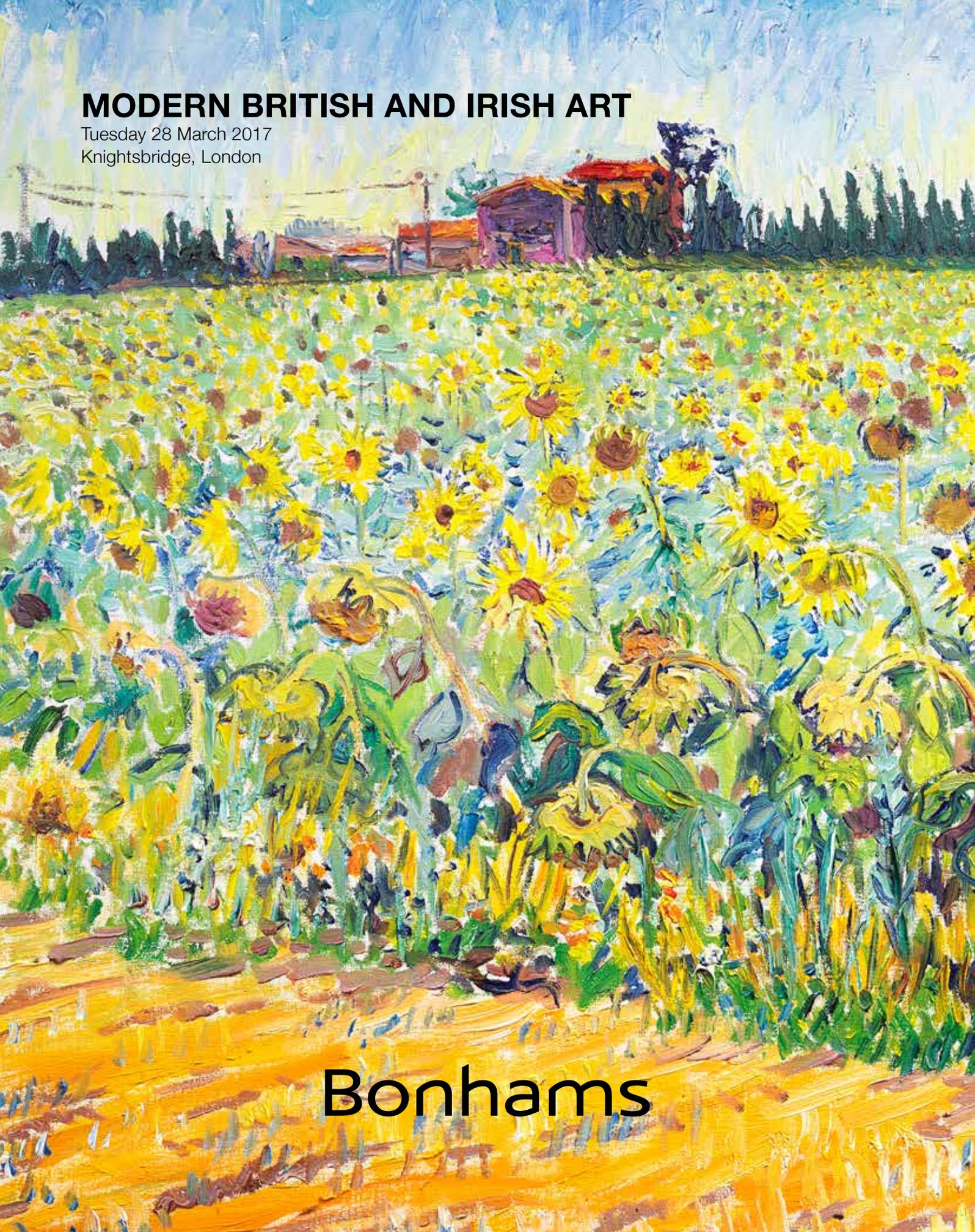


# MODERN BRITISH AND IRISH ART

Tuesday 28 March 2017

Knightsbridge, London



# Bonhams



# MODERN BRITISH AND IRISH ART

Tuesday 28 March, 2pm  
Knightsbridge, London

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## ILLUSTRATION

Front cover : Lot 163  
Back cover: Lot 14  
Inside front: Lot 71  
Inside back: Lot 49

## IMPORTANT INFORMATION

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



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and buyer's premium

\* VAT on imported items at a  
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Y These lots are subject to CITES  
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credit, or debit card.





1



3



2

1 AR

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

Peacock feather  
signed and dated 'Fedden '08' (lower right),  
watercolour  
23 x 10cm (9 1/16 x 3 15/16in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,500

**Exhibited**

London, Portland Gallery, *Mary Fedden - A Celebration*, 4 - 21  
December 2012, cat.no.75

2 AR

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

Cyclamen  
signed with initials 'BD' (lower left), oil on board  
24.5 x 19cm (9 5/8 x 7 1/2in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

3 AR

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

Daffodil  
signed and dated 'Fedden 1990' (lower right), watercolour  
14 x 14cm (5 1/2 x 5 1/2in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

**Provenance**

Acquired direct from the artist



4



5

4 AR

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

'Puglia'  
signed and dated 'Fedden 1971' (lower right);  
titled (on handwritten label verso),  
gouache  
17.5 x 25.5cm (6 7/8 x 10 1/16in).

