£5,000 - 8,000

€5,600 - 8,900

Provenance

With New Grafton Gallery, 1 February 1979, where acquired by
Mrs. J. Wedmore, thence by descent to the present owner
Private Collection, U.K.



45 AR

COLIN MOSS (BRITISH, 1914-2005)

The cigarette signed 'Colin Moss' (lower left), charcoal on coloured paper
47 x 35.5cm (18 1/2 x 14in).

£600 - 800

€670 - 890

Provenance

Purchased from The Phoenix Gallery, Lavenham, 1969

46

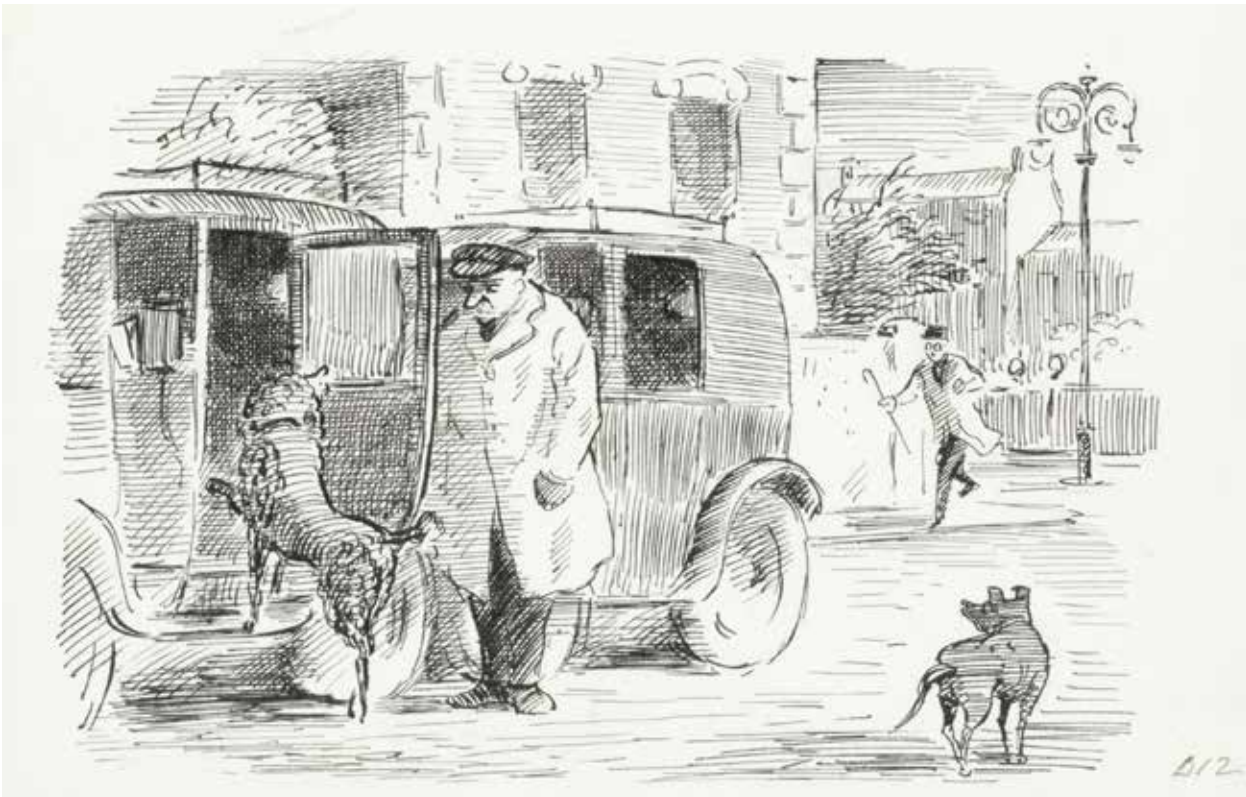
EDWARD ARDIZZONE (BRITISH, 1900-1979)

Laughing widow signed 'DIZ' (lower left) and bears title (on board verso), pen and ink
11.5 x 16.5cm (4 1/2 x 6 1/2in).
together with two further pen and ink sketches by the same hand (one unframed)(3)

£1,000 - 1,500

€1,100 - 1,700

45



46

47 AR

MARGARET THOMAS (BRITISH, 1916-2016)

Marguerites and old roses
signed with initials 'MT' (lower left),
oil on canvas
36 x 26cm (14 3/16 x 10 1/4in).
together with another work by the same hand
entitled 'Crocus Chrysanthus' (2)

£1,000 - 1,500
€1,100 - 1,700

48 AR

MARGARET THOMAS (BRITISH, 1916-2016)

Cyclamen in a pot
signed with monogram (lower left); inscribed
with date 'JAN 88' (on stretcher verso),
oil on canvas
45.5 x 38cm (17 15/16 x 14 15/16in).

£800 - 1,200
€890 - 1,300



47



48



49

49

TESSA NEWCOMB (BRITISH, BORN 1955)

'Summer'
signed with initials and dated 'TN/13' (lower right); further signed, titled
and dated 'AUGUST 13' (on board verso),
oil on board
61 x 91cm (24 x 35 13/16in).

£2,000 - 3,000

€2,200 - 3,300



50

50 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

'Hens in flowerbed'

signed with initials and dated 'TN 08' (lower left); further signed, titled

and dated 'August 08' (on board verso),

oil on board

61 x 83cm (24 x 32 11/16in).

£2,000 - 3,000

€2,200 - 3,300



51

51 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

'The red boat'
signed with initials and dated 'TN 95' (lower left); titled (on board verso),
oil on board
51.5 x 46cm (20 1/4 x 18 1/8in).

£1,200 - 1,800

€1,300 - 2,000

52 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

'Two boats'
signed 'Tessa Newcomb' and titled (on board verso),
oil on board
30.5 x 60.5cm (12 x 23 13/16in).

£1,000 - 1,500

€1,100 - 1,700



52

53 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

'Snow from the West'
signed with initials 'T.N.' (lower left); titled and dated 'Feb 96' (on board verso),
oil on board
46.5 x 55cm (18 5/16 x 21 5/8in).

£1,200 - 1,800
€1,300 - 2,000

54 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

The evening, Southwold
signed with initials and dated 'TN 95',
oil on board with painted frame
37 x 50.5cm (14 9/16 x 19 7/8in).(overall size)

£1,500 - 2,000
€1,700 - 2,200



53



54



55

55

ROBERT SADLER

Cloud Cover
signed 'Sadler' (lower left),
oil on board
104 x 76cm (40 15/16 x 29 15/16in).
circa 1960

£1,000 - 1,500

€1,100 - 1,700

Exhibited

Leiston Abbey, Suffolk



56

56

ROBERT SADLER

Composition with brown and grey
signed and dated 'Sadler 61' (lower left),
oil on board
104 x 77.5cm (40 15/16 x 30 1/2in).
with further oil sketch verso

£1,000 - 1,500

€1,100 - 1,700

57

ROBERT SADLER

Composition with white background
oil on board
75 x 102cm (29 1/2 x 40 3/16in).

£1,000 - 1,500
€1,100 - 1,700



57

58

ROBERT SADLER

Composition with grey background
signed and dated 'Sadler/61' (lower right),
oil on board
76 x 102cm (29 15/16 x 40 3/16in).

£1,000 - 1,500
€1,100 - 1,700



58



59

59 AR

MAGGI HAMBLING (BRITISH, BORN 1945)

High Summer Sea

oil on canvas

53 x 40.5cm (20 7/8 x 15 15/16in).

The work was executed in July 2005 according to inscription on original frame

£2,000 - 3,000

€2,200 - 3,300

MODERN BRITISH & IRISH ART





60

60 AR

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

'Poppy, cat and compass'
signed 'Fedden '05' (lower left); further signed
and titled (on hand written label verso),
gouache
28 x 21.5cm (11 x 8 7/16in).

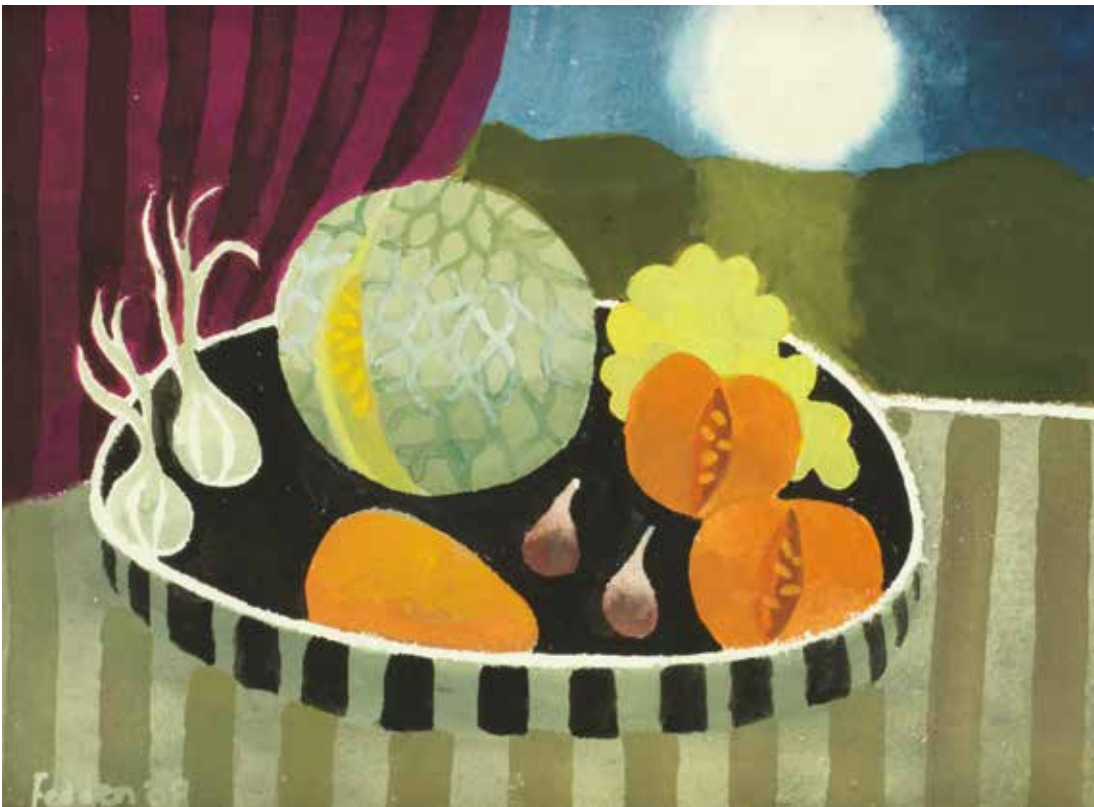
£2,000 - 3,000
€2,200 - 3,300

61 AR

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

'Fruit'
signed and dated 'Fedden '08' (lower left);
further signed and titled (on handwritten label
verso),
watercolour
19 x 25cm (7 1/2 x 9 13/16in).

£2,000 - 3,000
€2,200 - 3,300



61



62

62 AR

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

Striped tabby cat with a vase of flowers
signed and dated 'Fedden 1987' (lower right), oil on canvas
51 x 61cm (20 1/16 x 24in).

£10,000 - 15,000

€11,000 - 17,000



63 AR

FRED YATES (BRITISH, 1922-2008)

Dolly's Cafe
 signed 'FRED YATES' (lower left),
 oil on board
 46 x 38.5cm (18 1/8 x 15 3/16in).
 with an oil sketch of a seascape on board
 verso

£1,500 - 2,000
 €1,700 - 2,200

Provenance

Purchased from the artist by the director Tom Clegg
 Thence by descent
 Acquired by the above by the present owner

64 AR

FRED YATES (BRITISH, 1922-2008)

People in a Cornish coastal town
 signed 'YATES' (lower right),
 oil on board
 61 x 71cm (24 x 27 15/16in).

£2,000 - 3,000
 €2,200 - 3,300

Provenance

Purchased from the artist by the director Tom Clegg
 Thence by descent
 Acquired by the above by the present owner

63



64

65 AR

FRED YATES (BRITISH, 1922-2008)

Queen's Square
signed 'FRED/YATES' (lower right),
oil on board
58 x 40.5cm (22 13/16 x 15 15/16in).

£1,500 - 2,000
€1,700 - 2,200

Provenance

Purchased from the artist by the director Tom Clegg
Thence by descent
Acquired by the above by the present owner

66 AR

FRED YATES (BRITISH, 1922-2008)

Waiting for the train, Looe
signed 'YATES' (lower right),
oil on board
60.5 x 71.5cm (23 13/16 x 28 1/8in).

£2,000 - 3,000
€2,200 - 3,300

Provenance

Purchased from the artist by the director Tom Clegg
Thence by descent
Acquired by the above by the present owner



65



66



67 AR

FRED YATES (BRITISH, 1922-2008)

Mevagissey Museum
signed 'YATES' (lower right),
oil on canvas
61 x 76cm (24 x 29 15/16in).
unframed

£2,000 - 3,000
€2,200 - 3,300

Provenance

Purchased from the artist by the director Tom Clegg
Thence by descent
Acquired by the above by the present owner

68 AR

FRED YATES (BRITISH, 1922-2008)

A crowded beach with ferris wheel
signed 'YATES' (lower right),
oil on board
84 x 124cm (33 1/16 x 48 13/16in). (irregular)
unframed

£2,000 - 3,000
€2,200 - 3,300

Provenance

Purchased from the artist by the director Tom Clegg
Thence by descent
Acquired by the above by the present owner

67



68

69 AR

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

Football match
signed 'Ruskin Spear' (upper right),
oil on board
53.5 x 36.5cm (21 1/16 x 14 3/8in).

£2,000 - 3,000
€2,200 - 3,300

70 AR

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

The Flats
signed and inscribed with title (on frame
verso), oil on board
57 x 108cm (22 7/16 x 42 1/2in).

