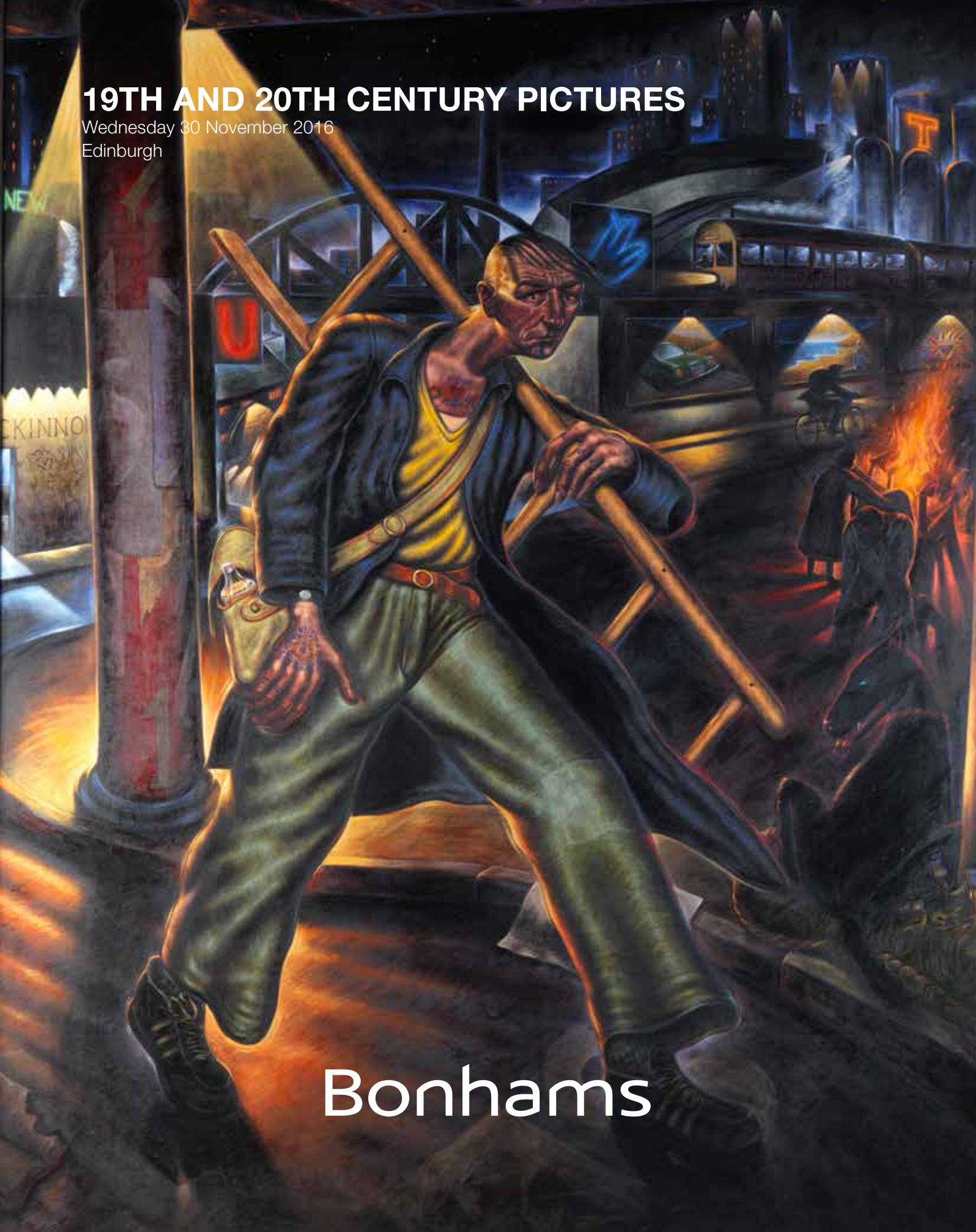


19TH AND 20TH CENTURY PICTURES

Wednesday 30 November 2016

Edinburgh



Bonhams



19TH AND 20TH CENTURY PICTURES

Wednesday 30 November 2016 at 2pm
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ILLUSTRATIONS

Front cover: Lot 55 (detail)
Back cover: Lot 42 (detail)
Inside front cover: Lot 8 (detail)
Inside back cover: Lot 3 (detail)

IMPORTANT INFORMATION

**The United States
Government has banned the
import of ivory into the USA.
Lots containing ivory are
indicated by the symbol Φ
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1



2

1

GEORGE SHERWOOD HUNTER, RBA (1850-1919)

Fisherfolk Returning, Aberdeen
 signed and dated 'G.S. Hunter 1886' (lower right)
 oil on canvas
 37 x 75 cm. (14 9/16 x 29 1/2 in.)

£800 - 1,200
 €890 - 1,300
 US\$970 - 1,500

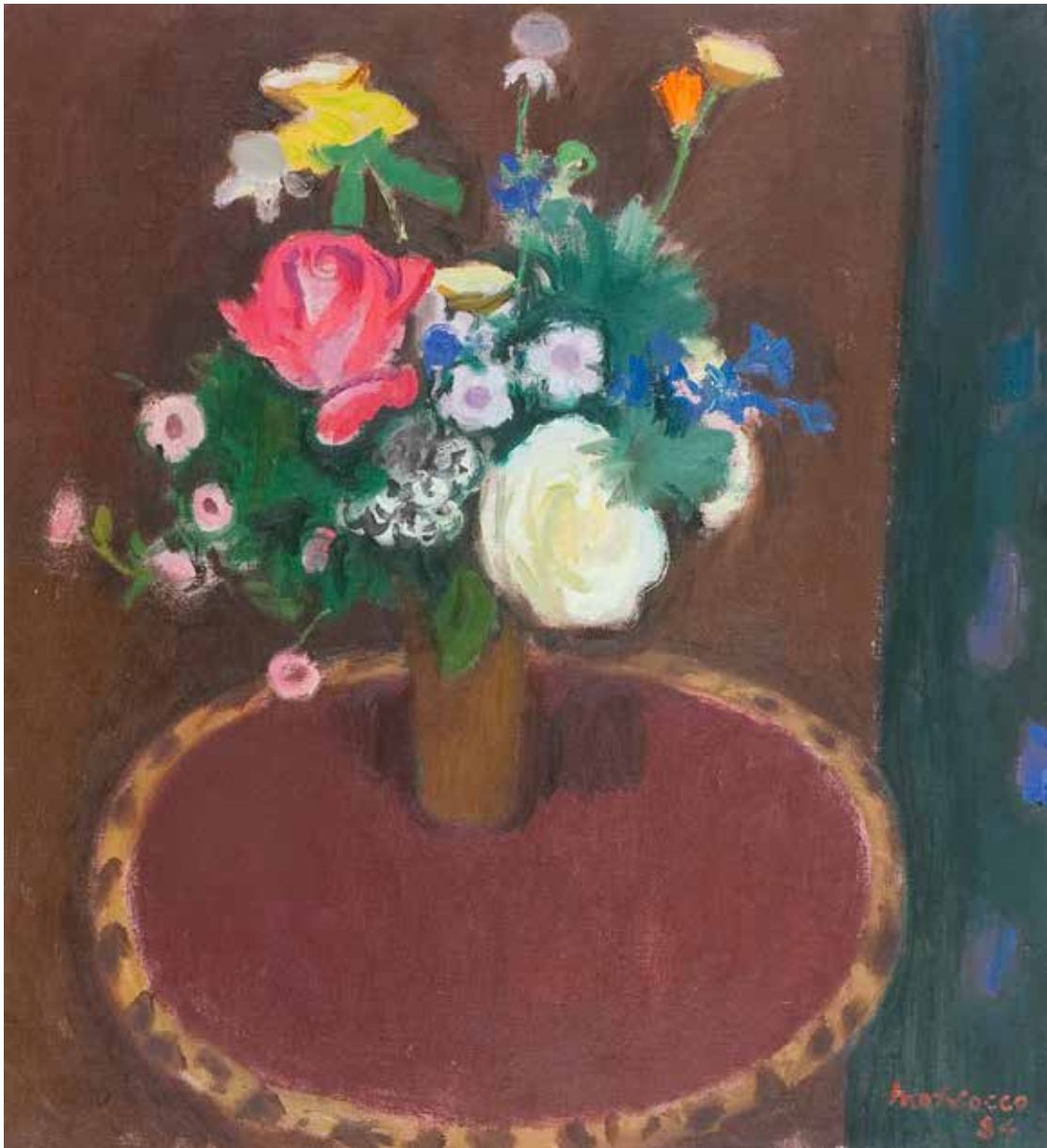
Hunter was an Aberdeen artist, who moved to Newlyn in Cornwall in 1898. This is a view looking south, towards Girdle Ness lighthouse.