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

**Exhibited**

London, Portland Gallery, *Mary Fedden - A Retrospective*, 8-30 May 2008  
London, Portland Gallery, *Mary Fedden - A Celebration*, 4-21 December 2012, cat. no.20  
London, Portland Gallery, *Mary Fedden, Works from the 60s*, 3-24 June 2015

5 AR

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

Still life with bowl of fruit  
signed and dated 'Fedden '03' (lower left),  
oil on canvas laid to board  
26.5 x 37.5cm (10 7/16 x 14 3/4in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200



6



8



7

6 AR

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

Nude looking into studio  
signed with initials 'BD' (lower left),  
oil on board  
34.5 x 22.5cm (13 9/16 x 8 7/8in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,500

7 AR

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

'On the telephone'  
signed with initials 'BD' (lower left); titled and dated '4-5/85' (on board  
verso), oil on linen laid to board  
35 x 30cm (13 3/4 x 11 13/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500

**Provenance**

With Thos Agnew & Sons Ltd

8 AR

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

Tea table  
bears title (on board verso), oil on board  
28.5 x 20cm (11 1/4 x 7 7/8in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900



9

g AR

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

Nude looking through the curtains, Venice  
signed with initials 'BD' (lower left),  
oil on canvas

102 x 107cm (40 3/16 x 42 1/8in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,200 - 8,700

**Provenance**

With Fosse Gallery, Stow-on-the-Wold, 6 October 1984, where  
purchased by the present owner



10



11

10 AR

**FRED YATES (BRITISH, 1922-2008)**

Sennen Cove  
signed 'FRED/YATES' (lower right),  
oil on board  
50.5 x 76cm (19 7/8 x 29 15/16in).

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

11 AR

**FRED YATES (BRITISH, 1922-2008)**

Flask Walk, Hampstead  
signed 'FRED YATES' (lower right), oil on board  
61 x 80cm (24 x 31 1/2in).

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

12 AR

**FRED YATES (BRITISH, 1922-2008)**

'The Panama'  
signed 'FRED YATES' (lower right),  
oil on canvas  
64 x 53cm (25 3/16 x 20 7/8in).

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

**Provenance**

With John Martin Gallery



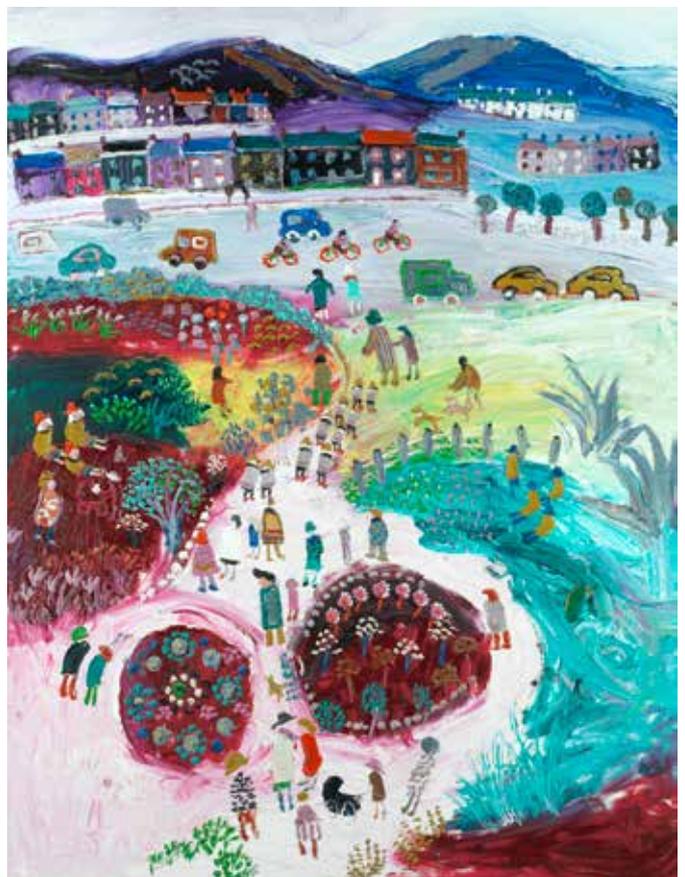
12

13 AR

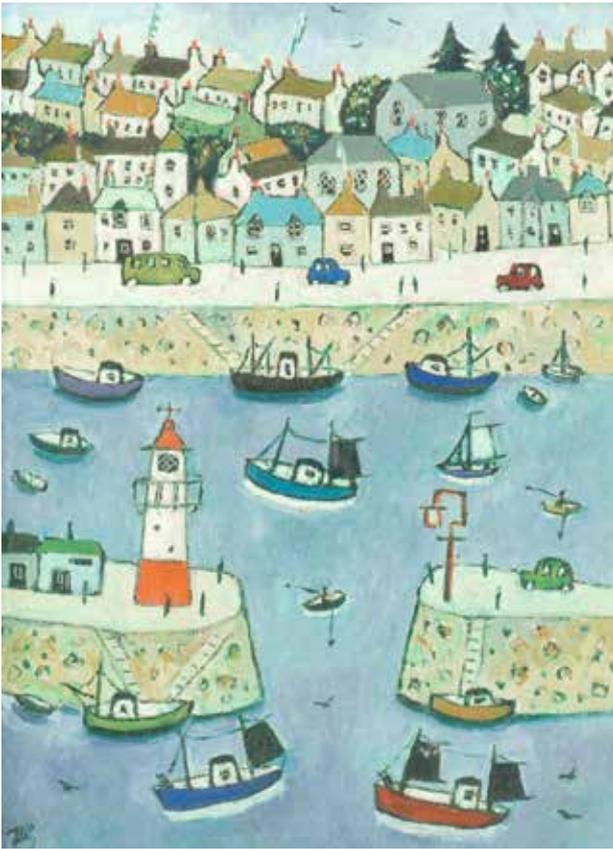
**FRED YATES (BRITISH, 1922-2008)**

'Happiness'  
signed 'Fred Yates' (on canvas verso) and  
titled (on stretcher verso),  
oil on canvas  
116 x 89cm (45 11/16 x 35 1/16in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200