£4,000 - 6,000
€4,400 - 6,700

The view is thought to be of the flats
overlooking Funnival Gardens, Hammersmith,
prior to the construction of the Great West
Road that now separates the building from
the park.

Exhibited

Paris, Galerie Creuze, *La Peinture Britannique
Contemporaine*, October 1957, no.85



69



70



71

71 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

'Connemara'
signed with initials 'DMc' (lower left); further signed and titled (on board verso), oil on board
26 x 36cm (10 1/4 x 14 3/16in).

£1,200 - 1,800
€1,300 - 2,000

Provenance

With The Fine Art Society, 1966

72 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

'Single boat'
signed with initials 'DMc' (lower right); further signed and titled (on board verso), oil on board
24 x 34cm (9 7/16 x 13 3/8in).

£1,500 - 2,000
€1,700 - 2,200

73 AR

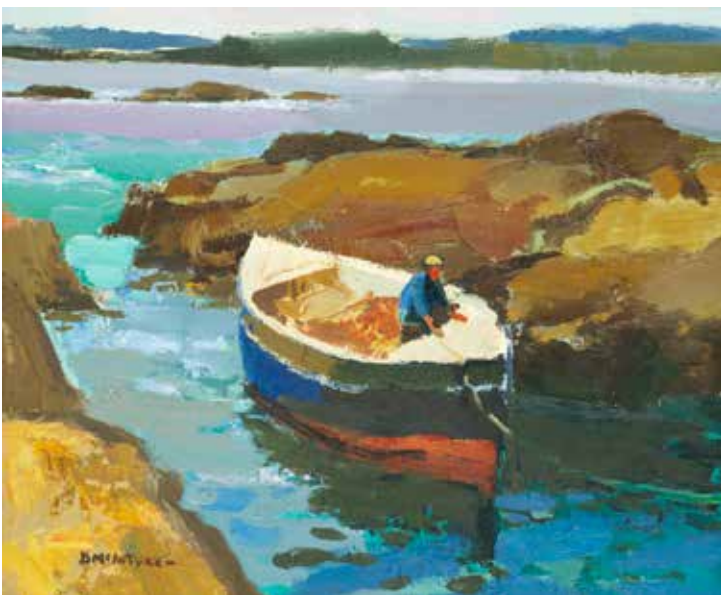
DONALD MCINTYRE (BRITISH, 1923-2009)

'The Narrow Channel'
signed 'D McINTYRE' (lower left) and inscribed with title and further signed on label (verso),
oil on board
50.5 x 60.5cm (19 7/8 x 23 13/16in).

£1,500 - 2,000
€1,700 - 2,200



72



73

74 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

'Haystack and Cottage no 2'
signed with initials 'DMc' (lower right); further
signed and titled (on board verso), oil on
board
16.5 x 19cm (6 1/2 x 7 1/2in).
together with another oil on board by the
same hand entitled 'Snow Waen y Pandy' (2)

£1,200 - 1,800
€1,300 - 2,000

Provenance

With The Phoenix Gallery, Lavenham

75 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

'Ravenglass no 2'
signed 'D McINTYRE' (lower right); further
signed and titled (on label verso),
oil on board
48.5 x 59.5cm (19 1/8 x 23 7/16in).

£2,000 - 3,000
€2,200 - 3,300

Provenance

With The Phoenix Gallery, Lavenham
Private Collection, U.K



74



75



76

76 ^{AR}

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

Sunflowers

signed and dated 'John/BRATBY '79' (lower right),

oil on canvas

127.5 x 94cm (50 3/16 x 37in).

together with a copy of a letter from John Bratby making reference to the painting

£3,000 - 5,000

€3,300 - 5,600

77 ^{AR}

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

Suzerain Sunflowers, 1960

signed 'BRATBY' (upper left),

oil on canvas

122 x 89cm (48 1/16 x 35 1/16in).

£4,000 - 6,000

€4,400 - 6,700

Literature

Peter Davies, *Bratby*, Old Bakehouse Publications, 2002, p.67 (ill.col)



77



78

78 AR

SIMON ALBERT BUSSY (BRITISH, 1869-1954)

Tortoise
signed 'SIMON BUSSY' (lower left),
oil on canvas
56 x 68cm (22 1/16 x 26 3/4in).

£6,000 - 8,000
€6,700 - 8,900

Provenance

Sale, Bonhams, 30 June 1994, lot 50
Bell Fine Art, Winchester where purchased by the present owner



79

79 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Portrait of Victor
signed 'Epstein' (on base of neck),
bronze with a dark brown patina
17.5cm (7in) high (excluding base)
Conceived in 1949

£4,000 - 6,000
€4,400 - 6,700

Literature

R. Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p. 323, pl. 500 (another cast illustrated).
E. Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, no. 414, pl. 35 (another cast illustrated).

80 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Piccaninny
signed 'Epstein' (on back on neck), bronze with light green patina
30cm (11 3/4in) high (including base)
Conceived in 1940

£4,000 - 6,000
€4,400 - 6,700

Literature

R. Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.254, pl.390 (ill.b&w, another cast)

81 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Anne Freud
bronze
30cm (12 in) high (including base)
Conceived in 1950

£3,000 - 5,000
€3,300 - 5,600

Literature

Richard Buckle, *Jacob Epstein: Sculptor*, Faber and Faber, London, 1963, p.337, pl.521-2 (another cast)
Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford 1986, p.206 no.418, (another cast)

82 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Portland Mason
bronze
33cm (13in) high (including base)
Conceived in 1952

£2,000 - 3,000
€2,200 - 3,300

Portland Mason was the daughter of the film actor James Mason

Literature

R.Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.355, no.553 (ill.b&w, another cast)
E.Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.215, no.459 (ill.b&w, another cast)



80



83

83 * AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Second Portrait of Annabel Freud (with curls)
bronze

21cm (8 1/4in) high (excluding base)

Conceived in 1953

£2,000 - 3,000

€2,200 - 3,300

Provenance

Private Collection, U.S.A.

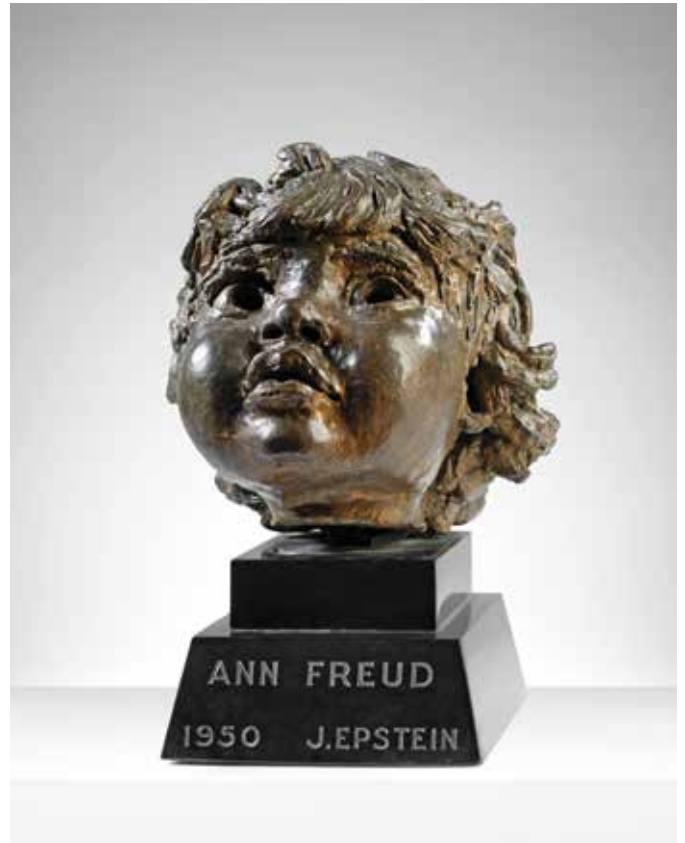
Exhibited

London, Leicester Galleries, *Recent portraits by Jacob Epstein*, May-June 1953, cat.no.6 (another cast)

Literature

R. Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.362, pl.569 (ill.b&w, another cast)

E. Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, pp.215, cat.no.462 (ill.b&w, another cast)



81



82



84

84 AR

**DIANA MAXWELL ARMFIELD RA
(BRITISH, BORN 1920)**

'Dusk in the Piazzetta, Venice'
signed with initials 'DMA' (lower left); titled (on
frame verso), oil on canvas
40 x 34cm (15 3/4 x 13 3/8in).

£1,500 - 1,800
€1,700 - 2,000

Exhibited

Browse and Darby, *Diana Armfield*, 1st
December-23rd December, 1993, no.55

85 AR

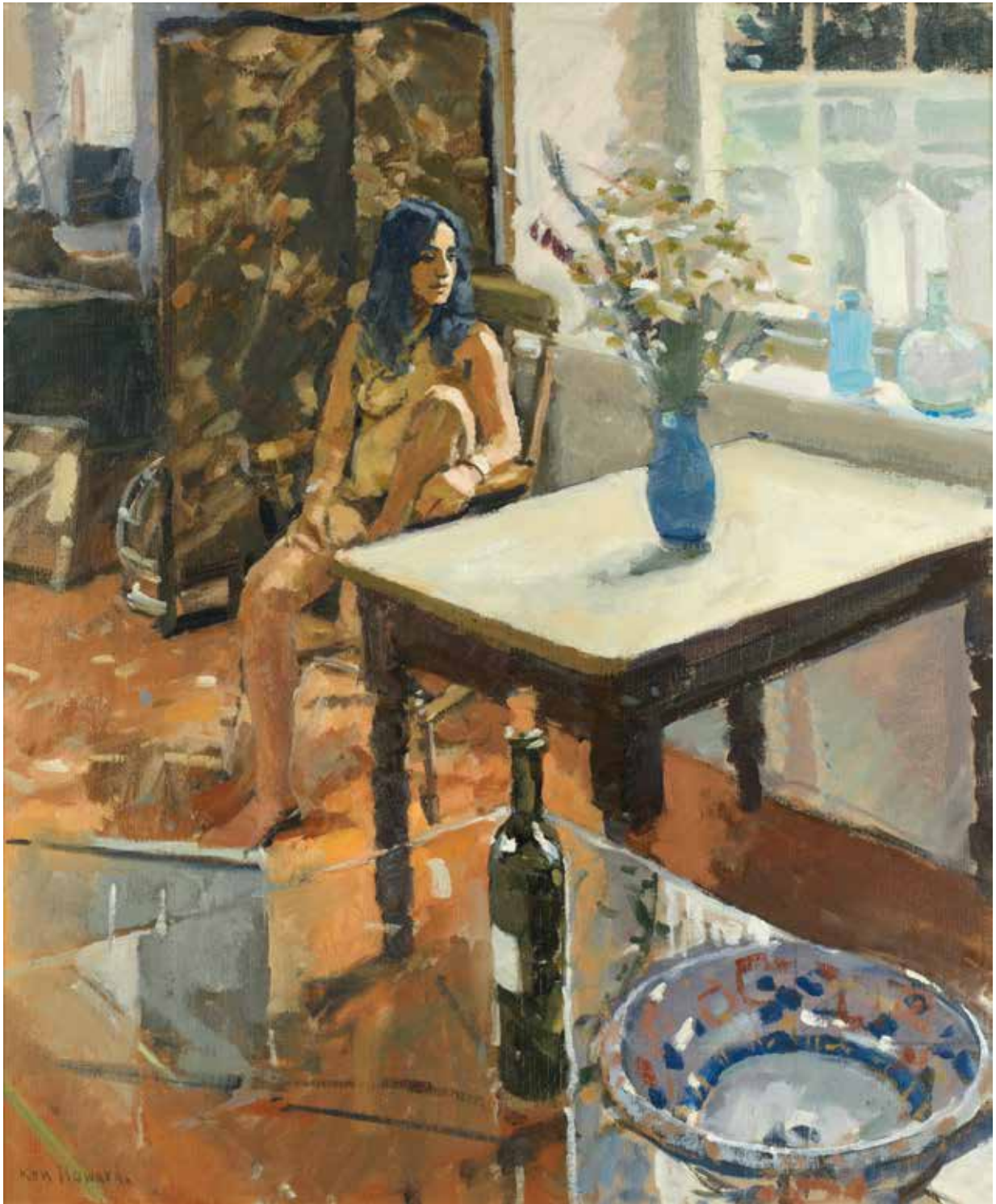
**BERNARD DUNSTAN, R.A. (BRITISH,
BORN 1920)**

'Reading in bed'
signed with initials 'BD' (lower left); further
signed and titled (on handwritten label verso),
oil on board
22.5 x 21.5cm (8 7/8 x 8 7/16in).

£1,000 - 1,500
€1,100 - 1,700



85



86

86 AR

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

Model in an interior with vase of flowers
signed 'Ken Howard' (lower left), oil on canvas
61 x 50.5cm (24 x 19 7/8in).

£4,000 - 6,000
€4,400 - 6,700



87

87 AR

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

Model in the artist's studio
signed 'Ken Howard' (lower right),
oil on canvas
60.5 x 50.5cm (23 13/16 x 19 7/8in).

£2,500 - 3,500

€2,800 - 3,900

88 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Young woman seated
signed with initials 'SEVD' (lower right),
oil on card
26.5 x 31cm (10 7/16 x 12 3/16in).

£1,000 - 1,500

€1,100 - 1,700



88

89 AR

**SHERREE VALENTINE-DAINES (BRITISH,
BORN 1956)**

Young woman undressing
signed with initials 'SEVD' (lower right),
pastel and gouache
53 x 43cm (20 7/8 x 16 15/16in).

£1,200 - 1,800

€1,300 - 2,000

90 AR

**SHERREE VALENTINE-DAINES (BRITISH,
BORN 1956)**

Young girl reading
signed with initials 'SEVD' (lower right),
oil on card
22 x 20cm (8 11/16 x 7 7/8in).