2

ALEXANDER JAMIESON ROI (1873-1937)

A View of Tours
 signed and dated 'Alexander Jamieson/1911' (lower right)
 oil on panel
 24 x 32.5 cm. (9 7/16 x 12 13/16 in.)

£1,000 - 1,500
 €1,100 - 1,700
 US\$1,200 - 1,800



3

3 AR

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

Flowers on a Round table
signed and dated 'Morrocco/84' (lower right); further signed and titled
on label (verso)
oil on canvas
60.5 x 56 cm. (23 13/16 x 22 1/16 in.)

£5,000 - 7,000

€5,600 - 7,800

US\$6,100 - 8,500

Provenance

With the Thackeray Gallery, London, 1986



4



5

4 AR

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

Red Table and Night Sky
signed 'John Houston' (lower right)
oil on canvas
49 x 60 cm. (20 x 24 in.)

£2,000 - 3,000
€2,200 - 3,300
US\$2,400 - 3,600

Provenance

With Aitken Dott, Edinburgh
From *An Important Private Collection, London* (see Bonhams
Edinburgh, April 17th, 2013, lots 32-41)

5 AR

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

Garden at the Edge of the Wood
signed 'John Houston' (lower right)
oil on board
101 x 126 cm. (39 3/4 x 49 5/8 in.)

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,200

Provenance

The Scott-Hay Collection

Exhibited

Edinburgh, Aitken Dott & Sons, *John Houston Exhibition*, 28th May -
11th June 1960,



6



7

6

SYDNEY HODGES (1829-1900)

Kilchurn Castle
signed and dated 'S. Hodges 1885' (lower right)
oil on canvas
83 x 121 cm. (32 11/16 x 47 5/8 in.)

£2,000 - 3,000
€2,200 - 3,300
US\$2,400 - 3,600

7

WILLIAM ALFRED GIBSON (1866-1931)

A quiet backwater
signed 'WA Gibson' (lower left)
oil on canvas
64.5 x 77 cm. (25 3/8 x 30 5/16 in.)

£2,000 - 3,000
€2,200 - 3,300
US\$2,400 - 3,600

Provenance

With Jorgensen Fine Art, Dublin



8

8

JOZEF ISRAELS (DUTCH, 1824-1911)

Reverie

signed 'Jozef Israels' (lower right)

oil on panel

49.5 x 34.5 cm. (19 5/16 x 13 9/16 in.)

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,700



9



11

9

PATRICK DOWNIE RSW (1854-1945)

A Grey Morning off Arran
 signed 'PATRICK DOWNIE' (lower right); further signed, inscribed and dated 1918 to label (verso)
 watercolour
 36 x 53 cm. (14 3/16 x 20 7/8 in.)

£1,000 - 1,500
 €1,100 - 1,700
 US\$1,200 - 1,800

10

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

Dornoch
 signed 'DYC' (lower right)
 ink and watercolour
 6.5 x 21 cm. (2 9/16 x 8 1/4 in.)

£700 - 1,000
 €780 - 1,100
 US\$850 - 1,200



10



12

11

SIR EDWIN HENRY LANDSEER, RA (1802-1873)

Seated Gentleman
 indistinctly inscribed (lower right)
 ink and wash, laid down
 17.5 x 10.5 cm. (6 7/8 x 4 1/8 in.)

£600 - 800
 €670 - 890
 US\$730 - 970

Provenance

The second Viscount Hardinge of South Park
 With Spink, London

12 AR

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

La Charité-sur-Loire
 signed 'W R Flint' (lower right); further signed and titled on label (verso)
 watercolour
 32.5 x 49.5 cm. (12 13/16 x 19 1/2 in.)

£1,000 - 1,500
 €1,100 - 1,700
 US\$1,200 - 1,800

Provenance:

Ian MacNicol, Glasgow, where purchased by the vendor's late husband in 1972 for £400
 Collection of the Late Lord Bilsland (according to the MacNicol receipt)



13

13

WILLIAM MCTAGGART RSA RSW (1835-1910)

Lochaber No More

signed and inscribed 'W McTaggart/Painted in 1861 in oil' (lower right)

pencil and watercolour

67 x 50 cm. (26 3/8 x 19 11/16 in.)

£5,000 - 7,000

€5,600 - 7,800

US\$6,100 - 8,500

Provenance

McTaggart Sale, 1889, no. 65

Mr and Mrs James Younger, Mount Melville

Literature

JL Caw, *William McTaggart*, Glasgow 1917, p. 258

P Kvaerne, *William McTaggart*, Edinburgh, 2007, plate 48

Painted 1887-88, this watercolour relates to a much earlier oil which had been McTaggart's first depiction of the important theme of emigration. The oil also alluded to the poem by Allan Ramsay Sr, said to have been inspired by a Jacobite fugitive after the uprising in 1715. It was engraved to illustrate a volume of Ramsay's verse.



14

14 *

FRANCIS CAMPBELL BOILEAU CADELL RSA RSW (1883-1937)

The Forge

oil on panel

45 x 37.5 cm. (17 11/16 x 14 9/16 in.)

unframed

£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

Provenance

Private Collection, Canada

This fascinating picture, rediscovered in Canada, calls to mind Cadell's considerable direct involvement in the Great War effort. He served mostly with the 9th Battalion, The Royal Scots, 1915-18, generally on the Front in France, and was able to produce some sketches while in France or on leave. He was also involved in the care of German prisoners of war during the last weeks. Here, a group of soldiers watch one of their number engaged in backbreaking labour, their forms picked out in the flickering firelight. This is a very different side of the war from his celebrated *Jack and Tommy* illustrations.