13



14

14 AR

**JOAN GILLCHREST (BRITISH, 1918-2008)**

A busy harbour  
signed with initials 'JG' (lower left),  
oil on board

18 x 13.5cm (7 1/16 x 5 5/16in).

together with a copy of the book *Joan Gillchrest* by Gill Mitchell

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,200

15 AR

**FRED YATES (BRITISH, 1922-2008)**

'Brighton Pier'

signed and dated 'Fred Yates 90' (lower right);  
further signed, titled and dated (on frame

verso),

watercolour

53 x 72.5cm (20 7/8 x 28 9/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500



15

16 AR

**JOAN GILLCHREST (BRITISH, 1918-2008)**

View through a window, Mousehole  
oil on board

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

together with a letter of authenticity from the  
artist's daughter and a copy of the book *Joan  
Gillchrest* by Gill Mitchell

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,200

17 AR

**JOAN GILLCHREST (BRITISH, 1918-2008)**

Woman and cat overlooking Mousehole  
harbour

signed with initials 'JG' (lower right),  
oil on board

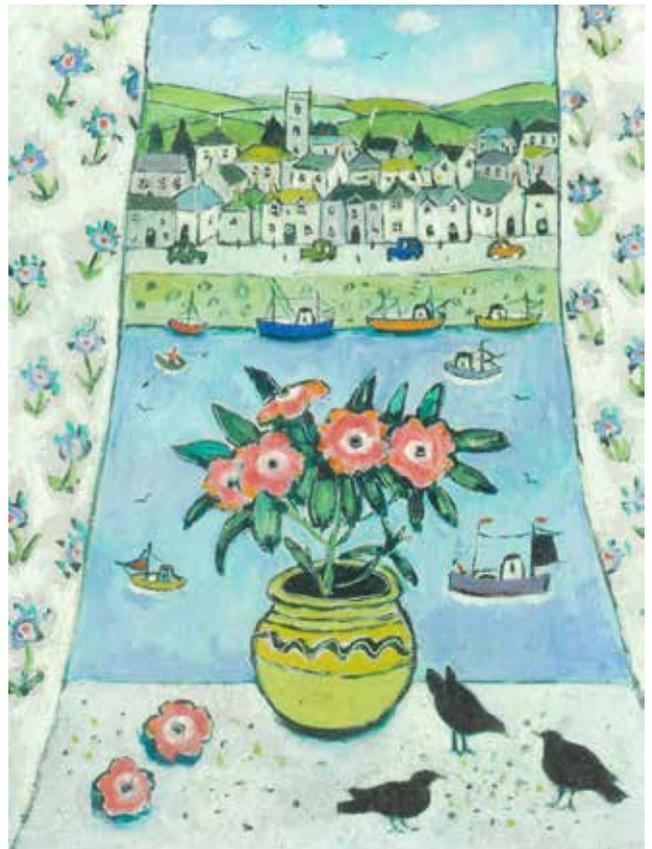
13.5 x 18.5cm (5 5/16 x 7 5/16in).

together with a copy of the book *Joan  
Gillchrest* by Gill Mitchell

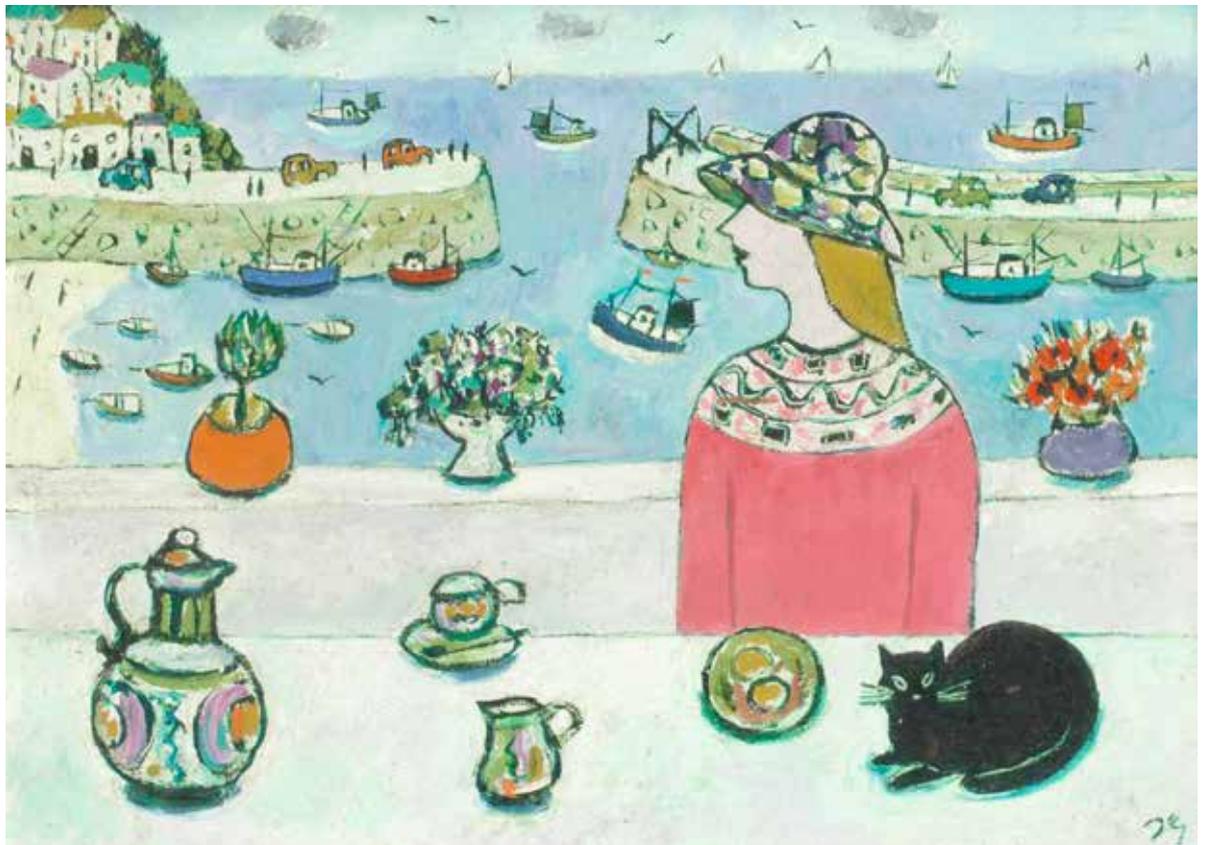
£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,200