£1,500 - 2,000

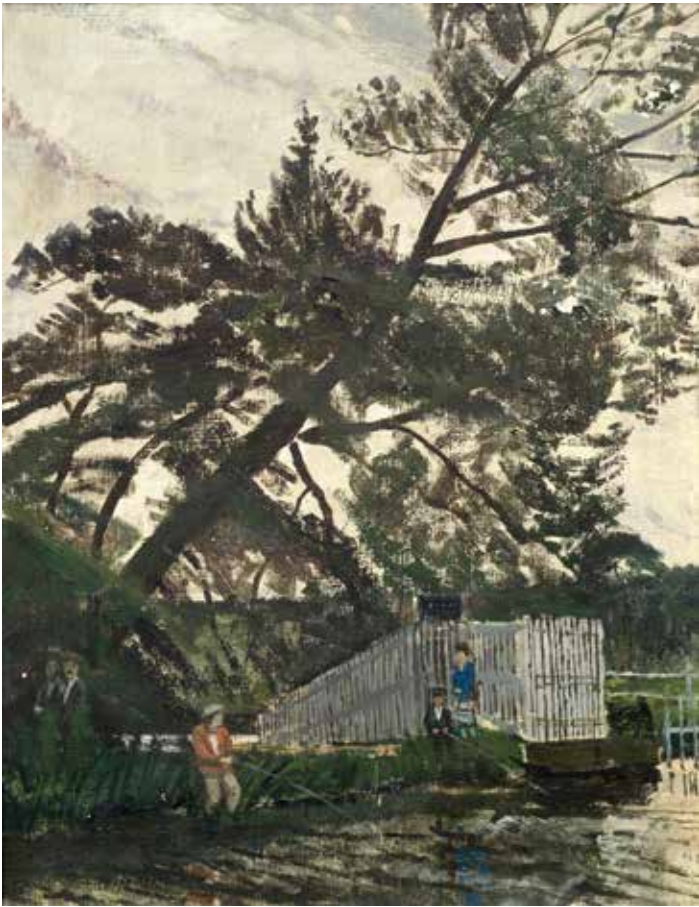
€1,700 - 2,200



89



90



91

91 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).

£1,000 - 1,500
€1,100 - 1,700

Provenance

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

92 AR

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

Evening Mill Hill
oil on board
16.5 x 21.5cm (6 1/2 x 8 7/16in).

£1,000 - 1,500
€1,100 - 1,700

Exhibited

Leicester Galleries, *Artists of Fame and
Promise*, July 1944, no.128



92



93

93 AR

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

Garden Party
bears artist name and title (on label verso),
oil on canvas
64 x 82cm (25 3/16 x 32 5/16in).

£5,000 - 7,000
€5,600 - 7,800

Provenance

Roehampton University, since 1970s
Private Collection, U.K., where purchased in 2004

The present work is thought to depict Cannizaro House (now a hotel) positioned just south of Wimbledon Common. The house was built in the 18th Century and owned by the Grosvenor and Drax families who for most of its history, rented it to a series of wealthy tenants. It became known as a major social centre and was known to host garden parties of a thousand guests or more. Famous visitors included King George III, The Duke of Wellington, Oscar Wilde, Henry James and Max Beerbohm, among others.

It has been suggested that the composition of *Garden Party* may allude to the division between the 'haves' and 'have nots' with a stone balustrade between the smartly dressed guests in top hats and the less fortunate souls who find themselves on the other side.



94



96



95



97

94 AR

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Owl
signed and numbered 'Dashwood 12/12',
bronze with brown patina
14cm (5 1/2in) high

£1,000 - 1,500
€1,100 - 1,700

95 AR

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Magpie
signed and numbered 'Dashwood 12/12',
bronze with green patina
36.5cm (14 1/4in) high

£2,000 - 3,000
€2,200 - 3,300

96 AR

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Greenfinch
signed and numbered 'Dashwood 2/12',
bronze with green patina
10cm (4in) high

£800 - 1,200
€890 - 1,300

97 AR

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Cuckoo
signed and numbered 'Dashwood 4/12',
bronze with blue patina
29.5cm (11 1/2in) high

£2,000 - 3,000
€2,200 - 3,300

98 AR

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Cormorant
signed and numbered 'Dashwood 1/12' (on
base),
bronze with green patina
70cm (27 1/2in) high (including base)

£4,000 - 6,000
€4,400 - 6,700

99 AR

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Heron
signed and numbered 'Dashwood 12/12' (on
base),
bronze with green patina
74cm (29in) high

£3,000 - 5,000
€3,300 - 5,600



98



99



100

100^{AR}

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

Striding Man

signed and dated 'Frink '83' (lower right)

pencil

99.7 x 69.8 cm. (39 1/4 x 27 1/2 in.)

£6,000 - 8,000

€6,700 - 8,900

Provenance

Sale; Christie's, London, 23 October 1996, lot 78 (as *Nude male striding right*)

With Beaux Arts, London, 2003, where acquired by the present owner
Private Collection, U.K.



101

101 AR

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

Lying down horse
signed and dated 'Frink '84' (lower right)
pencil
55.8 x 76.2 cm. (22 x 30 in.)

£6,000 - 8,000

€6,700 - 8,900

Provenance

Acquired by the present owner in the early 1980s at a charity auction
for the Born Free Foundation (donated by the artist)
Private Collection, U.K.



102



104



103

102 AR

DAVID BOMBERG (BRITISH, 1890-1957)

The Labourers

signed 'Bomberg' (lower left),

oil on paper

41.5 x 31cm (16 5/16 x 12 3/16in).

£1,500 - 2,000

€1,700 - 2,200

Provenance

With J.Leger & Son

Gifted by the artist to the grandfather of the present owner

103

DOUGLAS PORTWAY (SOUTH AFRICAN, 1922-1993)

The lovers

signed 'Portway' (lower right),

pen and watercolour

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

together with another work by the same hand (2)

£1,000 - 2,000

€1,100 - 2,200

104 AR

DAVID BOMBERG (BRITISH, 1890-1957)

Mother, child and figures

signed 'Bomberg' (lower left),

oil on paper

41.5 x 31cm (16 5/16 x 12 3/16in).

£1,500 - 2,000

€1,700 - 2,200

Provenance

With J.Leger & Son

Gifted by the artist to the grandfather of the present owner

105 AR

WILLIAM GEAR (BRITISH, 1915-1997)

Standing nude
signed and dated 'Gear/37' (lower right),
watercolour and gouache
45.5 x 28cm (17 15/16 x 11in).

£1,000 - 1,500
€1,100 - 1,700

Provenance

Sale, Sotheby's London, 10 September 2003,
Lot 286

106 * AR

FRANK DOBSON, R.A. (BRITISH, 1888-1963)

Female nude drying herself
artist's estate stamp (verso),
ink, charcoal, crayon and watercolour
37 x 27cm (14 9/16 x 10 5/8in).

£3,000 - 4,000
€3,300 - 4,400

Provenance

Acquired from the artist's estate
Private collection



105



106



107



108

107 AR

BERYL COOK (BRITISH, 1926-2008)

The artist and her husband in a gondola
oil on canvas laid to board
14.5 x 20cm (5 11/16 x 7 7/8in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

A gift from the artist to Barbara Roett, thence
by descent to the present owner

108 AR

BERYL COOK (BRITISH, 1926-2008)

Two dogs (after Stubbs)
signed 'B.Stubbs' (lower right),
oil on canvas
17 x 24.5cm (6 11/16 x 9 5/8in).

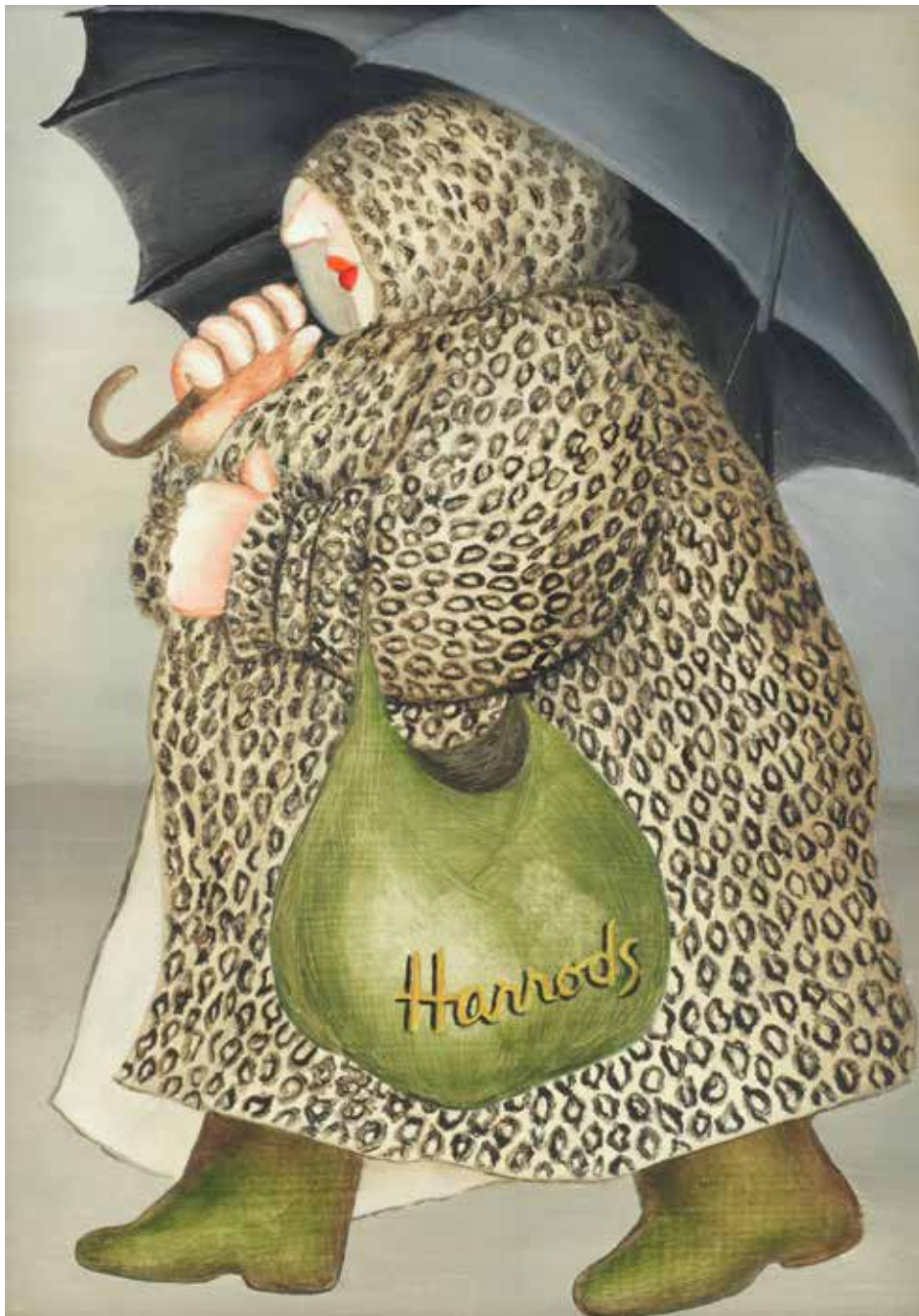
£1,500 - 2,500

€1,700 - 2,800

Note verso reads *Beryl Cook and I saw these little dogs sitting in their basket in an antique shop in Camden Passage in December 1984 and I liked them so much that she painted them for me as a Christmas present. She signed the painting 'B Stubbs' as a joke as we had been to the Stubbs exhibition and she was particularly impressed by his paintings of dogs*

Provenance

A gift from the artist to Barbara Roett, thence
by descent to the present owner



109

109 AR

BERYL COOK (BRITISH, 1926-2008)

Lady with a Harrods bag

oil on board

22.5 x 16cm (8 7/8 x 6 5/16in).

£2,000 - 3,000

€2,200 - 3,300

Provenance

A gift from the artist to Barbara Roett, thence by descent to the present owner



110

110 ^{AR}

REGINALD GAMMON (BRITISH, 1894-1997)

'The last of the crop'
signed 'Gammon' (lower right); titled (on board verso),
oil on board
51 x 61cm (20 1/16 x 24in).

£1,000 - 1,500
€1,100 - 1,700



111

111 ^{AR}

HANS SCHWARZ (BRITISH, 1922-2003)

Bikers in Greenwich Park
oil on board
61.5 x 81.5cm (24 3/16 x 32 1/16in).

£1,000 - 1,500
€1,100 - 1,700

Exhibited
The New Academy Gallery

112 ^{AR}

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

'Les Sables d'Or, Brittany'
signed 'Buhler' (lower right); titled and further signed (on canvas overlap), oil on canvas
51 x 61cm (20 1/16 x 24in).

£1,000 - 1,500
€1,100 - 1,700



112

113 AR

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

Statue and roses with building beyond
signed 'BRATBY' (lower right),
oil on canvas
122 x 90cm (48 1/16 x 35 7/16in).

£2,000 - 3,000

€2,200 - 3,300

114 AR

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

'View of V&A with red in roofs'
signed 'JOHN/BRATBY' (upper right);
inscribed with title and further inscribed
'ABOVE THE VICTORIA & ALBERT No 20' (on
canvas verso), oil on canvas
52 x 63cm (20 1/2 x 24 13/16in).

£2,000 - 3,000

€2,200 - 3,300



113



114



115

115 AR

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

Seated female nude in a studio signed 'Ken Howard' (lower right), oil on canvas

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

£3,000 - 4,000

€3,300 - 4,400

116 AR

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

Dora reclining signed 'Ken Howard' (lower right), oil on canvas

30.5 x 40.5cm (12 x 15 15/16in).