15

15

GEORGE LESLIE HUNTER (1877-1931)

Above Largo Bay

signed 'L Hunter' (lower right)

oil on canvas

56 x 68.5 cm. (22 1/16 x 26 15/16 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000



16



17

16 AR

CHARLES OPPENHEIMER RSA RSW (1876-1961)

Ponte Di Cannaregio, Venice
signed 'Charles Oppenheimer' (lower left), titled, further signed and
inscribed to label (verso)

oil on panel

34.5 x 45 cm. (13 3/16 x 17 1/8 in.)

£2,000 - 3,000

€2,200 - 3,300

US\$2,400 - 3,600

17

PATRICK DOWNIE RSW (1854-1945)

Ducks, A Happy Family
signed and dated 'Patrick Downie 1941' (lower right); further signed
and inscribed with title (verso)

oil on board

37 x 39 cm. (14 9/16 x 15 3/8 in.)

£800 - 1,200

€890 - 1,300

US\$970 - 1,500



18



19



20

18

JOHN HORACE HOOPER (FL.1885-1899)

Cornfields near Hastings

signed 'J Horace Hooper' (lower right); further signed and titled (verso)

oil on canvas

61 x 107 cm. (24 x 42 1/8 in.)

£800 - 1,200

€890 - 1,300

US\$970 - 1,500

20

SIR JAMES LAWTON WINGATE, RSA (1846-1924)

Firth of Clyde

signed 'Wingate' (lower left)

oil on canvas

26 x 37 cm. (10 1/4 x 14 9/16 in.)

£600 - 800

€670 - 890

US\$730 - 970

19

ARTHUR MACDONALD (ACTIVE 1897-1940)

St Monans

signed 'A Macdonald' (lower right)

oil on canvas

34 x 45 cm. (14 x 18 1/8 in.)

£500 - 800

€560 - 890

US\$610 - 970



21



22



23



24

21 AR

VICTORIA CROWE OBE ARSA RSW (BORN 1945)

Ancient Head Timeless Landscape
signed 'Victoria Crowe' (lower right); further signed and titled (verso)
oil on board
34.5 x 39.5 cm. (13 9/16 x 15 9/16 in.)

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,200

Provenance

A gift to the owner by the artist

22 AR

BARBARA RAE RA RSA RSW (BORN 1943)

Skye Fence
signed 'Rae' (lower right); further signed, inscribed and dated 1984
(verso)
mixed media on board
19.5 x 20cm (7 11/16 x 7 7/8 in.)

£500 - 700
€560 - 780
US\$610 - 850

23 AR

JAMES FULLARTON (BORN 1946)

Cattle at the Burn
signed 'Fullarton' (lower right)
oil on canvasboard
24 x 29 cm. (9 7/16 x 11 7/16 in.)

£400 - 600
€450 - 670
US\$490 - 730

24 AR

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

Antibes
signed and dated 'W MacTaggart '42' (lower right)
oil on canvasboard
43.5 x 34 cm. (17 1/8 x 13 3/8 in.)

£2,500 - 4,000
€2,800 - 4,400
US\$3,000 - 4,900

The Southern French landscapes of SJ Peplow were a formative influence on the work of Sir William MacTaggart.



25

25 AR

PAT DOUTHWAITE (1934-2002)

Teddy Boys

signed 'Douthwaite' (upper left); further signed and titled (verso)

mixed media on board

122 x 147.5 cm. (48 1/16 x 58 1/16 in.)

£5,000 - 7,000

€5,600 - 7,800

US\$6,100 - 8,500

Provenance

London, Redfern Gallery, Feb 1960, by JC Hay-Smith

The British Council, nd

Pat Douthwaite was an unconventional character, who enjoyed challenging the social mores of the day. She was a habitu  of Soho in the later 1950s, which was full of post-war 'spivs' and establishments like the "2 I's" coffee bar, birthplace of British rock and roll. Teddy Boys would have abounded at that time. This important picture is not unlike her portrait of husband Paul Hogarth, *Hogey Bear*, painted the same year, and thus the title of the present work may be (in part) a pun. Ironically, her first major London group exhibition, *Fantasy and Figuration* at the ICA in Feb. 1967, also featured the work of Ian Dury, who had studied with Peter Blake. Dury dressed in teddy boy garb and was to become a formative influence on the punk movement.



26



27



28



28A

26

DAVID BATES (1840-1921)

In Glen Falloch
signed 'David Bates/ June 1897' (lower left);
further signed and titled (verso)
oil on canvas
95.5 x 70 cm. (37 5/8 x 27 9/16 in.)

£600 - 800

€670 - 890

US\$730 - 970

27

**ROBERT GEMMELL HUTCHISON RSA
RBA ROI RSW (1855-1936)**

Biggar Burn
signed 'R G Hutchison' (lower left) and
inscribed with title (lower right)
oil on canvas
51 x 35.5 cm. (20 1/16 x 14 in.)

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,800

Provenance

The Artist's Great-Grandnephew

28

**ROBERT GEMMELL HUTCHISON RSA
RBA ROI RSW (1855-1936)**

Gossip
signed 'R G Hutchison' (lower right) and
inscribed as titled (lower left); further signed
and inscribed (verso)
oil on canvas
30 x 46 cm. (11 13/16 x 18 1/8 in.)

£1,200 - 1,800

€1,300 - 2,000

US\$1,500 - 2,200



29



30

28A
**ROBERT GEMMELL HUTCHISON RSA
 RBA ROI RSW (1855-1936)**
 Complete Anglers Rest
 signed 'R G Hutchison' (lower right) and
 inscribed with title (lower left)
 oil on canvas
 46 x 61 cm. (18 1/8 x 24 in.)
 £800-1,200
 €890 - 1,300
 US\$970 - 1,500 29

H * MULLER (GERMAN 19TH CENTURY)
 Winter Landscape
 indistinctly signed 'H Muller 183-'(lower left)
 oil on canvas
 85 x 140 cm. (33 7/16 x 55 1/8 in.)
 £800 - 1,200
 €890 - 1,300
 US\$970 - 1,500

30
**ATTRIBUTED TO PATRICK NASMYTH
 (1787-1831)**
 The Road Home
 oil on canvas 63 x 75 cm. (24 13/16 x 29 1/2
 in.)
 £5,000 - 7,000
 €5,600 - 7,800
 US\$6,100 - 8,500

Provenance
 Mealy's and Christie's Sale, Mount Congreve,
 Co. Waterford, 10-11th July 2012, lot 1061



31

31
WILLIAM DYCE RA ARSA (1806-1864)
 Catherine Sarah Brown, the artist's cousin
 (1837)
 oil on canvas
 91 x 71 cm. (35 13/16 x 27 15/16 in.)

£4,000 - 6,000
€4,400 - 6,700
US\$4,900 - 7,300

Provenance
 The Artist's Family
 Gifted to the present owner

Literature
 Marcia Pointon, *William Dyce 1806-1864*,
 Oxford, 1979, plate 14

Aberdeen-born William Dyce had a remarkable range of talents - artist, scholar, author and scientist. Said to have converted Ruskin to Pre-Raphaelitism, his religious paintings are his most celebrated, but he completed a number of portraits of women and children. His works appear rarely on the market.



32

32
CIRCLE OF SIR HENRY RAEBURN RA (1756-1823)
 Robert Cunningham Graham of Gartmore
 (1730-1798), *Doughty Deeds*
 oil on canvas
 75 x 62 cm. (29 1/2 x 24 7/16 in.)