16



17



18

18 AR

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

Letteringham

signed 'John Piper' (lower right) and indistinctly inscribed and dated  
'24.2.66' (lower left),

ink, watercolour and gouache

34.5 x 53cm (13 9/16 x 20 7/8in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,200 - 8,700

**Provenance**

With Marlborough Fine Art



19

19 AR

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

Orliaget, near Beaune

signed 'John Piper' (lower left) and inscribed and dated 'Orliaget 8 10 68' (lower centre),

ink, watercolour and gouache

35 x 53.5cm (13 3/4 x 21 1/16in).

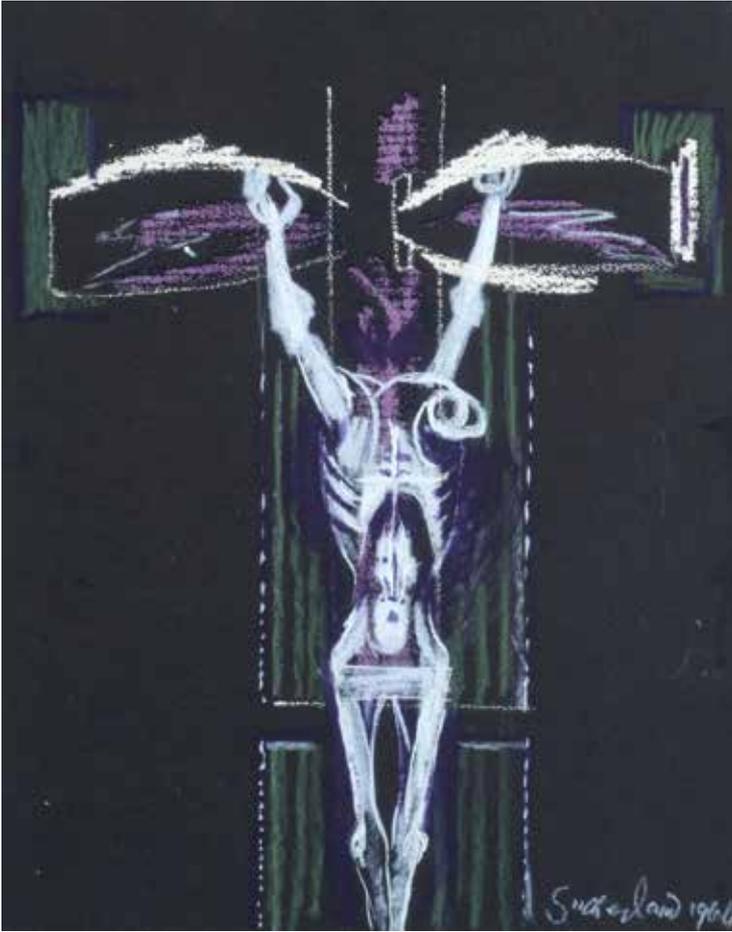
£7,000 - 10,000

€8,200 - 12,000

US\$8,700 - 12,000

**Provenance**

With Marlborough Fine Art



20

20 AR

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

Crucifixion  
signed and dated 'Sutherland 1964' (lower right), pastel and gouache over a printed base  
21 x 17cm (8 1/4 x 6 11/16in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200

**Provenance**  
With The Redfern Gallery

Graham Sutherland converted to Catholicism in 1926 and from 1950 to the end of his life he was deeply involved in religion and would often depict religious symbolism in his work. In 1944 Sutherland was commissioned by Walter Hussey to paint *The Crucifixion* for St Matthew's Church in Northampton and later Sutherland would spend several years working on the large scale tapestry *Christ in Glory* for Basil Spence's new Coventry Cathedral.

21 AR

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

Figure in a landscape  
signed 'Sutherland' (upper right), collage and mixed media on paper  
19.5 x 23.5cm (7 11/16 x 9 1/4in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200

**Provenance**  
With The Redfern Gallery



21

22 AR

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

Mine  
dated '1939' (upper right),  
pencil, ink and watercolour  
7 x 13cm (2 3/4 x 5 1/8in).

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



22

23 AR

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

Yellow landscape  
pencil, ink and watercolour  
10 x 20cm (3 15/16 x 7 7/8in).