£3,000 - 4,000

€3,300 - 4,400

Provenance

With Manya Igel Fine Arts



116

117 AR

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

Model seated on a bed
signed 'Ken Howard' (lower right), oil on
canvas
40.5 x 30.5cm (15 15/16 x 12in).

£2,500 - 3,500
€2,800 - 3,900

118 AR

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

'Sermoneta, morning'
signed with initials 'BD' (lower left); titled and
dated '10.77' (on board verso), oil on linen
laid to board
30 x 38cm (11 13/16 x 14 15/16in).

£2,000 - 3,000
€2,200 - 3,300



117



118



119

119 AR

PATRICK HENNESSY (IRISH, 1915-1980)

'Bay and seagull'
signed 'Hennessy' (lower right); titled and dated 1974 (on stretcher verso), oil on canvas
87.5 x 63.5cm (34 7/16 x 25in).

£2,000 - 3,000

€2,200 - 3,300

Provenance

The artist, from whom acquired by a close friend.

Thence by descent.

Exhibited

Dublin, David Hendricks Gallery, possibly 1973

120 AR

PATRICK HENNESSY (IRISH, 1915-1980)

Self portrait with Harry Craig
signed 'Hennessy' (lower right), oil on canvas
33 x 40.5cm (13 x 15 15/16in).

£1,200 - 1,800

€1,300 - 2,000

Provenance

The artist, from whom acquired by a close friend.

Thence by descent.



120



121

121 AR

PATRICK HENNESSY (IRISH, 1915-1980)

'The Race'

signed 'Hennessy' (lower left); titled (on stretcher verso), oil on canvas
63.5 x 88cm (25 x 34 5/8in).

£4,000 - 6,000

€4,400 - 6,700

Provenance

The artist, from whom acquired by a close friend.
Thence by descent.

Exhibited

Dublin, David Hendricks Gallery



122

122 AR

PATRICK HENNESSY (IRISH, 1915-1980)

'Still life with bauble'
signed 'Hennessy' (lower left); titled (on
canvas verso), oil on canvas
41 x 52cm (16 1/8 x 20 1/2in).

£1,200 - 1,800
€1,300 - 2,000

Provenance

The artist, from whom acquired by a close
friend.
Thence by descent.

Exhibited

Chicago, Guildhall Galleries

123 AR

PATRICK HENNESSY (IRISH, 1915-1980)

Portrait of two young men
signed 'Hennessy' (lower left), oil on canvas
26 x 38cm (10 1/4 x 14 15/16in).

£800 - 1,200
€890 - 1,300

Provenance

The artist, from whom acquired by a close
friend.
Thence by descent.

124 AR

**HENRY ROBERTSON CRAIG (BRITISH,
1916-1984)**

Figure on a beach
signed 'H. Robertson Craig ' (lower left), oil on
canvas
63.5 x 89cm (25 x 35 1/16in).

£1,000 - 1,500
€1,100 - 1,700

Provenance

Gifted from the artist to the present owner,
who was a close friend and pupil of the artist.



123



124



125



126

125 AR

FRANK MCKELVEY R.H.A., R.U.A. (IRISH, 1895-1974)

'Th Bloody Foreland, County Donegal'
signed 'FRANK MCKELVEY' (lower left); inscribed with title (on canvas overlap),
oil on canvas
38 x 51cm (14 15/16 x 20 1/16in).

£2,000 - 3,000
€2,200 - 3,300

Provenance

Sale, Stable Galleries, Ardee, 3rd July, 1974, Lot 915

126 AR

FRANK MCKELVEY R.H.A., R.U.A. (IRISH, 1895-1974)

River view with cows grazing
signed 'Frank McKelvey' (lower left),
oil on canvas
39 x 51cm (15 3/8 x 20 1/16in).39cm x 51cm.

£2,000 - 3,000
€2,200 - 3,300



127



129



128

127 AR

FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

Cornflowers in a green vase
signed 'Cuming' (lower left), oil on board
36 x 30cm (14 3/16 x 11 13/16in).

£800 - 1,200

€890 - 1,300

128 AR

FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

Single flower in a green vase
signed 'Cuming' (lower left),
oil on board
18 x 25cm (7 1/16 x 9 13/16in).

£1,000 - 1,500

€1,100 - 1,700

129 AR

FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

Figures on a terrace
signed 'Cuming' (lower left), oil on board
30 x 31cm (11 13/16 x 12 3/16in).
together with *Fred Cuming RA - A Figure in the Landscape*, edited by
Christian Tyler, Unicorn Press, London, 2000, signed by Fred Cuming
(2).

£1,200 - 1,800

€1,300 - 2,000

130 AR

LINDA WEIR (BRITISH, BORN 1951)

St Ives harbour
signed and dated 'LW 04' (lower right), oil on
canvas
52.5 x 69cm (20 11/16 x 27 3/16in).

£800 - 1,200
€890 - 1,300

131 AR

LINDA WEIR (BRITISH, BORN 1951)

View from studio window, St Ives
signed with initials and dated 'LW/31.5.12'
(lower right), oil on canvas
40 x 60cm (15 3/4 x 23 5/8in).

£800 - 1,200
€890 - 1,300

132 AR

ADRIAN RYAN (BRITISH, 1920-1998)

'Gareg-Fawr'
signed 'Ryan' (lower right); signed, titled and
dated '53' (on canvas verso),
oil on canvas
51 x 61cm (20 1/16 x 24in).

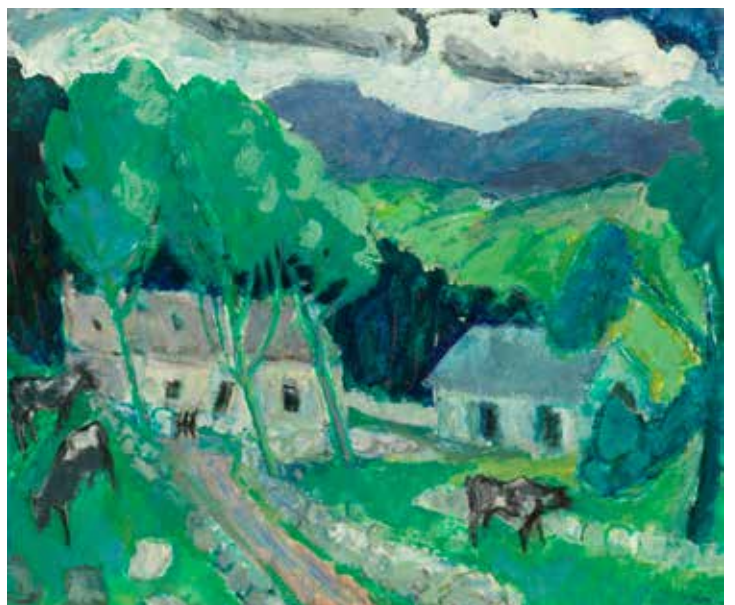
£2,000 - 3,000
€2,200 - 3,300



130



131



132



133

133 AR

JOHN MINTON (BRITISH, 1917-1957)

Jamaican Scene
signed and dated 'John Minton 1952.' (upper left),
pen and ink heightened with white
26 x 17cm (10 1/4 x 6 11/16in).

£1,500 - 2,500
€1,700 - 2,800

PROPERTY OF A NEW ENGLAND FAMILY

134 * AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Peat Stacks, County Kerry
signed 'Keith Vaughan' (lower right),
pen, ink and white chalk
26 x 29cm (10 1/4 x 11 7/16in).

£1,000 - 1,500
€1,100 - 1,700



134



135



136

OTHER PROPERTIES

135 AR

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

Nude reclining on a sofa
 circa 1950,
 oil on paper
 32.5 x 48cm (12 13/16 x 18 7/8in).

£1,200 - 1,800
 €1,300 - 2,000

Exhibited

Austin/Desmond Fine Art, *Terry Frost Works on Paper 25*
 Years: 1947-72, no.15 (illustrated on page 3 of exhibition catalogue)

136 AR

WILLIAM SCOTT R.A. (BRITISH, 1913-1989)

Landscape with fence
 signed 'W SCOTT' (lower right),
 watercolour
 27.5 x 37cm (10 13/16 x 14 9/16in).

£3,000 - 5,000
 €3,300 - 5,600

Provenance

Sale, Christie's London, 21 November, 2002, Lot 134



137



139

137

FRANCIS ERNEST JACKSON (BRITISH, 1872-1945)

A model, Oxford bears artist name, inscription 'Last model Oxford' and date 1945 (verso)

oil on canvas

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

A handwritten label verso states that the work was 'painted on the morning of the accident that led to his death. March 2nd 1945. A model, Oxford'

£1,000 - 1,500

€1,100 - 1,700

138

ALLAN DOUGLAS DAVIDSON (BRITISH, 1873-1932)

Portrait of a man wearing a bandana, circa 1925

signed 'Allan Davidson' (lower left),

oil on board

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

£1,000 - 1,500

€1,100 - 1,700

The painting is possibly a self portrait as the artist has painted himself wearing a similar bandana in a previous work.

139 AR

BERNARD MENINSKY (BRITISH, 1891-1950)

Portrait of a young woman in a white blouse

signed 'Meninsky' (lower right),

oil on canvas

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

£1,000 - 1,500

€1,100 - 1,700



138



140

140 AR

WILLIAM SCOTT R.A. (BRITISH, 1913-1989)

Portrait of a young boy
signed 'W. SCOTT' (lower right)
oil on panel
60.8 x 47.6 cm. (24 x 18 3/4 in.)
Painted 1933-34

£10,000 - 15,000

€11,000 - 17,000

Provenance

The artist, until December 1937, from whom acquired by
Bernard Hailstone
Thence by family descent to the present owner
Private Collection, U.K.

Exhibited

London, Osborne Samuel, *Twentieth Century British Art*, 16 June-9
July 2011 (col.ill.)

Literature

Norbert Lynton, *William Scott*, Thames & Hudson, London, 2004, p.28
Sarah Whitfield (ed.), *William Scott, Catalogue Raisonné of Oil
Paintings, 1913-1951*, Thames & Hudson, London, 2013, p.53, cat.
no.4 (col.ill.)

Please note that there is an unfinished work verso by Bernard
Hailstone.

William Scott enrolled in the Royal Academy School in 1931 and the
present work likely dates to *circa* 1934, the same year he met his
future wife Mary Lucas. During this period Scott was seeking portrait
commissions and the formality of the boy's pose would seem to
suggest that this painting had been commissioned. Even at this very
early stage though there are hints of the direction the artist would go,
in the colourful stripes of the child's waistcoat and tie and the spatial
angularity of the background and armchair.

In 1937 William and Mary married and learned that the cost of living
in Italy and France was cheaper so decided to leave England. Before
departure, Scott left a number of paintings with Bernard Hailstone
for safekeeping, including the present work. Hailstone was a fellow
painter, best known for his Second World War portraits of the armed
forces and civil defence workers. He also painted the last officially
commissioned portrait of Sir Winston Churchill in 1955.



141

PROPERTY OF A NEW ENGLAND FAMILY

141 *

ROBERT POLHILL BEVAN (BRITISH, 1865-1925)

The Marshes, Poland
charcoal and watercolour
25 x 34cm (9 13/16 x 13 3/8in).

£1,000 - 1,500
€1,100 - 1,700

Provenance

With Thomas Agnew & Sons Ltd

142 *

ROBERT POLHILL BEVAN (BRITISH, 1865-1925)

Evening in Culme Valley
studio stamp (lower left under mount),
charcoal and watercolour
25.5 x 35.5cm (10 1/16 x 14in).

£1,500 - 2,000
€1,700 - 2,200

Provenance

With Thomas Agnew & Sons Ltd

OTHER PROPERTIES

143 ^{AR}

CHARLES VINCENT LAMB R.H.A., R.U.A. (IRISH, 1893-1964)

Irish farmhouse
signed 'LAMB' (lower left),
oil on board
27.5 x 36cm (10 13/16 x 14 3/16in).

£800 - 1,200
€890 - 1,300



142



143

144

RODERIC O'CONNOR (IRISH, 1860-1940)

Landscape - the edge of a field
stamped 'atelier O'Connor' (lower right); bears
inscription 'Crane Kalman' (in pencil verso),
watercolour

18 x 24.7cm (7 1/16 x 9 3/4in).

With a letter from Jonathan Benington
confirming the painting is the work of Roderic
O'Connor

£3,000 - 5,000

€3,300 - 5,600

Provenance

Studio sales, Roderic O'Connor and Renee
Honta, Hotel Drouot, Paris, 7 Feb 1956
Frank Constantine probably from Crane
Kalman Gallery, London
Sheffield Auction Gallery, part of a large
quantity of drawings and pastels of varying
subjects attributed to Frank H F Constantine,
22 May 2015



144

145 AR

**MAURICE CANNING WILKS RUA ARHA
(IRISH, 1910-1984)**

'At Gortahork, Co. Donegal'
signed 'MAURICE C. WILKS' (lower left);
inscribed with title (on stretcher verso),
oil on canvas

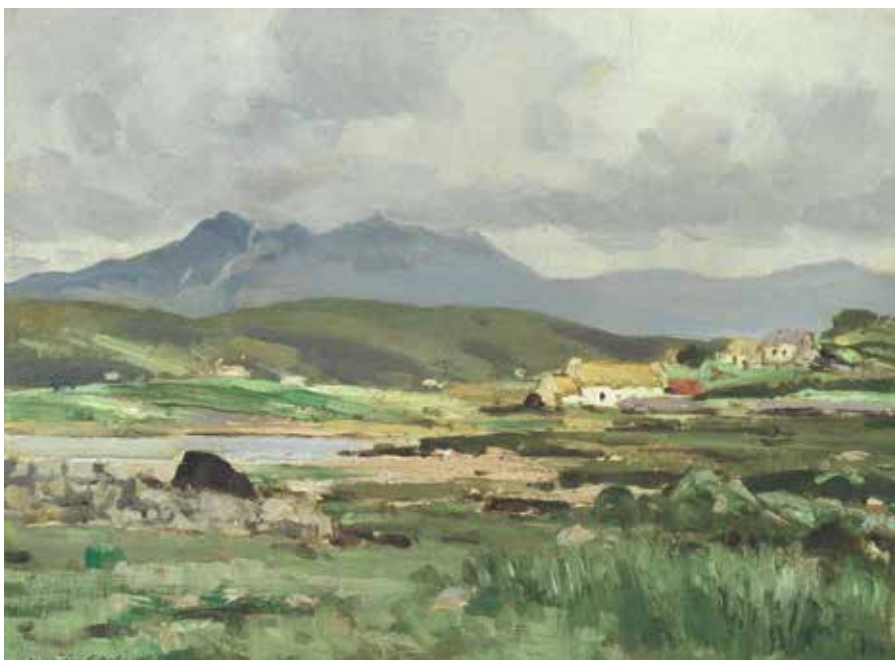
35.5 x 45.5cm (14 x 17 15/16in). 34cm x
45cm.