£1,500 - 2,000
€1,700 - 2,200
US\$1,800 - 2,400

Provenance
 The Cunninghame Graham family
 Thence by descent

Exhibited
 The National Trust Scotland, on loan to
 Culzean Castle since 1982

Robert Cunninghame Graham was educated at Glasgow University, and was a planter and politician in Jamaica 1752-1770. On returning as laird of Ardoch he became MP for Stirlingshire, and a strong supporter of political reform. He attempted to introduce a bill of rights, which foreshadowed the Reform Bill of 1832. Raeburn also painted a three-quarter length portrait of Grahame, and a similar collaborative work with David Martin (sold in these rooms, August 24, 2007, lot 1259).



33

33
WILLIAM DYCE RA ARSA (1806-1864)

Girl with a Muff
oil on canvas
76 x 63.5 cm. (29 15/16 x 25 in.)
Painted circa 1825

£2,000 - 3,000
€2,200 - 3,300
US\$2,400 - 3,600

Provenance
The Artist's Family
Gifted to the present owner

Literature
Marcia Pointon, *William Dyce 1806-1864*,
Oxford, 1979, plate 30 (captions for plates
30/31 reversed)

34
**ROMÁN RIBERA CIRERA (SPANISH,
1849-1935)**

Bearded man in a broad hat
signed 'Ribera' (upper right)
oil on panel
20 x 14.5 cm. (7 7/8 x 5 11/16 in.)

£600 - 800
€670 - 890
US\$730 - 970



34



35

35
ALEXANDER JOHNSTON (1815-1891)

A Highlander, his Daughter and a Dog
signed 'A Johnston' (lower right)
oil on canvas
41 x 30 cm. (16 1/8 x 11 13/16 in.)

£500 - 700
€560 - 780
US\$610 - 850

36
**JAMES WATTERSTON HERALD (1859-
1914)**

Head of a Girl
oil on tambourine
21 cm. (8 1/4 in.)

£400 - 600
€450 - 670
US\$490 - 730

Provenance
Apparently a gift from Mrs (William) Herald,
London (the artist's sister in law)



36



37



38



38A

37 AR

LEON FRANCESCO MORROCCO RSA RGI (BORN 1942)

Private Balcony, Mallorca
signed, dated and inscribed 'Mallorca/Leon Morrocco 1993/07' (upper left)
pencil and gouache on paper laid on card
53.5 x 34 cm. (21 1/16 x 13 3/8 in.)

£1,500 - 2,000
€1,700 - 2,200
US\$1,800 - 2,400

Provenance

With the Open Eye Gallery, Edinburgh

38 AR

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

Meadow Bathers
mixed media
75 x 56.5 cm. (29 1/2 x 22 1/4 in.)

£3,000 - 5,000
€3,300 - 5,600
US\$3,600 - 6,100

Provenance

With The Everard Read Gallery,
Johannesburg, South Africa 1985

38A AR

JAMES F T MORRISON RSA RSW LLD (BORN 1932)

Angus Landscape
incised signature 'Morrison' (lower right)
oil on board
33 x 150 cm. (13 x 59 1/16 in.)

£2,500 - 4,000
€2,800 - 4,400
US\$3,000 - 4,900

39 AR

LEONARD ROSOMAN OBE RA (1913-2012)

Roxanne in Long Island
inscribed, signed and dated 'Rosoman 1982'
(lower right)
pencil
59 x 84 cm. (23 1/4 x 33 1/16 in.)

£700 - 1,000
€780 - 1,100
US\$850 - 1,200

40 AR

LEON FRANCESCO MORROCCO RSA RGI (BORN 1942)

Cat Nap, Melbourne
signed and dated 'Leon Morrocco 1991'
(lower right)
conte and chalk
54.5 x 66 cm. (21 7/16 x 26 in.)

£800 - 1,200
€890 - 1,300
US\$970 - 1,500

41 * AR

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

Adam and Eve I
signed and inscribed on label (verso)
watercolour
49 x 56 cm. (19 5/16 x 22 1/16 in.)
Executed in 1987

£1,500 - 2,000
€1,700 - 2,200
US\$1,800 - 2,400

Provenance

With The Everard Read Gallery,
Johannesburg, South Africa



39



40



41



42

42 AR

GEORGE HOUSTON RSA RSW RGI (1869-1947)

Portsonachan

signed 'GEORGE HOUSTON' (lower left)

oil on canvas

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

£2,000 - 3,000

€2,200 - 3,300

US\$2,400 - 3,600



43

43 AR

ARCHIBALD RUSSELL WATSON ALLAN RSA (1878-1959)

Fantail pigeons

signed 'ARW Allan' (lower right)

oil on canvas

51 x 92 cm. (20 1/16 x 36 1/4 in.)

in a carved wood exhibition frame

£2,000 - 3,000

€2,200 - 3,300

US\$2,400 - 3,600



44



46



45

44

JAMES STUART PARK (1862-1933)

Pink Roses in Glass Vase

signed twice 'Stuart Park' (lower right)

oil on canvas

51 x 40.5 cm. (20 1/16 x 15 15/16 in.)

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,800

45

JAMES STUART PARK (1862-1933)

Wild Roses

signed 'Stuart Park' (lower left)

oil on canvas

51 x 61.5 cm. (20 1/16 x 24 3/16 in.)

£800 - 1,200

€890 - 1,300

US\$970 - 1,500

Provenance

With James McClure & Son, Glasgow

46

JAMES STUART PARK (1862-1933)

White Rose

signed 'Stuart Park' (lower right)

oil on canvas, feigned oval

37 x 29 cm. (14 9/16 x 11 7/16 in.)

£800 - 1,200

€890 - 1,300

US\$970 - 1,500

47

CORNELIS KRAAN (DUTCH, 20TH CENTURY)

Teatime

signed indistinctly (lower right)

oil on canvas

58 x 63 cm. (22 13/16 x 24 13/16 in.)

£1,500 - 2,000

€1,700 - 2,200

US\$1,800 - 2,400



47



48



50



49

48
ROBERT MCGREGOR, RSA (1847-1922)
 Pumping Water
 signed 'R McGregor' (lower left)
 oil on canvasboard
 34 x 24 cm. (13 3/8 x 9 7/16 in.)

£600 - 800
 €670 - 890
 US\$730 - 970

50
JOHN 'JOCK' H. WILSON RSA (1774-1855)
 On the Shore
 signed with initials 'JW' (lower left)
 oil on canvas
 26.5 x 35 cm. (10 7/16 x 13 3/4 in.)

£600-800
 €670 - 890
 US\$730 - 970

49
ROBERT MCGREGOR, RSA (1847-1922)
 The village street
 signed with initials 'RMG' (lower left)
 oil on canvas
 19.5 x 13.5 cm. (7 11/16 x 5 5/16 in.)

£600 - 800
 €670 - 890
 US\$730 - 970

Provenance
 With the Fine Art Society, London, 1976



51

51 AR

SIR GERALD FESTUS KELLY RA (1879-1972)

Ma Seyn Nu Vi

signed 'Kelly' (lower left)

oil on canvas

38.5 x 25.5 cm. (15 3/16 x 10 1/16 in.)