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



23

24 AR

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

Still Life  
dated '1949' (upper right),  
pencil, pastel, watercolour and gouache  
14 x 26cm (5 1/2 x 10 1/4in).

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



24



25

25 AR

**SIR NOËL COWARD (BRITISH, 1900-1973)**

The Yacht  
signed 'NOËL COWARD' (lower right),  
oil on canvas  
50.5 x 40.5cm (19 7/8 x 15 15/16in).

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

**Provenance**

Sale, Christie's 28 November 1996, Lot 100

26 AR

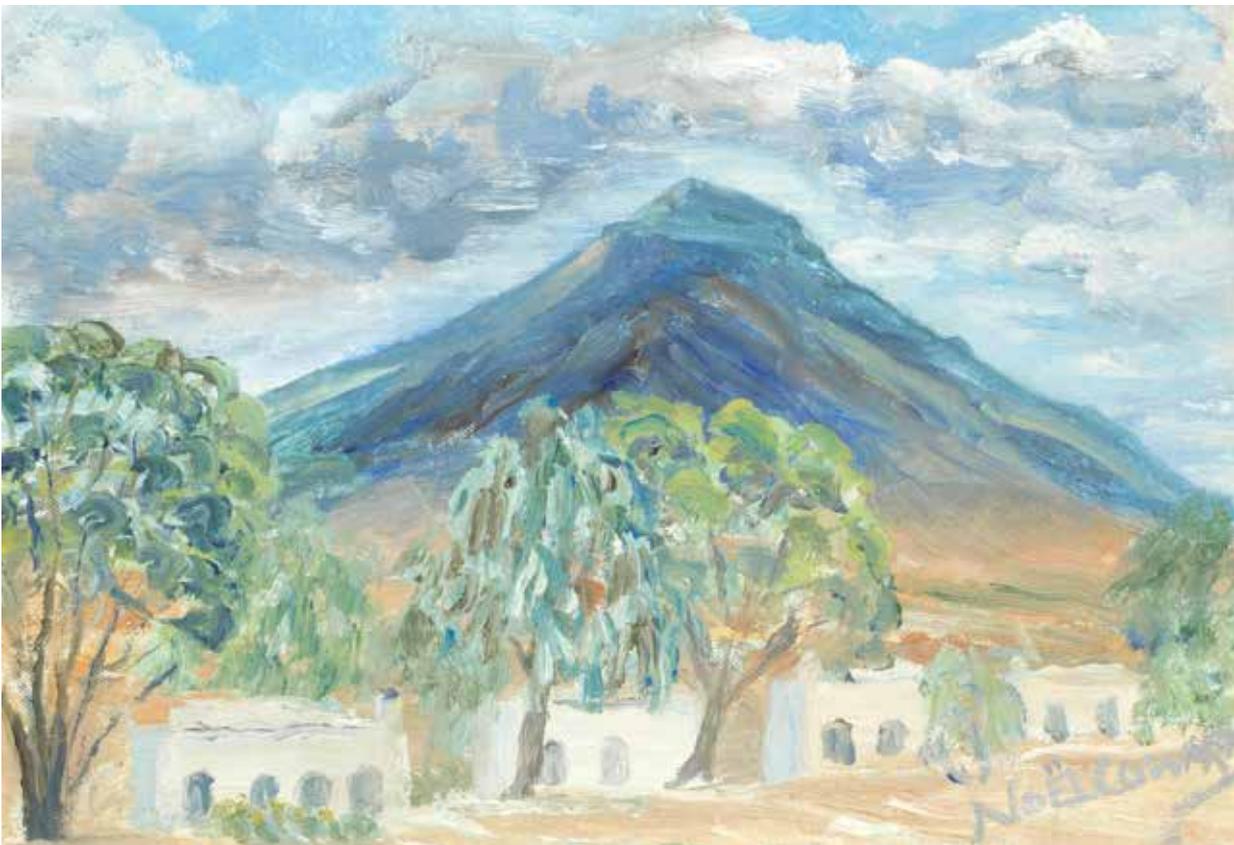
**SIR NOËL COWARD (BRITISH, 1900-1973)**

Landscape, West Indies  
signed 'NOËL COWARD' (lower right),  
oil on canvas board  
18 x 25cm (7 1/16 x 9 13/16in).

£800 - 1,200  
€940 - 1,400  
US\$1,000 - 1,500

**Provenance**

Sale, Sotheby's, 16 May 1996, Lot 266



26

27 AR

**SIR NOËL COWARD (BRITISH, 1900-1973)**

Fisher Boys, Jamaica  
signed 'NOEL COWARD' (lower left),  
oil on canvas board  
36 x 26cm (14 3/16 x 10 1/4in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

**Provenance**

Sale, Christie's, 23 March 1995, lot 254

28 AR

**SIR NOËL COWARD (BRITISH, 1900-1973)**

Village store in Jamaica  
signed 'NOËL COWARD' (lower right),  
oil on canvas laid to board  
52 x 61cm (20 1/2 x 24in).