£1,500 - 2,000

€1,700 - 2,200

Provenance

With John Magee Ltd, Belfast
Sale, Fine Art Sale, Stable Galleries, Ardee,
7th March 1974, lot 717



145



146

146

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

'La Rosace, Dieppe'
signed with initials 'Rd.ST A.R.A.' (lower right)
and titled (lower left),
black and white chalks on buff paper
29.5 x 23cm (11 5/8 x 9 1/16in).

**£2,500 - 3,500
€2,800 - 3,900**

Provenance

With Browse & Darby Ltd
With The 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.

147 AR

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

Chateau de Chambord
signed 'John Piper' (lower right) and inscribed
'Chambord 27.II.64' (lower left),
ink, charcoal and gouache
18 x 54cm (7 1/16 x 21 1/4in).

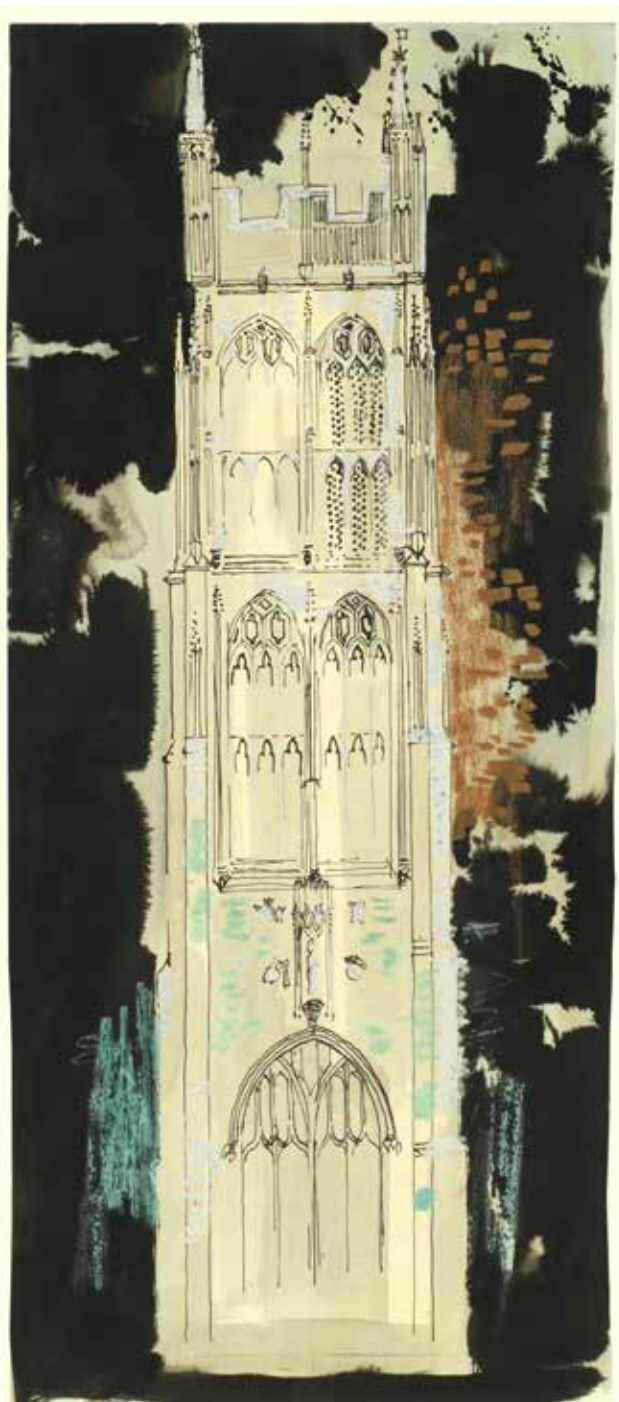
**£3,000 - 5,000
€3,300 - 5,600**

Provenance

With Mercury Gallery
Private Collection, U.K



147



148

148 AR

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

St Mary Magdalene church, Chewton Mendip
mixed media on paper
61 x 27cm (24 x 10 5/8in).

£4,000 - 6,000
€4,400 - 6,700



149

149 AR

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

Possibly Leigh upon Mendip Church
signed 'John Piper' (lower right), mixed media on paper
61 x 27.5cm (24 x 10 13/16in).

£4,000 - 6,000
€4,400 - 6,700



150

150 AR

DAVID SHEPHERD O.B.E. (BRITISH, BORN 1931)

Bull Elephant
signed 'David Shepherd' (lower right),
oil on canvas
51 x 76.5cm (20 1/16 x 30 1/8in).

£20,000 - 30,000

€22,000 - 33,000

Provenance

Private Collection, U.K

151 AR

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

Head of a young woman
signed and dated 'John/1945' (lower right),
red chalk heightened with white
46 x 35cm (18 1/8 x 13 3/4in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

With The Bloomsbury Workshop
Private collection, UK



151

152 AR

**SIR STANLEY SPENCER R.A. (BRITISH,
1891-1959)**

Portrait of Chang Chien-Ying in profile
signed and dated 'Stanley Spencer/1947'
(lower right),
pencil
47.5 x 36cm (18 11/16 x 14 3/16in).

£4,000 - 6,000

€4,400 - 6,700



152



153

153 ^{AR}

DONALD MCINTYRE (BRITISH, 1923-2009)

'Girl at Window'
signed with initials 'D Mc' (lower left); further signed and titled (on frame verso), oil on board
35 x 25cm (13 3/4 x 9 13/16in).

£1,000 - 1,500
€1,100 - 1,700

Provenance

With Thackeray Gallery, London, where purchased by Mr S.J. Shelton, 6 November, 1973.
Gifted to the present owner by Mrs Shelton.

154 ^{AR}

DONALD MCINTYRE (BRITISH, 1923-2009)

'Two girls two huts'
signed 'DMc' (lower right); titled and further signed (on frame verso), oil on canvas board
35 x 35cm (13 3/4 x 13 3/4in).

£1,200 - 1,800
€1,300 - 2,000



154

155 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

'Moonlight - Anglesey'
inscribed with title and signed 'D McIntyre' (on board verso), oil on board
61 x 51cm (24 x 20 1/16in).

£2,000 - 3,000

€2,200 - 3,300

Provenance

With Phoenix Gallery, Lavenham where purchased in 1969

156 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

Village street, Wales
signed with initials 'DMc' (lower right), oil on board
29 x 39cm (11 7/16 x 15 3/8in).

£1,200 - 1,800

€1,300 - 2,000



155



156



157

157 * AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Sixth Portrait of Kathleen
bronze with gold patina
67cm (26 1/2in) high (excluding base)
Conceived in 1941

£5,000 - 7,000

€5,600 - 7,800

Literature

Richard Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.268, pl.406 (ill.b&w, another cast illustrated)
Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.189, cat.no.316 (another cast illustrated)



158

158 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Yehudi Menuhin
signed 'Epstein' (on the back of the neck),
bronze
38cm (15in) high (excluding base)
Conceived in 1943

£10,000 - 15,000

€11,000 - 17,000

Provenance

Private Collection
Sale; Sotheby's, London, 23 April 1969, lot 143
C.J. Sawyer
Neville and Brenda Ebsworth, thence by descent to the present owner

Exhibited

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

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

Literature

Richard Buckle, *Jacob Epstein, Sculptor*, Faber and Faber, London, 1963, p.438, pl.284 (ill.b&w, another cast)
Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.192, cat.no.337 (ill.b&w, another cast)
June Rose, *Demons and Angels, A Life of Jacob Epstein*, Carroll & Graf, New York, 2002, p.232

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

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



159

159 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

1st Portrait of Dolores
bronze with a light green patina
40cm (15 3/4in) high (including base)
Conceived in 1922

£3,000 - 5,000
€3,300 - 5,600

Literature

R. Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.118, no.185 (illus.b&w., another cast)

160 * AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Third Portrait of Meum (mask)
bronze
28cm (11in) high (excluding base)
Conceived in 1918

£2,000 - 3,000
€2,200 - 3,300

Provenance

Private Collection, U.S.A.

Exhibited

London, Leicester Galleries, *Recent Sculpture by Jacob Epstein*, February 1920, cat.no.12 (another cast)
New York, Ferargil Gallery, *Sculpture by Jacob Epstein*, October-November 1927, cat.no.5 (another cast)
Edinburgh, Waverley Market, *Epstein, Edinburgh Festival Society Memorial Exhibition*, 19 August-18 September 1961, cat.no.60 (another cast)

Literature

B. Van Dieren, *Epstein*, John Lane, 1920, pl.XLVIII (ill.b&w, another cast)
H. Wellington, *Jacob Epstein*, Benn, 1925, p.23, pl.12 (ill.b&w, another cast)
A. Haskell, *The Sculptor Speaks, Jacob Epstein to Arnold Haskell Heinemann*, 1931, p.175
J. Epstein, *Let There Be Sculpture*, Michael Joseph, 1940, p.105
R. Black, *The Art of Jacob Epstein*, World Publishing, New York and Cleveland, 1942, cat.no.64, pl.92 (ill.b&w, another cast)
J. Epstein, *Let There Be Sculpture*, Hulton, London, 1955, p.86 (ill.b&w, another cast)
R. Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.94, pl.145 (ill.b&w, another cast)
E.P. and B.A. Schinman, *Jacob Epstein, a Catalogue of the Collection of Edward P. Schinman*, p.68 (ill.b&w, another cast)
E. Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, pp.142-3, cat.no.89 (ill.b&w, another cast)

Buckle notes that 'The Mask of Meum was one of three 'Masks' Epstein modelled between 1916 and 1918. The idea of making masks, that is, faces with no backs to them, was probably inspired by African sculpture' (R. Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.94).



160

161 * AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Third Portrait of Kitty (with short hair)
bronze
49.5cm (19 1/2in) high (excluding base)
Conceived in 1957

£2,000 - 3,000
€2,200 - 3,300

Provenance

Private Collection, U.S.A.

Exhibited

Edinburgh, Waverley Market, *Epstein, Edinburgh Festival Society Memorial Exhibition*, 19 August-18 September 1961, cat.no.221 (ill.b&w, another cast)

Literature

R. Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.398, pl.634-5 (ill.b&w, another cast)

E.P. and B.A. Schinman, *Jacob Epstein, a Catalogue of the Collection of Edward P. Schinman*, p.57 (ill.b&w, another cast)

E. Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, pp.224, cat.no.508 (ill.b&w, another cast)



161

The present lot is the third and final bronze which Epstein modelled on his daughter Kitty Garman, the first wife of Lucien Freud and subject of a number of his major early paintings including the Tate Galleries 'Girl with Kitten' (1947).

162 * AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Nude study of Juanita
bronze
50.8cm (20in) length
Conceived in 1945

£3,000 - 5,000
€3,300 - 5,600

Provenance

Private Collection, U.S.A.

Literature

R. Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.300, pl.461-2 (ill.b&w, another cast)

E. Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, pp.197, cat.no.366 (ill.b&w, another cast)



162



163

163 AR

FRED YATES (BRITISH, 1922-2008)

Figures in a street
signed 'FRED YATES' (lower right),
oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).

£2,000 - 3,000
€2,200 - 3,300



164

164

ROBERT HARDY (BRITISH, BORN 1952)

'Skaters'
signed and dated 'HARDY/2012' (lower right);
further signed, titled and dated (on canvas
verso),
oil on canvas
80 x 100cm (31 1/2 x 39 3/8in).

£2,500 - 3,500
€2,800 - 3,900

165 AR

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

Lady on a beach with a green parasol
signed and dated 'Fedden 1981' (lower left),
gouache
19 x 25cm (7 1/2 x 9 13/16in).

£2,000 - 3,000
€2,200 - 3,300



166 AR

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

'Over to Skye'
signed and dated 'Fedden '00' (lower left);
signed and titled (on handwritten label verso),
gouache
22 x 29.5cm (8 11/16 x 11 5/8in).

£2,000 - 3,000
€2,200 - 3,300

Provenance

With Richard Hagen Fine Paintings

165



166



167



169

167 AR

KIT WILLIAMS (BRITISH, BORN 1946)

Advancing Ripe Harvest
signed and dated 'Kit Williams 1974' (lower right); bears title (on board verso), oil on linen laid to board, framed with arched top
51.5 x 37.5cm (20 1/4 x 14 3/4in).

£800 - 1,200

€890 - 1,300

Provenance

With Portal Gallery

168 AR

KIT WILLIAMS (BRITISH, BORN 1946)

Song of Summer
signed and dated 'Kit Williams/1973' (lower right); bears title (on board verso), oil on linen laid to board, framed with arched top
31 x 31cm (12 3/16 x 12 3/16in).