Painted 1930

£3,000 - 5,000

€3,300 - 5,600

US\$3,600 - 6,100

Exhibited

London, Royal Academy, 1952 cat.no.763, as *Ma Seyn Nu* (B.f.61B.)

London and Touring, Art Council Exhibition, 1952, n.n.



52

52

JAMES ABBOTT MCNEILL WHISTLER (AMERICAN, 1834-1903)

La Vieille Aux Locques

etching

20.75 x 14.75 cm. (8 3/16 x 5 13/16 in.)

£400 - 600

€450 - 670

US\$490 - 730



53

53 AR

PAUL LUCIEN MAZE (FRENCH, 1887-1979)

The Île St-Louis, Paris

signed 'Paul Maze' (lower right)

pastel on buff paper

54 x 74.5 cm. (21 1/4 x 29 5/16 in.)

£3,000 - 5,000

€3,300 - 5,600

US\$3,600 - 6,100

Provenance

Purchased from Marlborough Fine Art Ltd, London, 24th December 1949 for £183 15s as "Paris, Notre Dame"

Exhibited

Wallasey, *An Exhibition of French Pictures from the collection of Morton D. Oliphant*, Central Library, June 1958, No. 18 as "L'île St. Louis, Paris"

54 AR

CHARLES OPPENHEIMER RSA RSW (1876-1961)

In the Evening Light, Tuscany

signed 'CHARLES OPPENHEIMER' (lower left); further inscribed to label (verso)

watercolour

56.5 x 41 cm. (22 1/4 x 16 1/8 in.)

£1,500 - 2,000

€1,700 - 2,200

US\$1,800 - 2,400



54



55 * AR

KEN CURRIE (BORN 1960)

A Scottish Triptych: Nightshift, Departure, Saturdays
each signed, inscribed and dated 'Ken Currie 1988' (verso)
oil on canvas

270 x 210 cm. (106 x 82.6 in.), 270 x 310 cm. (106 x 122 in.), 270 x
210 cm. (106 x 82.6 in.)

(3)

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 36,000

Exhibited

Glasgow, The Third Eye Centre/Berlin, Raab Gallery, *Ken Currie*, 1988
(illustrated in catalogue and on cover).

Provenance

Private Collection, U.S.A.

Literature

Discussed and illustrated in the text (unnumbered pages) of the 1988
exhibition catalogue.

Ken Currie's monumental works of this period examine the interaction
between the city of Glasgow itself (undergoing a surface makeover
in preparation for the European City of Culture award in 1990) and its
citizens, depicted not as portrait studies but as a series of recurring
motifs.

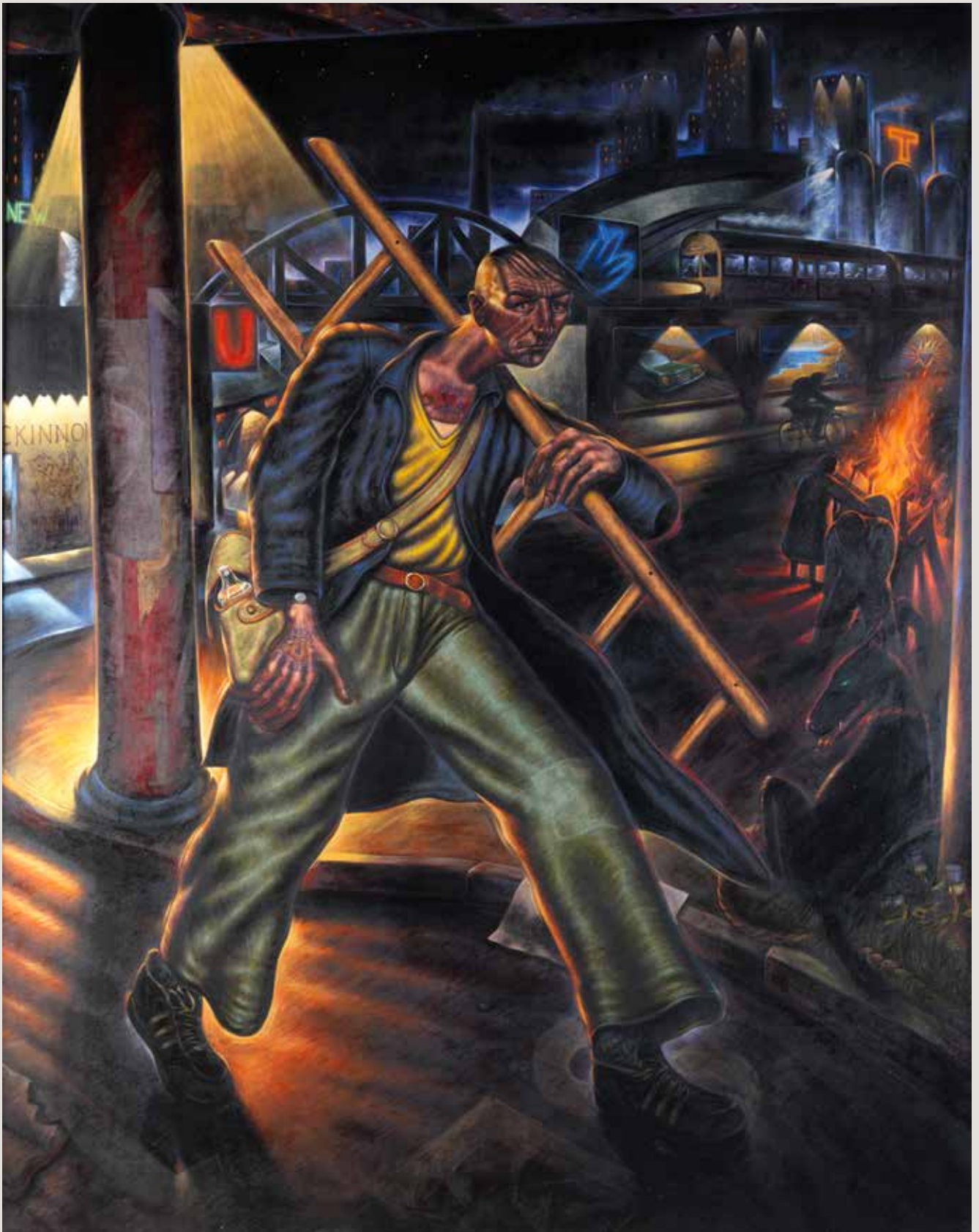
In the form of large-scale figurative painting, Currie explores themes of
physicality, brutality and oppression, and this important work follows
on from the (post) industrial *Glasgow Triptych* of 1986.

The left panel, *Night Shift*, presents the 'wandering man' totem
(Currie's own notes as follows "torpedo shrapnel in skull/cataract/
hearing aid/crutch/Courbet's Beggar/Courbet's The Wandering Jew/
an outsider observing/rucksack with books/Giacometti sculpture/
Breughel central figure Dulle Griet"), a now redundant trade unionist
heading out to do odd jobs on a peripheral estate. An evicted figure
and chained dog are visible in the background, with pub signage
indicating how others spend the evenings.

Saturdays shows a steely young woman reading a political primer as
she wheels a buggy past an ironically-named, windowless block bar.
She has been shopping at a cut-price store and her son, features
obscured, flails military toys in an unsettling manner.