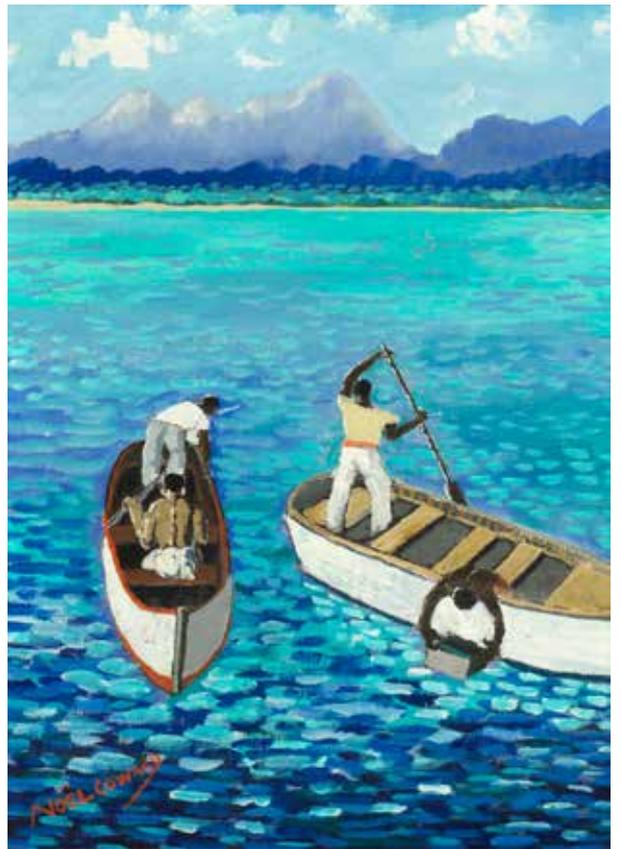
£7,000 - 9,000

€8,200 - 11,000

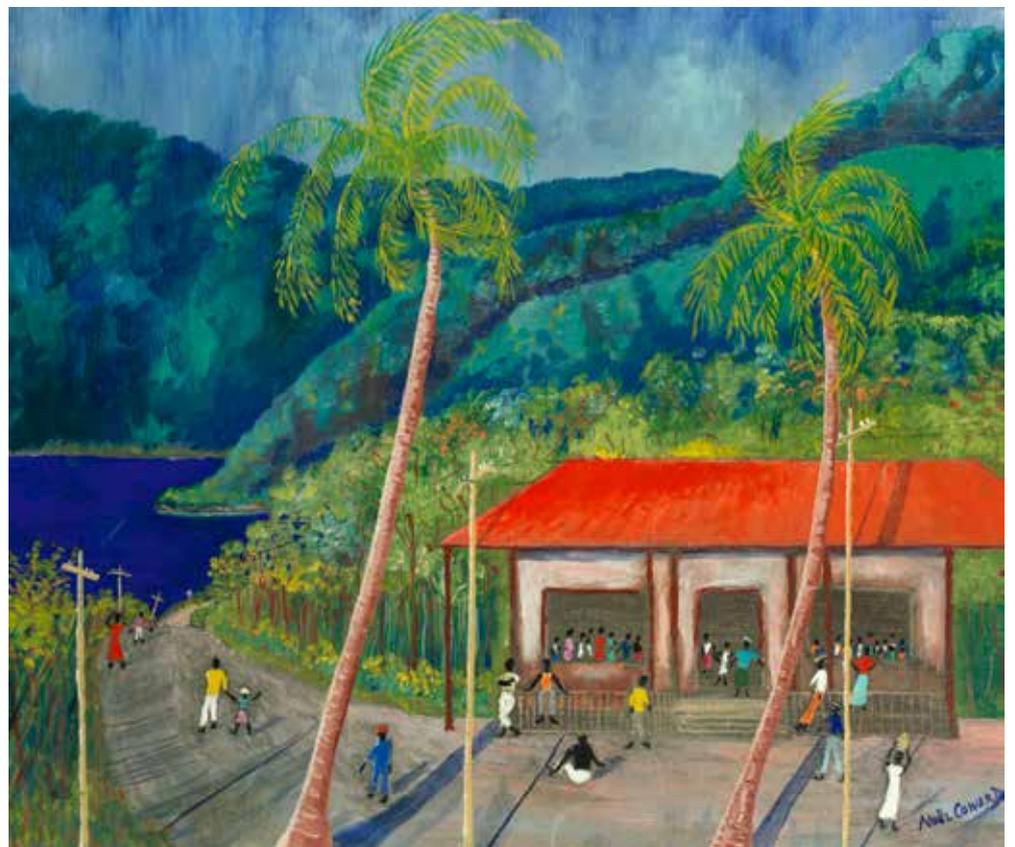
US\$8,700 - 11,000

**Provenance**

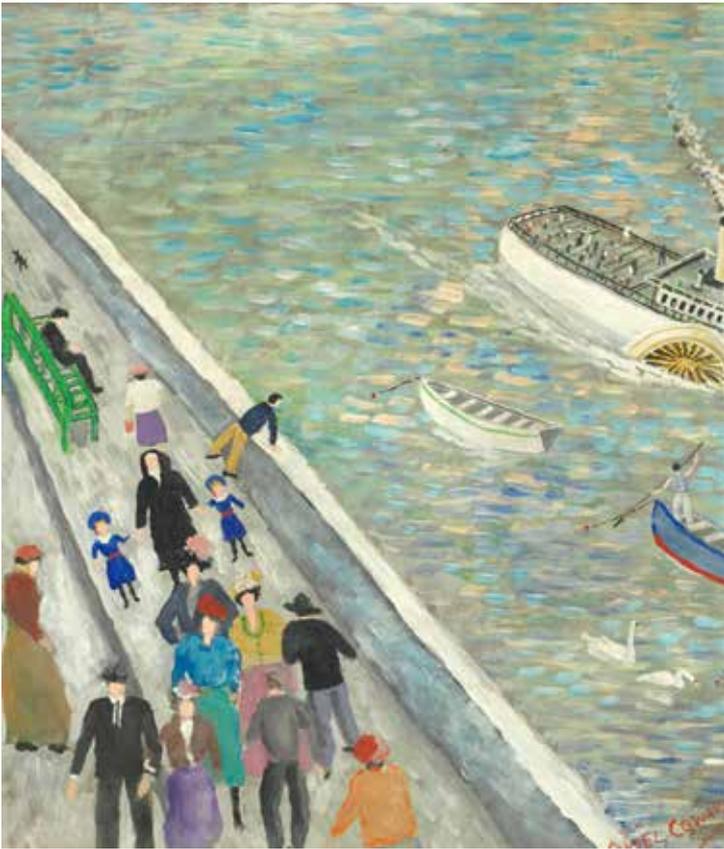
Sale, Christie's, 28 November 1999, Lot 99