£800 - 1,200

€890 - 1,300

Provenance

With Portal Gallery



168

169

JESSICA DISMORR (BRITISH, 1885-1939)

Portrait of a farmer with a pipe
oil on board
62 x 46.5cm (24 7/16 x 18 5/16in).

£1,500 - 2,000

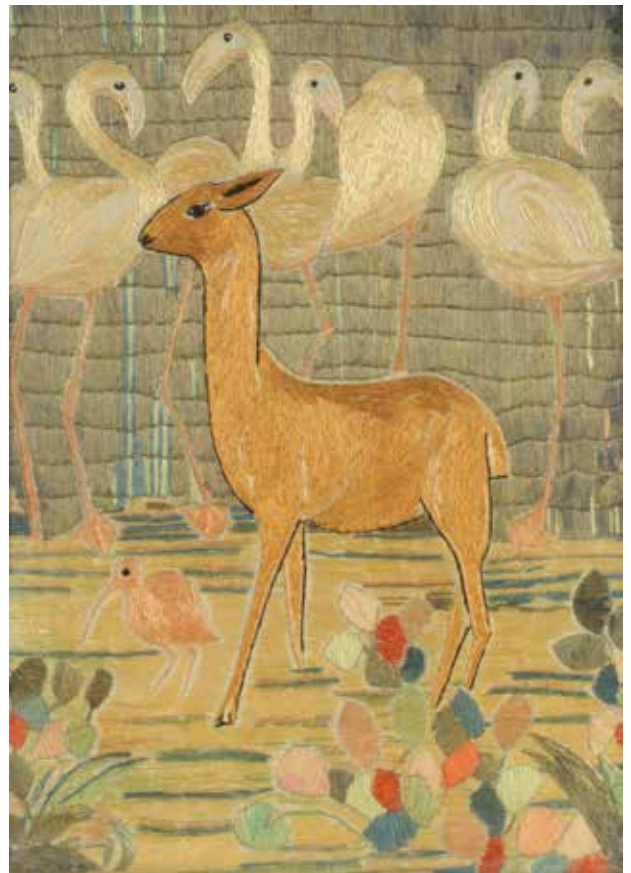
€1,700 - 2,200

Provenance

Sale, Christie's, 3rd July 2003, lot 565



171



170

170 AR

MAY GUINNESS (IRISH, 1863-1955)

Young fawn with pink flamingoes
signed with initials 'MG' (centre right),
embroidered silk panel
35.5 x 25.5cm (14 x 10 1/16in).
together with another embroidered silk panel by the same hand (2)

£1,000 - 1,500
€1,100 - 1,700

Guinness studied in Paris with Kees van Dongen between 1905-1907 and continued travelling to France over the next few years. Described by her family as a 'consummate embroiderer' these early panels by Guinness show the influence of Fauvism on her work and her studies of pattern, form and colour.

171 AR

SIR MAX BEERBOHM (BRITISH, 1872-1956)

Portrait of Sidney Webb, Lord Passfield
signed and dated 'Max 1931' (upper right) and inscribed 'Lord
Passfield' (upper left), pencil and watercolour
31 x 20.5cm (12 3/16 x 8 1/16in).

£1,500 - 2,500
€1,700 - 2,800



170



172

172 AR

DUNCAN GRANT (BRITISH, 1885-1978)

Reclining female nude
signed with initials 'DG' (on base), a hand
painted vase

25.5cm (10in) high
circa 1934/1935

£2,000 - 3,000
€2,200 - 3,300

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

173 AR

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

The flooded valley
signed and dated 'R Eurich/'61' (lower left),
oil on canvas

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

£6,000 - 8,000
€6,700 - 8,900

Exhibited

London, Royal Academy Summer Exhibition,
1962



173

174 AR

DUNCAN GRANT (BRITISH, 1885-1978)

The Cathedral of Notre-Dame, Evreux
signed and dated 'D Grant/46' (lower right),
oil on canvas board
50 x 36cm (19 11/16 x 14 3/16in).

£2,000 - 3,000

€2,200 - 3,300

Provenance

With Thos. Agnew & Sons Ltd

175 AR

DUNCAN GRANT (BRITISH, 1885-1978)

The Barn, Charleston, Firle, Sussex
signed and dated 'D. Grant/59' (lower left);
further signed with initials 'D.G.' (on the
canvas overlap)
oil on canvas
55.8 x 58.2 cm. (22 x 22 7/8 in.)

£6,000 - 8,000

€6,700 - 8,900



174



175



176



177



178

176 AR

FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

Beached boats on the shore
signed 'Cuming' (lower left),
oil on board
20 x 41cm (7 7/8 x 16 1/8in).

£1,500 - 2,000

€1,700 - 2,200

177 AR

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

Harbour wall, Mousehole
signed 'Ken Howard' (lower left),
oil on canvas board
25.5 x 30.5cm (10 1/16 x 12in).

£1,000 - 1,500

€1,100 - 1,700

178 AR

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

Venice with gondolas and St Mark's
Campanile
signed 'Ken Howard' (lower right),
oil on canvas board
25.5 x 30.5cm (10 1/16 x 12in).

£1,000 - 1,500

€1,100 - 1,700



179

179 AR

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

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

£2,500 - 3,500
€2,800 - 3,900



180

180 AR

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

Seated female nude with vase of daffodils
signed 'Ken Howard' (lower right),
oil on canvas
60.5 x 20cm (23 13/16 x 7 7/8in).

£2,000 - 3,000
€2,200 - 3,300



181

181 AR

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

At the bar
signed and indistinctly dated 'Ruskin Spear
'64'(?)(lower right), oil on board
61 x 50cm (24 x 19 11/16in).

£4,000 - 6,000
€4,400 - 6,700

182 AR

PATRICK PROCKTOR RA, RWS (BRITISH, 1936-2003)

Study for Ablutions II
signed and dated 'Patrick Proctor 5/66' (lower
right),
pen, watercolour and gouache
57 x 88cm (22 7/16 x 34 5/8in).

£2,000 - 3,000
€2,200 - 3,300

Provenance

With The Redfern Gallery, 25 July 1966,
where acquired by the family of the present
owner



182

183 AR TP

ANNA KATRINA ZINKEISEN (BRITISH, 1901-1976)

New York street scene
signed 'A ZINKEISEN' (lower right),
oil on canvas
169 x 194cm (66 9/16 x 76 3/8in).

£3,000 - 5,000
€3,300 - 5,600

184 AR

STEPHEN MANGAN (BRITISH, BORN 1964)

Figures in a bar
signed 'MANGAN' (lower right),
oil on canvas
70 x 90cm (27 9/16 x 35 7/16in).

£2,500 - 3,500
€2,800 - 3,900

185 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).

£3,000 - 5,000
€3,300 - 5,600



183



184



185



186

186 AR

ALGERNON CECIL NEWTON R.A. (BRITISH, 1880-1968)

Tree studies

a pair,

oil on canvas board

each 13 x 17.5cm (5 x 6 3/4in)(2)

£2,000 - 3,000

€2,200 - 3,300

Provenance

Private Collection, U.K.



187

187 AR

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

Farmer in a landscape
oil on canvas
121.8 x 121.8 cm. (48 x 48 in.)

£10,000 - 15,000
€11,000 - 17,000

Provenance
Private Collection, U.K.



188

188 AR

**DAME ETHEL WALKER ARA RBA RP DBE
(BRITISH, 1861-1951)**

Flower study
signed 'Ethel Walker' (lower right), oil on
canvas
61.5 x 51.5cm (24 3/16 x 20 1/4in).
with old exhibition label from 1939 (verso)

£1,000 - 1,500
€1,100 - 1,700

189 AR

MERVYN PEAKE (BRITISH, 1911-1968)

Still life with vase of chrysanthemums
signed and dated 'Mervyn Peake 1945' (lower
left),
oil on canvas
76.5 x 63.5cm (30 1/8 x 25in).
together with copies of 4 letters from the artist
relating to the commission of this painting

£1,200 - 1,800
€1,300 - 2,000

Provenance

Purchased direct from the artist by the
previous owner.
Private collection, U.K



189

190 AR

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

'Geraniums'

indistinctly signed 'Dod Procter' (lower right);
further signed and titled (on canvas verso), oil
on canvas

46 x 36cm (18 1/8 x 14 3/16in).

£5,000 - 6,000

€5,600 - 6,700

Provenance

With David Messum, London, 1989

Exhibited

London, Royal Academy, 1955, no.113

191 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).

£2,000 - 3,000

€2,200 - 3,300

Provenance

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



190



191



192

192 AR

PATRICK HAYMAN (BRITISH, 1915-1988)

'King David with a harp'
signed 'Hayman' (lower right); further signed,
titled and dated '1963' (on canvas verso), oil
on canvas
76 x 38cm (29 15/16 x 14 15/16in).

£1,000 - 1,500

€1,100 - 1,700

193

LOUIS WILLIAM WAIN (BRITISH, 1860-1939)

Dancing dogs
signed 'Louis Wain (lower left),
gouache
28.5 x 22.5cm (11 1/4 x 8 7/8in).

£1,500 - 2,000

€1,700 - 2,200



193

194 AR

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

'Snow at Sampford Spiney'
signed and dated 'Ken Howard/76' (lower right); titled (on frame verso), oil on canvas
64 x 76cm (25 3/16 x 29 15/16in).

The work is sold together with a letter from the artist, dated 1976, in which he states that 'Snow at Sampford Spiney' was 'made at the end of January this year when I was snowed up at my studio on Dartmoor. I had been working there for a month in preparation for a show at the New Grafton Gallery, but feeling 'Snow at Sampford Spiney' was rather special I sent it to the R.A'

£2,000 - 3,000

€2,200 - 3,300

Exhibited

London, Royal Academy, 1976

195 * AR

KEITH HOPE SHACKLETON (BRITISH, 1923-2015)

Geese flying over glaciers
signed and dated 'Keith Shackleton 91' (lower right),
oil on board
45.5 x 60.5cm (17 15/16 x 23 13/16in).

£1,500 - 2,000

€1,700 - 2,200

196 AR

GEORGE HAMMOND STEEL (BRITISH, 1900-1960)

Edale, Derbyshire
signed 'HAMMOND STEEL' (lower right),
oil on board
34.5 x 44.5cm (13 9/16 x 17 1/2in).

£2,000 - 3,000

€2,200 - 3,300

Exhibited

London, Leicester Galleries, October 1957,
no.41



194



195



196



197

197 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).

The companion piece to this work was sold by these rooms on 18th November 2014, lot 121

£2,500 - 3,000

€2,800 - 3,300

Provenance

Acquired from the artist by the father of the present owner, October 1961

198 AR

MICHAEL AYRTON (BRITISH, 1921-1975)

'Perplexed head' dated and signed '9-8-63/Michael Ayrton' (upper left); titled and further dated (on board verso), watercolour and collage on board *51.5 x 49cm (20 1/4 x 19 5/16in).*

£1,500 - 2,000

€1,700 - 2,200

Provenance

With Grosvenor Gallery where purchased in 1963



198

199 AR

MICHAEL AYRTON (BRITISH, 1921-1975)

Maze Maker III, 1964/5
numbered 7/9 (on base) bronze
26cm (10 1/4in) high (including base)

£3,000 - 5,000
€3,300 - 5,600

Provenance

With Bruton Gallery where purchased in 1977

200 AR

SOPHIE RYDER (BRITISH, BORN 1963)

Minotaur in a mirror
unique, 2008
plaster and glass
54.5 x 48cm (21 7/16 x 18 7/8in).

£2,000 - 3,000
€2,200 - 3,300

Provenance

Donated by the artist to support Shape
Arts, celebrating 40 years of breaking down
barriers and improving access into the arts for
disabled people



199



200



201

201 ^{AR}

JOHN CHRISTOFOROU (GREEK, 1921-2014)

'Homme aux Sirenes'
signed 'Christoforou', titled and dated '1975'
(on stretcher verso),
acrylic on canvas
75 x 75cm (29 1/2 x 29 1/2in).

£1,000 - 1,500

€1,100 - 1,700



202

202 ^{AR}

MICHAEL AYRTON (BRITISH, 1921-1975)

'The plain of Messara (central Crete)'
inscribed 'Messara - central Crete/Threshing
floor' and dated '16.4.61' (lower left), ink and
wash
37 x 55.5cm (14 9/16 x 21 7/8in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

With Grosvenor Gallery

203 ^{AR}

JOHN BANTING (BRITISH, 1902-1972)

Surrealist composition
signed and dated 'John Banting/1928' (lower
left),
pencil and watercolour
25 x 38.5cm (9 13/16 x 15 3/16in).

£1,500 - 2,500

€1,700 - 2,800

Provenance

A gift from the artist to Barbara Roett, thence
by descent to the present owner



203

204 AR

JOHN WELLS (BRITISH, 1907-2000)

Bird flight
signed and dated 'John Wells.1960.' (lower
right), mixed media
21 x 16.5cm (8 1/4 x 6 1/2in).

£1,500 - 2,000
€1,700 - 2,200

Provenance

With The Waddington Galleries

205 * AR

**DONALD HAMILTON FRASER RA
(BRITISH, 1929-2009)**

Vertical composition in black, yellow and red
signed with initials 'D.H.F' (lower centre),
oil on paper
46 x 26.5cm (18 1/8 x 10 7/16in).

£2,000 - 3,000
€2,200 - 3,300

Exhibited

London, Gimpel Fils Gallery, August 1953,
no.21



204



205



206

206

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Gypsy girl
signed and dated 'Christopher Wood/25'
(lower right) and inscribed with title (lower
centre), pencil
37 x 26cm (14 9/16 x 10 1/4in).