Departure, the central panel, depicts the same figure motif in motion
through a harsh and broken landscape on the city margins at
dusk. His cycle light, blazing bonfire and pub neon again pierce the
gloom. The rucksack of books alludes to the important theme of the
autodidact in Currie's painting.

Comparable works by Currie appear rarely on the open market.
See *Workshop of the World*, Bonhams Edinburgh, August 22, 2002
(£31,000).









56



57



58

56
JOSEPH HENDERSON RSW (1832-1908)
 Baiting the Lines
 signed 'J Henderson' (lower right)
 oil on canvas
 45 x 60 cm. (17 11/16 x 23 5/8 in.)

£2,000 - 3,000
€2,200 - 3,300
US\$2,400 - 3,600

57 AR
RONALD OSSORY DUNLOP NEA, ARA, RBA (1894-1973)
 Salisbury Cathedral
 signed 'Dunlop' (lower right); dated 1948
 (verso)
 oil on canvas
 51.5 x 41 cm. (20 1/4 x 16 1/8 in.)

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,800

Provenance
 Purchased from J. Leger & Son, London,
 19th October 1948 for £36 15s

58 AR
GEORGE HOUSTON RSA RSW RGI (1869-1947)
 The Clyde from above Fairlie
 signed 'GEORGE HOUSTON' (lower left)
 oil on canvas
 25 x 35.5 cm. (9 13/16 x 14 in.)

£600 - 1,000
€670 - 1,100
US\$730 - 1,200



59



59



60

59
HENRI CARNIER (BRITISH?, 1800-1868)
 Flemish Port
 signed 'H Carnier' (lower right)
 oil on panel
 25 x 20 cm. (9 13/16 x 7 7/8 in.)
 a pair (2)

£800 - 1,200
 €890 - 1,300
 US\$970 - 1,500

Provenance
 With Rayner MacConnal, London

60
JOHN WILLIAM BOTTOMLEY (GERMAN, 1816-1900)
 Sportsmen by a River
 bears signature on label (verso)
 oil on board
 34 x 49 cm. (13 3/8 x 19 5/16 in.)

£2,000 - 3,000
 €2,200 - 3,300
 US\$2,400 - 3,600



61



62



63



63

61
**DAVID FARQUHARSON ARA ARSA RSW
 ROI (1840-1907)**

Woodcut by a Loch
 signed and dated 'D Farquharson 1878'
 (lower left)
 oil on canvasboard
 23.5 x 34 cm. (9 1/4 x 13 3/8 in.)

£1,200 - 1,800
 €1,300 - 2,000
 US\$1,500 - 2,200

62 AR
EDGAR HUNT (1876-1953)

Ducks
 signed and dated 'E HUNT 1928' (lower left)
 oil on canvas
 29 x 40 cm. (11 7/16 x 15 3/4 in.)

£1,500 - 2,000
 €1,700 - 2,200
 US\$1,800 - 2,400

63 AR
EDGAR HUNT (1876-1953)

Ducks in Flight
 signed and dated 'E Hunt 1926' (lower left)
 oil on canvas
 29 x 39cm (11 7/16 x 15 3/8in).
 together with another a pair (2)

£3,000 - 4,000
 €3,300 - 4,400
 US\$3,600 - 4,900



64



65



66

64

**ATTRIBUTED TO JOHN D. BELL RSW
(ACTIVE 1874-1910)**

A quiet day, possibly the Gareloch
signed indistinctly (lower right)
oil on canvas
31 x 64 cm. (12 3/16 x 25 3/16 in.)

£500 - 800
€560 - 890
US\$610 - 970

Provenance:

Sale; Sotheby's, 24th June 1982 lot 144.

65

PETER WISHART (1846-1932)

Paddling
incised signature 'P Wishart' (lower left)
oil on paper laid on panel
22 x 29.5 cm. (8 11/16 x 11 5/8 in.)

£100 - 200
€110 - 220
US\$120 - 240

66 AR

DAVID MACBETH SUTHERLAND (1883-1974)

Wester Ross
signed 'DM Sutherland' (lower left)
oil on board
38 x 45.5cm (14 15/16 x 17 15/16in).

£400 - 600
€450 - 670
US\$490 - 730

Exhibited

Edinburgh, Royal Scottish Academy, 1958,
cat.no.204



67



68



69



70

67

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

Ben Ledi
signed 'DY Cameron' lower left
pencil
24 x 39 cm. (9 7/16 x 15 3/8 in.)

£500 - 800
€560 - 890
US\$610 - 970

Provenance

With the Fine Art Society, London, 1948

68

PHILIP WILSON STEER O.M., N.E.A.C. (1860-1942)

On the Mersea
signed and dated 'PW Steer 1914' (lower left)
watercolour
23.5 x 33.5 cm. (9 1/4 x 13 3/16 in.)

£400 - 600
€450 - 670
US\$490 - 730

Provenance

Purchased from Aitken Dott & Son, Edinburgh, 26th August 1948 for £40

Exhibited

Birkenhead, Williamson Art Gallery, *Wilson Steer Exhibition*, July-September, 1951, n.n.

69 AR

WILLIAM WILSON OBE RSA RSW (1905-1972)

Borders Village
signed 'W Wilson' (lower right)
watercolour and gouache
37 x 54 cm. (14 9/16 x 21 1/4 in.)

£600 - 800
€670 - 890
US\$730 - 970

70 AR

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

House through the Trees
signed 'W MacTaggart' (lower left)
watercolour
51 x 61.5 cm. (20 1/16 x 24 3/16 in.)

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,800



71



72

71 AR

VICTORIA CROWE OBE ARSA RSW (BORN 1945)

Reflected Interior of *The Binns*, Linlithgow
dated and signed 'Sep 87/ V.Crowe' (lower right); further extensively
inscribed (lower left)

watercolour

75 x 55 cm. (29 1/2 x 21 5/8 in.)

£800 - 1,200

€890 - 1,300

US\$970 - 1,500

Provenance

With The Fine Art Society, London

72 AR

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

St Valery en Caux
signed and dated 'W G Gillies/ 1937' (lower left)

watercolour and gouache

49 x 62 cm. (19 5/16 x 24 7/16 in.)

£3,000 - 5,000

€3,300 - 5,600

US\$3,600 - 6,100



73



74

73 AR

ADAM BRUCE THOMSON OBE RSA PRSW HRSW (1885-1976)

City from the Botanic Gardens (Edinburgh)

signed 'A. Bruce Thomson' (lower left); further signed and titled to label (verso)

oil on canvas

76 x 101.5 cm. (29 15/16 x 39 15/16 in.)

£2,000 - 3,000

€2,200 - 3,300

US\$2,400 - 3,600

74 AR

ADAM BRUCE THOMSON OBE RSA PRSW HRSW (1885-1976)

Bend of Tweed

signed 'AB Thomson' (lower right)

oil on board

61.5 x 74.5 cm. (24 3/16 x 29 5/16 in.)

£1,500 - 2,000

€1,700 - 2,200

US\$1,800 - 2,400



75



77



76



78

75 AR

GERTRUDE MARY COVENTRY (SCOTTISH, 1886-1964)

Amersham Bucks

signed 'Gertrude M Coventry' (lower right)

oil on canvasboard

28 x 33 cm. (11 x 13 in.)