27



28



29 AR

**SIR NOËL COWARD (BRITISH, 1900-1973)**

Blue harbour with paddle steamer  
signed 'NOËL COWARD' (lower right),  
oil on board  
38 x 32.5cm (14 15/16 x 12 13/16in).

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

30 AR

**SIR NOËL COWARD (BRITISH, 1900-1973)**

Bathers on the edge of a lake in Switzerland  
signed 'NOËL COWARD' (lower left),  
oil on board  
30.5 x 38.5cm (12 x 15 3/16in).

£800 - 1,200  
€940 - 1,400  
US\$1,000 - 1,500

**Provenance**

Sale, Christie's, 26 October 1995, Lot 45

29



30

31 AR

**HELEN BRADLEY (BRITISH, 1900-1979)**

'Down the River in Twilight'  
signed with fly insignia and dated '1969'  
(lower right); inscribed with title, further signed  
and dated and inscribed '*In the pale twilight  
mist from the river turned trees and woods on  
Angels Blue*' (on board verso), watercolour  
36 x 54cm (14 3/16 x 21 1/4in).

£800 - 1,200  
€940 - 1,400  
US\$1,000 - 1,500

32 AR

**HELEN BRADLEY (BRITISH, 1900-1979)**

Lake scene  
signed with fly insignia and dated 1968' (lower  
left), watercolour  
37.5 x 57cm (14 3/4 x 22 7/16in).

£800 - 1,200  
€940 - 1,400  
US\$1,000 - 1,500

33 AR

**STANLEY ROY BADMIN R.W.S. (BRITISH,  
1906-1989)**

Evening on the Thames, Maidenhead  
signed 'S.R.Badmin/Maidenhead Eve' (lower  
right),  
pencil and watercolour  
19 x 23cm (7 1/2 x 9 1/16in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900