£800 - 1,200

€890 - 1,300

Provenance

With Duncan R. Miller Fine Arts

207

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Inner Harbour, Dieppe
pencil
32 x 40.5cm (12 5/8 x 15 15/16in).

£2,500 - 3,000

€2,800 - 3,300

Provenance

Sale, Christie's London, 27 March 1997, lot
105

Sale, Sotheby's London, 21 November 2001,
lot 75

Literature

E. Newton, *Christopher Wood*, London, 1938,
no.802



207

208 AR

PAUL FEILER (BRITISH, 1918-2013)

'Porthcad Jack sketch'
signed 'FEILER 63' (lower right), pastel and
charcoal
31 x 28cm (12 3/16 x 11in).

£3,000 - 5,000
€3,300 - 5,600

209 AR

ROGER HILTON (BRITISH, 1911-1975)

Untitled
signed and dated 'HILTON/'69' (verso)
oil and charcoal on canvas
30.5 x 55.8 cm. (12 x 22 in.)

£7,000 - 10,000
€7,800 - 11,000

Provenance

The artist, from whom gifted to the present
owner
Private Collection, U.K.



208



209



210

210 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Abstract with figures
signed, further signed with initials and dated 'Keith Vaughan 24 Aug/59
K.V.' (lower left),
pastel
46.8 x 35.6 cm. (18 3/8 x 14 in.)

Provenance

With Garry Anderson Gallery, Sydney, 14 March 1987, where acquired
by the family of the present owner
Private Collection, U.K.

£6,000 - 8,000
€6,700 - 8,900



211

211 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Heath Assembly, c.1973
studio stamp (lower right),
gouache
50 x 39.5cm (19 11/16 x 15 9/16in).

£5,000 - 7,000
€5,600 - 7,800

Provenance

John McGuinness; Prof. John Ball
Private Collection, U.K

Exhibited

Osborne Samuel, *Keith Vaughan Centenary Tribute*, 8 November - 1
December 2012
Brighton Museum & Art Gallery, *Keith Vaughan. A Volatile Medium*, 10
June - 9 November 2014



212



214

212 AR

FRANK AVRAY WILSON (BRITISH, 1914-2009)

Untitled - pink and blue
oil on board
120 x 80cm (47 1/4 x 31 1/2in).
unframed

£1,500 - 2,000

€1,700 - 2,200

Provenance

The artist and thence by descent

213 AR

FRANK AVRAY WILSON (BRITISH, 1914-2009)

Untitled - blue and green
oil on board
120 x 80cm (47 1/4 x 31 1/2in).
unframed

£1,500 - 2,000

€1,700 - 2,200

Provenance

The artist and thence by descent

214 AR

TONY O'MALLEY (BRITISH, 1913-2002)

'Bahamas Collage'
signed and dated 'OM 1/86' (lower left) and inscribed with title
(lower centre), watercolour and acrylic on textured paper
55 x 36cm (21 5/8 x 14 3/16in).

£800 - 1,200

€890 - 1,300



213

215 AR

TONY O'MALLEY (BRITISH, 1913-2002)

Abstract - yellow, blue and orange
signed with initials 'OM' (lower left) and dated
'Dec 86' (lower right), watercolour and crayon
on textured paper
35 x 55cm (13 3/4 x 21 5/8in).

£800 - 1,200

€890 - 1,300

216 AR

JACK SMITH (BRITISH, 1928-2011)

'Patches of light over bottles'
signed and dated 'JACK SMITH 58' and titled
(on canvas verso),
oil on canvas
92 x 101cm (36 1/4 x 39 3/4in).

£1,500 - 2,000

€1,700 - 2,200

217

JAMES BOSWELL (NEW ZEALAND, 1906-1971)

'Calm Day 4'
signed and dated 'Boswell 59' (lower right);
further signed and inscribed with title and
artist's address (on board verso),
oil on board
46.5 x 62.5cm (18 5/16 x 24 5/8in).

£1,000 - 1,500

€1,100 - 1,700



215



216



217



218

218 ^{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) high

£3,000 - 5,000
€3,300 - 5,600

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.

219 ^{AR}

WILHELMINA BARNS-GRAHAM (BRITISH, 1912-2004)

Untitled
signed 'W Barns Graham April 1991' (lower right),
watercolour and bodycolour
56 x 74cm (22 1/16 x 29 1/8in).

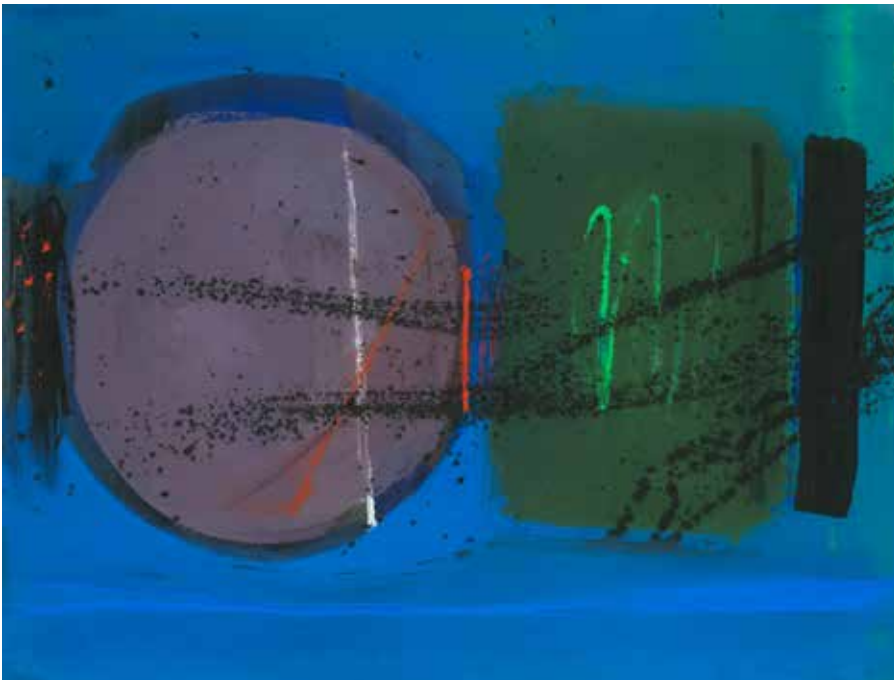
£2,500 - 3,500
€2,800 - 3,900

Provenance

With William Jackson Gallery

Exhibited

William Jackson Gallery, London, *Wilhelmina Barns-Graham at 80*, 1992-93 touring to Lillie Art Gallery, Milngavie; Abbot Hall Art Gallery, Kendal; Royal Albert Memorial Museum, Exeter; Dundee Art Galleries and Museum, Dundee; Wakefield Art Gallery, Wakefield



219

220 AR

PAUL MOUNT (BRITISH, 1922-2009)

Two dancers
signed 'Paul Mount' and numbered '7/7' (on
base), steel
32cm (12 1/2 in) high (including base)

£3,000 - 5,000
€3,300 - 5,600

221 AR

JOHN TUNNARD A.R.A. (BRITISH, 1900-1971)

'Construction'
signed and dated 'John Tunnard/1967' (lower
left); further signed, dated and titled (on
handwritten label verso),
ink, watercolour and gouache
18.5 x 26.5cm (7 5/16 x 10 7/16in).

£4,000 - 6,000
€4,400 - 6,700



220



221



222

222 AR

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

Semi-circles on yellow
signed and dated 'Terry Frost 90' (lower right),
ink, watercolour and bodycolour
75 x 64cm (29 1/2 x 25 3/16in).

£2,500 - 3,500
€2,800 - 3,900

223 AR

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

'3 Spires'
signed and dated 'Terry Frost 99' (lower right);
further signed and titled (on board verso),
charcoal and canvas collage
31 x 42cm (12 3/16 x 16 9/16in).

£3,000 - 5,000
€3,300 - 5,600



223

224 AR TP

SANDRA BLOW R.A. (BRITISH, 1925-2006)

Untitled
signed and dated 'Blow 92' (on canvas
overlap),
acrylic on paper laid to canvas
122 x 122cm (48 1/16 x 48 1/16in).

£5,000 - 8,000
€5,600 - 8,900

Provenance

Acquired directly from the artist by the present
owner

225 AR

ALBERT IRVIN RA (BRITISH, 1922-2015)

'Stepney Green Series No 4'
signed and dated 'Irvin 72' (lower right); titled
(on frame verso),
watercolour
58 x 80cm (22 13/16 x 31 1/2in).

£1,200 - 1,800
€1,300 - 2,000

Provenance

Bertrand Russell Peace Foundation

Exhibited

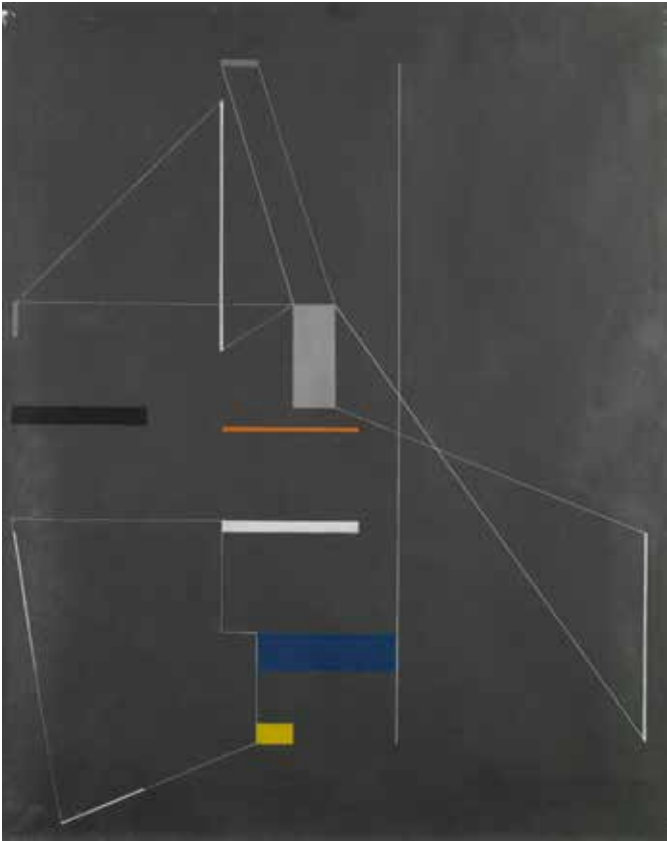
London, *Bertrand Russell Centenary
International Art Exhibition and Sale*,
December 1972-January 1973



224



225



226

226 AR

MICHAEL CANNEY (BRITISH, 1923-1999)

Untitled (Parallel Composition)

circa 1980,

oil on canvas

62.5 x 50cm (24 5/8 x 19 11/16in).

with a certificate of authenticity from the artist's estate (verso)

£3,000 - 5,000

€3,300 - 5,600

227 AR

MICHAEL CANNEY (BRITISH, 1923-1999)

Untitled (Composition with orange circle)

circa 1980,

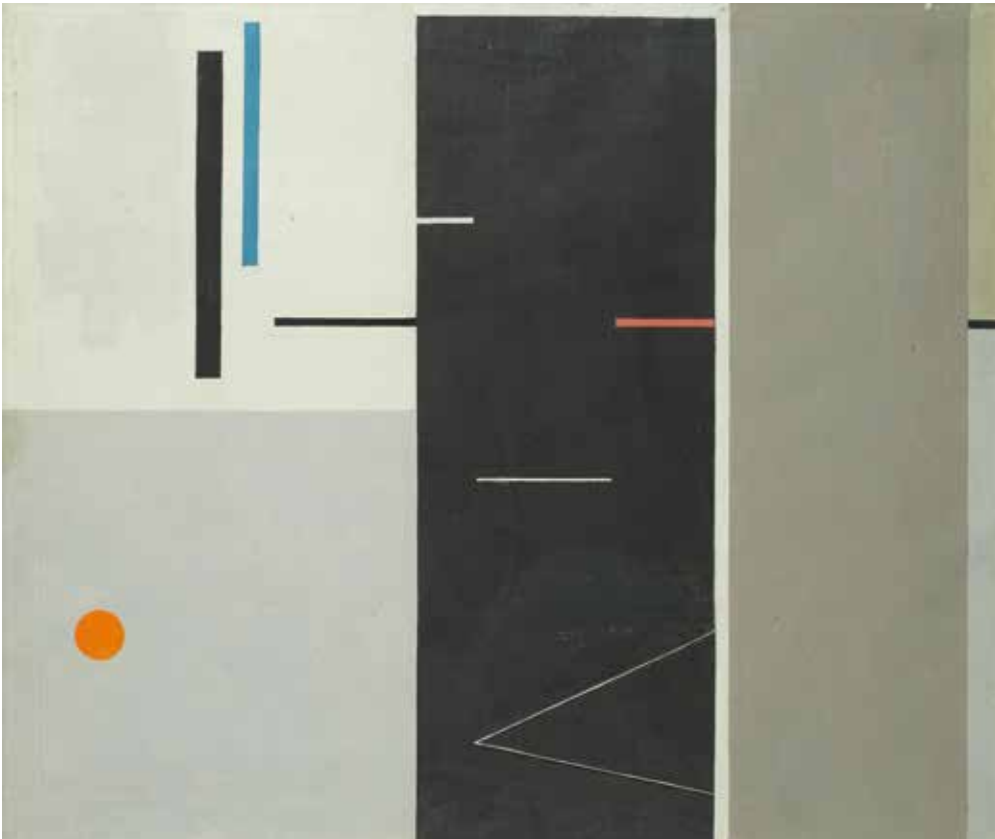
oil on canvas

55 x 65cm (21 5/8 x 25 9/16in).

with a certificate of authenticity from the artist's estate (verso)

£3,000 - 5,000

€3,300 - 5,600



227



228

228

SOL LEWITT (AMERICAN, 1928-2007)