£300 - 500

€330 - 560

US\$360 - 610

76 AR

EDWARD STEEL HARPER JNR., RBSA (1878-1951)

In a Western Brookland

signed with initials and dated 1928 (lower right); further signed and inscribed with title on artist's label (verso)

oil on canvas

61 x 90 cm. (24 x 35 7/16 in.)

£600 - 800

€670 - 890

US\$730 - 970

Provenance

John Noott Gallery

77 AR

HAROLD STOREY (1888-1965)

Farm near Glasgow

oil on board

36.5 x 54 cm. (14 3/8 x 21 1/4 in.)

£800 - 1,200

€890 - 1,300

US\$970 - 1,500

78 AR

LEONARD GRAY (BORN 1925)

Windy Day, Northern Fishing Village

signed 'Leonard Gray' (lower right)

mixed media on board

49.5 x 62 cm. (19 1/2 x 24 7/16 in.)

£400 - 600

€450 - 670

US\$490 - 730



79



80



81



82

79 AR

ANDRÉ VIGNOLES (FRENCH, BORN 1920)

Still life with Mandolin

signed and dated 'Vignoles '54 (upper left)

oil on canvas

60.5 x 92 cm. (23 13/16 x 36 1/4 in.)

£600 - 800

€670 - 890

US\$730 - 970

Provenance

With Arthur Tooth, London

Exhibited

Wallasey, *An Exhibition of French Pictures from the collection of Morton D. Oliphant*, Central Library, June 1958, cat.no.27

80 AR

ROBERT HUMBLLOT (FRENCH, 1907-1962)

Paysage, Sauvagnat

signed and dated 'Humblot/52' (lower left)

oil on canvas

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

£300 - 400

€330 - 450

US\$360 - 490

Provenance

Purchased from Arthur Tooth & Sons, Ltd, London, 19th March 1956 for £60

Exhibited

Wallasey, *An Exhibition of French Pictures from the collection of Morton D. Oliphant*, Central Library, June 1958, cat.no. 26 as *Landscape - Sauvagnat, Provence*

81

DAVID TINDLE, R.A. (BORN 1932)

Pear and Knife

signed dated 'David Tindle 1957' (upper right)

oil on canvas

25 x 34 cm. (9 13/16 x 13 3/8 in.)

together with two others, one a bird's nest and an apple, and bird study (3)

£300 - 400

€330 - 450

US\$360 - 490

Provenance

(the first) Purchased from The Piccadilly Gallery, London, 15th May 1957 for £18 18s

82

DAVID TINDLE R.A. (BORN 1932)

Pomegranates and fork

signed and dated 'David Tindle/57' (upper right)

oil on board

19 x 24cm

£300 - 400

€330 - 450

US\$360 - 490

Provenance

Purchased from The Piccadilly Gallery, London, 15th May 1957 for £23 2s



83

83 AR

ALAIN SENEZ (BELGIAN, BORN 1948)

Still Life, Shades of White
signed 'A Senez' (lower left)
oil on canvas,
100 x 80 cm. (39 3/8 x 31 1/2 in.)

£800 - 1,200
€890 - 1,300
US\$970 - 1,500

84 AR

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

York Minster
bears studio stamp (verso)
oil on board
61 x 51 cm. (24 x 20 1/16 in.)

£3,000 - 5,000
€3,300 - 5,600
US\$3,600 - 6,100

Provenance

Sale; Christie's, Edinburgh, *The Artist's Studio Sale*, 2 July 1989, lot 260
Private Collection

85 AR

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

Aiguebelle
titled and signed 'Aiguebelle/ W MacTaggart' on mount (lower left and right)
pencil
20 x 27 cm. (7 7/8 x 10 5/8 in.)
bears studio stamp 353

£400 - 600
€450 - 670
US\$490 - 730

Provenance

With The Scottish Gallery, Edinburgh



84



86



85

86 AR

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

Cats and Lillies
signed and numbered 'EV Blackadder 3/60' (lower left and right)
coloured etching
35 x 27.5 cm. (13 3/4 x 10 13/16 in.)

£700 - 1,000
€780 - 1,100
US\$850 - 1,200



87



88



89



90

87 AR

ADAM BRUCE THOMSON OBE RSA PRSW HRSW (1885-1976)

Trees in Spring

signed 'AB Thomson' (lower right)

watercolour

38 x 54 cm. (14 15/16 x 21 1/4 in.)

£800 - 1,200

€890 - 1,300

US\$970 - 1,500

88

ROBERT RUSSELL MACNEE, RGI (CIRCA 1866-1952)

Hens

signed and dated 'R Russell Macnee 12' (lower left)

watercolour

24 x 34 cm. (9 7/16 x 13 3/8 in.)

£300 - 500

€330 - 560

US\$360 - 610

89 AR

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

Red Haired Girl

signed and dated 'Houston 84' (lower left)

watercolour

11.5 x 12.25 cm. (4 1/2 x 4 13/16 in.)

£500 - 700

€560 - 780

US\$610 - 850

90 AR

DAVID MCCLURE RSA RSW RGI (1926-1998)

Landscape with Farm Buildings

signed and dated 'D McClure 56' (lower left)

watercolour and gouache

43 x 63 cm. (16 15/16 x 24 13/16 in.)

£600 - 800

€670 - 890

US\$730 - 970



91



92



93



94

91 AR

DAVID MCCLURE RSA RSW RGI (1926-1998)

Blue Still Life

bears studio stamp (verso)

watercolour and gouache

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

Painted in 1958

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,800

92 AR

SCOTTIE WILSON RSA RSW (1889-1972)

Fish and Flowers

signed 'SCOTTIE' (lower right)

ink and chalk

41 x 54 cm. (16 1/8 x 21 1/4 in.)

£600 - 800

€670 - 890

US\$730 - 970

93 AR

SCOTTIE WILSON RSA RSW (1889-1972)

Fish and Fowl

ink and crayon

30.5 x 46.5 cm. (12 x 18 5/16 in.)

£600 - 800

€670 - 890

US\$730 - 970

94 AR

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

Autumn Afternoon - Wellbank, Rossie Priory

signed 'MCINTOSH/PATRICK' (lower left)

watercolour

53.5 x 73.8 cm. (21 x 29 in.)

£1,500 - 2,000

€1,700 - 2,200

US\$1,800 - 2,400

Provenance

With The Fine Art Society, London

Private Collection, U.K.



95



95



95

95

A GROUP OF SIX VARIOUS DECORATIVE 18TH AND 19TH CENTURY FAMILY (PORTRAIT) MINIATURES

two individually framed, and four set on a single mount

£500 - 700

€560 - 780

US\$610 - 850



96

96 AR

SIR JACOB EPSTEIN (1880-1959)

Peggy Jean Asleep

bronze, brown patina

33cm long x 26cm high

£2,000 - 3,000

€2,200 - 3,300

US\$2,400 - 3,600

Provenance

Purchased from Ernest Brown & Phillips Ltd, London, 25th March
1950 for £157 10s



97

97 AR

JAMES BUTLER RA (BORN 1931)

Girl (Reclining Figure),
signed and dated 'James Butler '62' Edition 6
bronze with brown patina, marble base, on plinth 17cm overall

£800 - 1,200
€890 - 1,300
US\$970 - 1,500

Provenance

Purchased from The Piccadilly Gallery, London, 1st November 1962
for £50



99

99 AR

STANLEY ENGLISH (BORN 1908)

Resting Woman
carved beech, on plinth, 21 cm. overall

£200 - 300
€220 - 330
US\$240 - 360

99

BRITISH SCHOOL (20TH CENTURY)

Abstract Form
bronze with brown patina, 40cm high overall

£200 - 300
€220 - 330
US\$240 - 360



98



100



101

100 AR

JOHN GARDINER CRAWFORD, RSW RBA RI (BORN 1941)

Winter Thoughts

signed 'CRAWFORD' (lower left)

acrylic on gesso

49 x 75 cm. (19 5/16 x 29 1/2 in.)