Irregular bands of colour superimposed
signed and dated 'SolLeWitt 93' (lower right),

gouache

28 x 20cm (11 x 7 7/8in).

unframed

together with a catalogue from *Sol LeWitt Drawings 1958-1992*

Exhibition, 1993

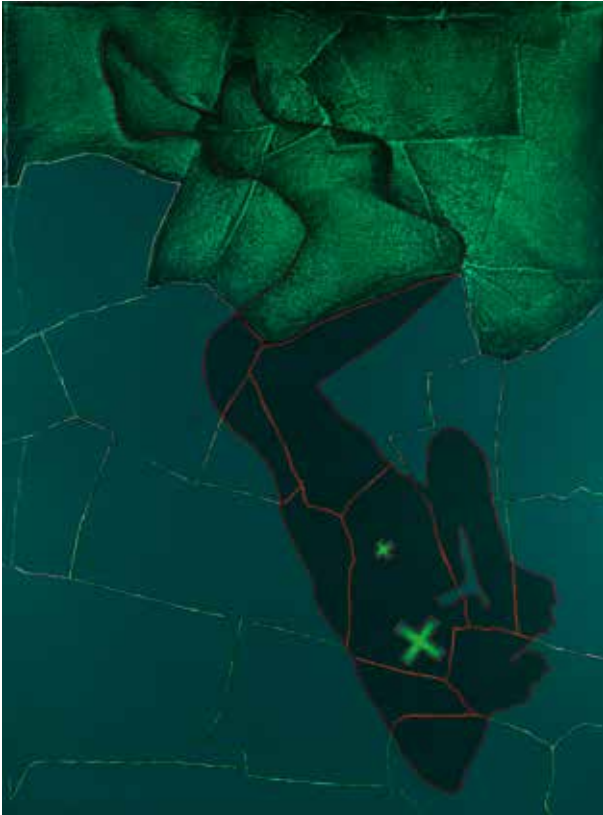
£3,000 - 5,000

€3,300 - 5,600

Provenance

Robert Hopper and thence by descent

Robert Hopper was appointed founding Director of the Henry Moore Sculpture Trust in 1988 based in Leeds City Art Gallery. In 1993 the Henry Moore Institute in Leeds was opened next door to the Art Gallery. Robert Hopper exhibited artists of International repute including Sol LeWitt from August 10th to October 17 1993 at the Institute. It is likely that Sol LeWitt gave this small gouache to Hopper at this time.



229

229 AR TP

DERRICK GREAVES (BRITISH, BORN 1927)

'Incident in the Garden'
signed 'Derrick Greaves', titled and dated 1986/91' (on canvas verso),
acrylic collage and mixed media on canvas
161.5 x 120.5cm (63 9/16 x 47 7/16in).

£3,000 - 5,000
€3,300 - 5,600

Provenance

With James Hyman Gallery

230 AR TP

DERRICK GREAVES (BRITISH, BORN 1927)

'Demanding and Reluctant Love'
signed, titled and dated 'Derrick Greaves/
Demanding and Reluctant Love 1994/98' and
further inscribed '(from an original drawing
made in 1954)' (on canvas verso),
acrylic on canvas
147.5 x 104cm (58 1/16 x 40 15/16in).

£3,000 - 5,000
€3,300 - 5,600

Provenance

With James Hyman Gallery

Exhibited

London, Royal Academy, *Summer Exhibition*,
1998



230

231 AR TP

DERRICK GREAVES (BRITISH, BORN 1927)

'Little Pedagogue'
signed, titled and dated 'derrick greaves/
The Little Pedagogue (self portrait as a
teacher)/1985' (on board verso),
acrylic and collage on canvas
142 x 142cm (55 7/8 x 55 7/8in).

£3,000 - 5,000
€3,300 - 5,600

232 AR

PETER KINLEY (BRITISH, 1926-1988)

Five trees (lemon yellow), 1970
oil on canvas
75 x 101.5cm (29 1/2 x 39 15/16in).

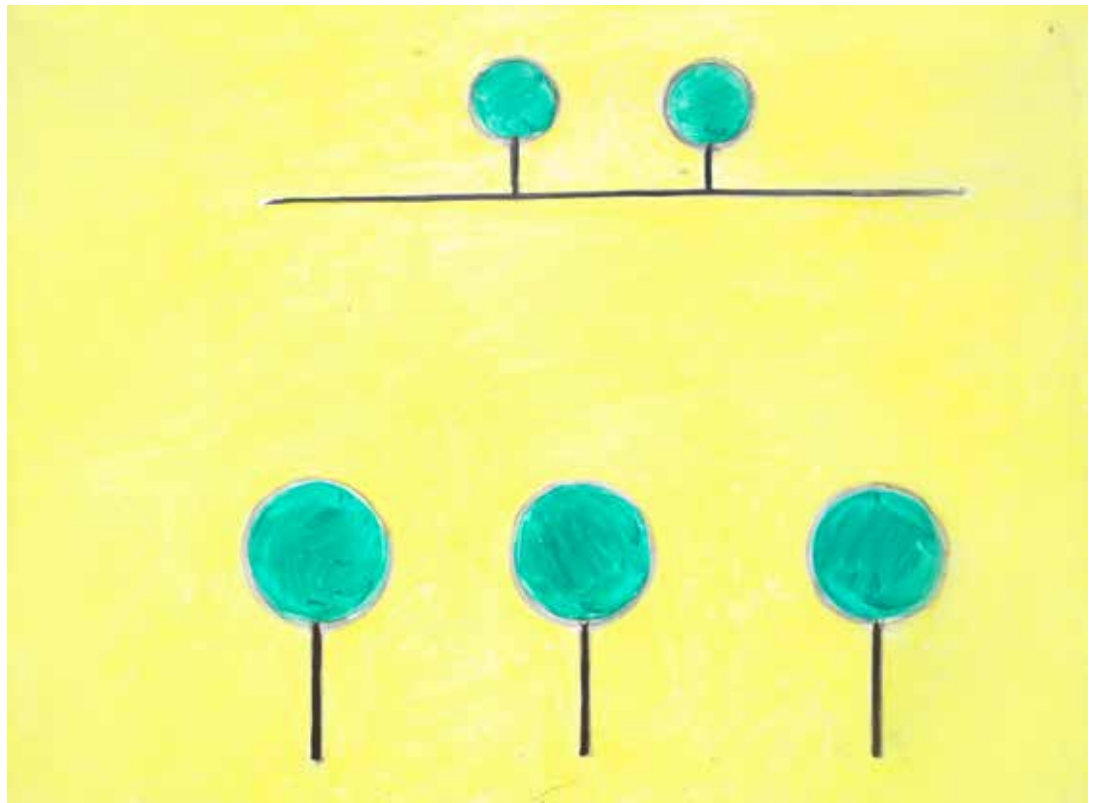
£3,000 - 5,000
€3,300 - 5,600

Provenance

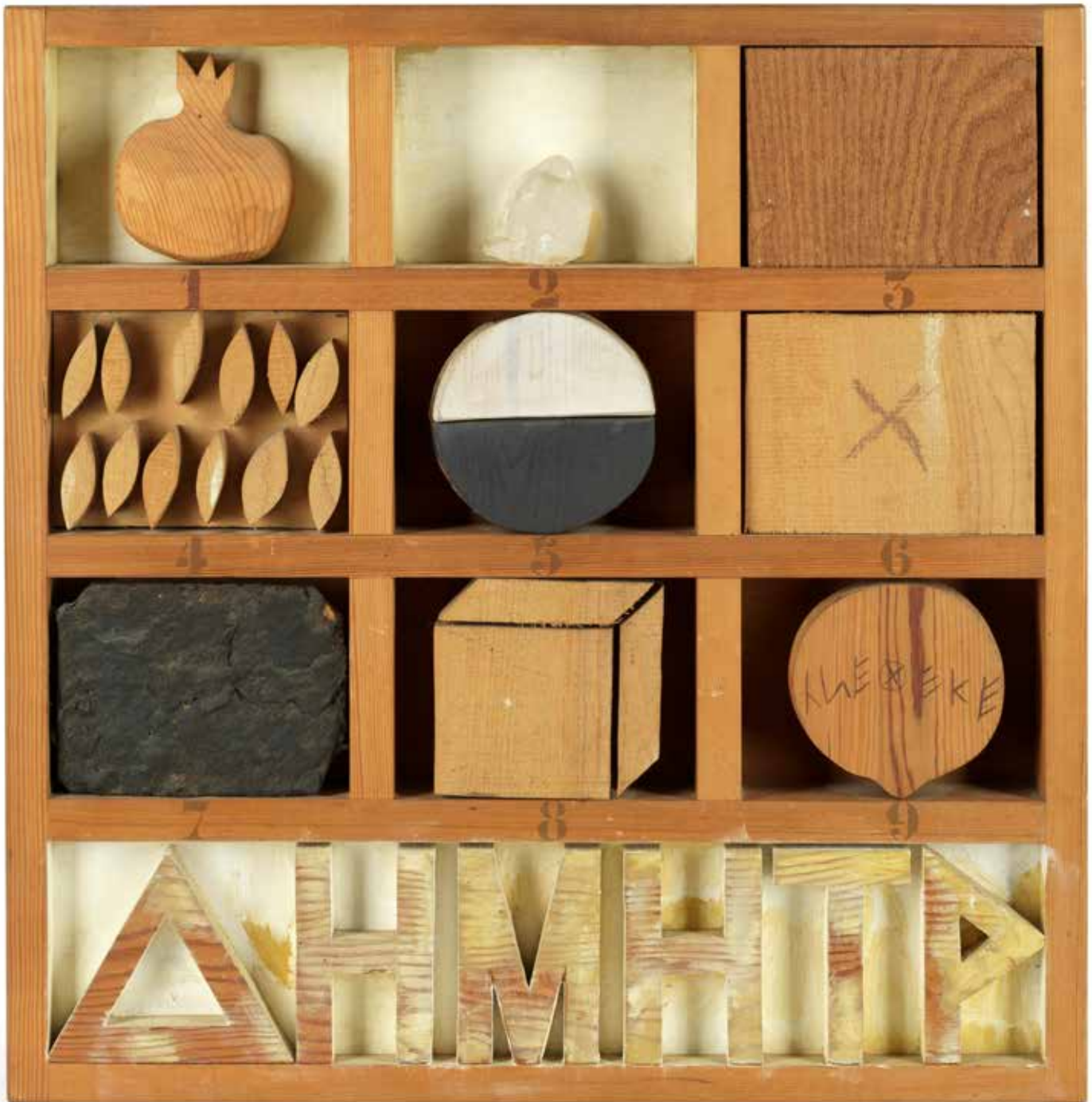
With Arthur Tooth & Sons Ltd



231



232



233

233 * AR

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

Demeter Box, A.
 signed, titled and dated "DEMETER BOX, A./Tilson 1982" (verso)
 quartz crystal, painted wood and wood relief
 56.5 x 54.6 x 6.7 cm. (22 1/4 x 21 1/2 x 2 5/8 in.)

£5,000 - 7,000

€5,600 - 7,800

Provenance

Private Collection, South Africa



234

234 AR

ALLEN JONES RA (BRITISH, BORN 1937)

Abstract portrait of Judy Brownlee
circa 1959
oil on hardboard
92 x 92cm (36 1/4 x 36 1/4in).

£8,000 - 12,000
€8,900 - 13,000

Provenance

Gifted from the artist to the present owner

The painting dates to a time when the artist was living in Ealing and studying at Hornsey College of Art in North London and portrays his then girlfriend, another student at the college.



235

235 AR TP

MICHAEL TYZACK (BRITISH, 1933-2007)

Forty eight by forty eight
signed, titled and dated 'Feb 1962' (on
handwritten label verso),
acrylic on hardboard
122 x 122cm (48 1/16 x 48 1/16in).

£800 - 1,200

€890 - 1,300

Exhibited

London, Portland Gallery, May-June 2009,
no.2



236

236 AR TP

JACK SMITH (BRITISH, 1928-2011)

'Shimmer 3'
signed, titled and dated 'Jack Smith/Shimmer
3/1962' (on canvas verso),
oil on canvas
123 x 123cm (48 7/16 x 48 7/16in).

£3,000 - 5,000

€3,300 - 5,600



237

237 AR

DAMIEN HIRST (BRITISH, BORN 1965)

Beautiful exploding blueberry sundae spin painting
2012, inscribed 'For Paul' (lower left) and signed 'Damien Hirst' (lower
right),
acrylic on paper
51cm (20in) diameter

£4,000 - 6,000
€4,400 - 6,700

This lot has been authenticated by the *Hirst Authentication Committee*,
London.



238

238 ART P

ALBERT IRVIN RA (BRITISH, 1922-2015)

Golden
signed and dated 'Irvin '97' (on the stretcher),
acrylic on canvas
182.8 x 153.6 cm. (72 x 60 1/2 in.)

£7,000 - 10,000

€7,800 - 11,000

Provenance

With Gimpel Fils, London
Private Collection, U.K.



239

239 AR TP

ALBERT IRVIN RA (BRITISH, 1922-2015)

Champion
signed and dated 'Irvin '04' (on the canvas overlap),
acrylic on canvas
182.8 x 152.4 cm. (72 x 60 in.)

£7,000 - 10,000
€7,800 - 11,000

Provenance

With Gimpel Fils, London
Private Collection, U.K.

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**MODERN BRITISH
AND IRISH ART**

Wednesday 23 November 2016
New Bond Street, London

ENQUIRIES

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

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

Still-Life No. 3
oil on canvas
45.8 x 35.6 cm. (18 x 14 in.)
Painted in 1973
£20,000 - 30,000



Bonhams

LONDON

bonhams.com/modernbritish

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 £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ 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 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;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	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> .	11	All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	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.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

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