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,800

Provenance

With the Beckett Gallery, Ontario, Canada

101 AR

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

Winter Skies, North Berwick

signed and dated 'Houston 84' (lower right); further titled and signed
on stretcher

oil on canvas

30 x 35.5 cm. (11 13/16 x 14 in.)

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,800



102



103



104



105

102 AR

PERPETUA POPE (1916-2013)

Boats, Killin
signed 'Perpetua Pope' (lower right)
oil on canvas
45.5 x 61 cm. (17 15/16 x 24 in.)

£600 - 800

€670 - 890

US\$730 - 970

103 AR

PERPETUA POPE (1916-2013)

Killin
signed 'Perpetua Pope' (lower right)
oil on canvas
76 x 101.5 cm. (29 15/16 x 39 15/16 in.)

£700 - 1,000

€780 - 1,100

US\$850 - 1,200

104 AR

PERPETUA POPE (1916-2013)

Shore Barra
signed 'Perpetua Pope' (lower left)
oil on board
14 x 19 cm. (5 1/2 x 7 1/2 in.)

£300 - 500

€330 - 560

US\$360 - 610

Exhibited

Stenton, Macaulay Gallery, *Perpetua Pope Exhibition*, May 1983, cat. no.77

105 AR

JAMES HARRIGAN (BORN 1937)

Dredger
signed 'J Harrigan' (lower right)
acrylic on board
50 x 60 cm. (19 11/16 x 23 5/8 in.)

£600 - 800

€670 - 890

US\$730 - 970



106



107



108

106 AR

GORDON BRYCE RSA RSW (BORN 1943)

Wild Poppies

signed and dated 'Bryce 90' (mid right); further signed, dated and titled (verso)

oil on canvas

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

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,800

107 AR

ROBERT KELSEY (BORN 1949)

Open Fields

signed and dated 'Kelsey '71' (lower centre)

oil on canvas

86 x 96 cm. (33 7/8 x 37 13/16 in.)

£1,500 - 2,000

€1,700 - 2,200

US\$1,800 - 2,400

108 AR

WILLIAM CROSBIE RSA RGI (1915-1999)

Tulips

signed and dated 'Crosbie LXIII' (lower right)

oil on board

24 x 94cm (9 7/16 x 37in).

£1,500 - 2,000

€1,700 - 2,200

US\$1,800 - 2,400



109



110



111



112

109 AR

WILLIAM JOHNSTONE OBE (1897-1981)

Abstract

oil on canvas laid on board (double sided)

16.5 x 20.5cm (6 1/2 x 8 1/16in.)

£500 - 800

€560 - 890

US\$610 - 970

Provenance

Sale; Bonhams, Edinburgh, *William Johnstone OBE Studio Sale*, April 2006

110 AR

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

Pink Sails and a Dog, Honfleur

signed 'David Michie' (lower left)

oil on canvas

45.5 x 56 cm. (17 15/16 x 22 1/16 in.)

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,800

111 AR

WILLIAM DRUMMOND BONE ARSA RSW (1907-1979)

Night and Dreams

signed and inscribed to label (verso)

oil on plywood

125 x 100 cm. (49 3/16 x 39 3/8 in.)

To be offered with pencil cartoon (damage, unframed) (2)

£800 - 1,200

€890 - 1,300

US\$970 - 1,500

112 AR

JOHN BYRNE (BORN 1940)

Seated Figure

inscribed indistinctly (verso)

oil on canvas

50 x 60 cm. (19 11/16 x 23 5/8 in.)

£700 - 1,000

€780 - 1,100

US\$850 - 1,200



113



114



115



116

113

CONTINENTAL SCHOOL, CIRCA 1800

Tavern Scene

oil on canvas

40 x 54 cm. (15 3/4 x 21 1/4 in.)

£500 - 700

€560 - 780

US\$610 - 850

114

CIRCLE OF PIETER ANGELLIS (DUNKIRK 1685-1734 RENNES)

Outside the Farrier's

oil on canvas

54.5 x 67 cm. (21 7/16 x 26 3/8 in.)

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,800

115

FOLLOWER OF ANTHONIE PALAMEDESZ (DUTCH, 1601-1673)

Soldiers at Leisure

oil on panel

46 x 64 oval cm. (18 1/8 x 25 3/16 in.)

unframed

£800 - 1,200

€890 - 1,300

US\$970 - 1,500

116

JULIUS (I) SCHOPPE (GERMAN, 1795-1868)

Travellers on a Country Path

signed and dated 'Schoppe 58' (lower left)

oil on canvas

56 x 79 cm. (22 1/16 x 31 1/8 in.)

£500 - 700

€560 - 780

US\$610 - 850

END OF SALE

**19TH CENTURY
EUROPEAN,
VICTORIAN & BRITISH
IMPRESSIONIST ART**

Wednesday 1 March 2017
New Bond Street, London

**WALTER FREDERICK OSBORNE
RHA, ROI (IRISH, 1859-1903)**

When the boats come in
signed 'Walter Osborne.' (lower left)
oil on canvas

71 x 102cm (27 15/16 x 40 3/16in).
£100,000 - 150,000

ENQUIRIES

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LONDON

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SCOTTISH ART

Wednesday 26 April 2017
Edinburgh

Entries now invited

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

The Terrace, Cassis
£60,000 - 80,000

ENQUIRIES

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London:
Chris Dawson
+44 (0)20 7468 8296
chris.dawson@bonhams.com



Bonhams

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

Tuesday 22 November 2016
Knightsbridge

**SIR CEDRIC LOCKWOOD MORRIS
(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

ENQUIRIES

+44 (0) 20 7393 3949
emma.corke@bonhams.com



Bonhams

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 equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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

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.

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.4	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;	10	MISCELLANEOUS	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	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	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.	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> .	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.	11	GOVERNING LAW	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.				

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
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	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> .
7.1.5	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	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> .
7.1.6	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;	8.1.1	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.
7.1.7	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;	8.1.2	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.
7.1.8	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;	8.1.3	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> .
7.1.9	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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		
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	The discretion referred to in paragraph 8.1:	10	OUR LIABILITY
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> .	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	10.1	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> .
7.2	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.	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	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:
		9	FORGERIES	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
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
		9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		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	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.
		9.2.2	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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African, Oceanic & Pre-Columbian Art

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American Paintings

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Antiquities

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Furniture

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European Sculptures & Works of Art

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Greek Art

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Golf Sporting Memorabilia

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Impressionist & Modern Art

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Indian, Himalayan & Southeast Asian Art

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