**Provenance**

With Spink  
Sale, Sotheby's London, 22nd July 1987, Lot  
129



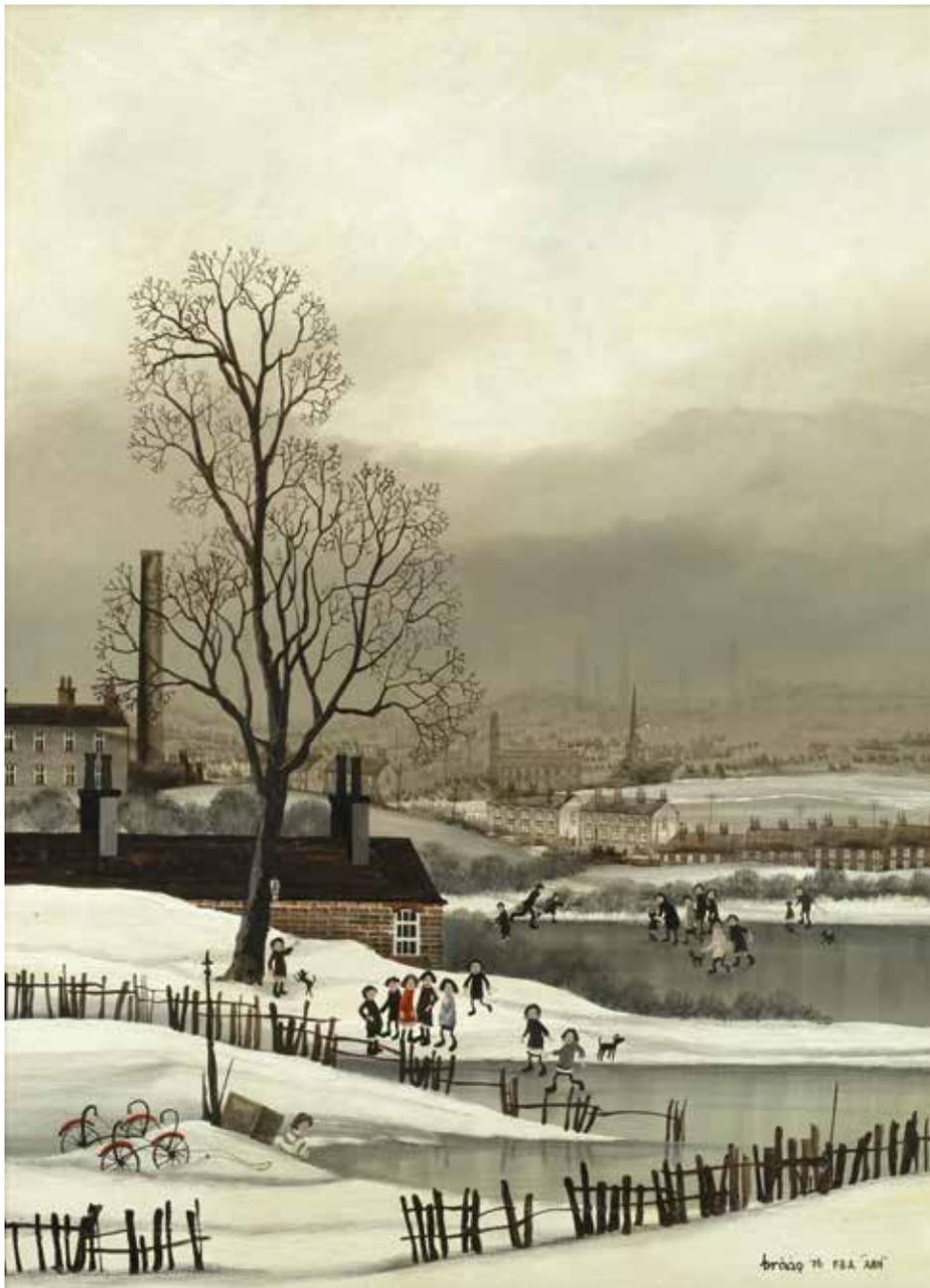
31



32



33



34

34 AR

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

Children playing on a frozen pond  
signed, dated and inscribed 'braaq 76 F.B.A "ANN"' (lower right), oil on  
board

60 x 44.5cm (23 5/8 x 17 1/2in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,500 - 10,000



35

35 AR

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

'That'll teach yer'

signed, dated and inscribed 'braaq 77 "ANN"' (lower left); inscribed with title (on board verso),

oil on board

25.5 x 30.5cm (10 1/16 x 12in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,500 - 10,000

**Provenance**

With King Street Galleries where purchased in 1978

Thence by family descent



36

36 AR

**GEORGE HAMMOND STEEL (BRITISH, 1900-1960)**

White cottages  
signed 'HAMMOND STEEL' (lower right),  
oil on board  
19.5 x 27cm (7 11/16 x 10 5/8in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900



37

37 AR

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

'Beach Huts no. 2'; 'Beach Scene no.2'  
a pair; both signed with initials 'DMc' (lower  
right); further signed and titled (on board  
verso),  
oil on canvas laid to board  
each 17.5 x 20cm (7 x 8in)(2)  
together with a watercolour landscape by the  
same hand (3)

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

38 AR

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

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

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900



38

39 AR

**ANTHONY GROSS (BRITISH, 1905-1984)**

'Haberdashers Hall'  
signed and dated 'Anthony Gross 1941'  
(lower right) and titled and further dated (lower  
left),

ink, watercolour and gouache

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

together with another watercolour by the  
same hand (2)



39

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,200

40 AR

**JULIAN BARROW (BRITISH, 1939-2013)**

Royal Hospital, Chelsea

signed and dated 'Julian Barrow/87' (lower  
right),

oil on canvas

51 x 81cm (20 1/16 x 31 7/8in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500



40

41 AR

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

Kessingland beach

signed 'C.A Mellon' (lower left); inscribed  
'Grey day Kessingland/Early Sept 11.30 am'  
(on board verso),

oil on board

23.5 x 30.5cm (9 1/4 x 12in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

**Provenance**

With Mandell's Gallery, Norwich

Private collection, U.K (acquired from the  
above in 1975, and thence by descent).



41



42



43

42 AR

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

Rye Harbour  
signed 'Cuming' (lower left),  
oil on board  
26 x 31cm (10 1/4 x 12 3/16in).

£1,500 - 2,000  
€1,800 - 2,300  
US\$1,900 - 2,500

**Exhibited**

New Grafton Gallery, 16th November 1993

43 AR

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

Venice scene  
signed 'Ken Howard' (lower right),  
oil on canvas  
15 x 60.5cm (5 7/8 x 23 13/16in).

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



44



45

44 AR

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

Evening by the river  
signed 'Cuming' (lower left),  
oil on board  
29.5 x 40cm (11 5/8 x 15 3/4in).

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

45 AR

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

Evening Bathers, Arcachon  
signed 'Cuming' (lower left),  
oil on board  
32 x 61.5cm (12 5/8 x 24 3/16in).

£2,500 - 3,500  
€2,900 - 4,100  
US\$3,100 - 4,400



46

46 AR

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

Nude brushing her hair  
signed with initials 'BD' (lower left),  
oil on canvas

44 x 55cm (17 5/16 x 21 5/8in).

with a landscape oil sketch (on canvas verso)

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

47 AR

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

Reclining female nude  
signed with initials 'BD' (lower left), oil on  
canvas

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

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200



47



48

48 AR

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

Sarah, Mousehole Interior I  
signed 'Ken Howard' (lower left),  
oil on canvas  
41 x 30.5cm (16 1/8 x 12in).

£4,000 - 6,000  
€4,700 - 7,000  
US\$5,000 - 7,500

**Exhibited**

New Grafton Gallery, 29th March 1990, cat.no.17



49

49 AR

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

Sarah, Mousehole Interior III  
signed 'Ken Howard' (lower right),  
oil on canvas  
41 x 30.5cm (16 1/8 x 12in).

£4,000 - 6,000  
€4,700 - 7,000  
US\$5,000 - 7,500

**Exhibited**

New Grafton Gallery, 29th March, 1990, cat.no.19



50



52

50 AR

**KEITH VAUGHAN (BRITISH, 1912-1977)**

Standing figure  
 stamped with initials 'K.V.' and dated '9.III.54' (lower right),  
 pencil  
 38 x 28cm (14 15/16 x 11in).

£1,000 - 1,500  
 €1,200 - 1,800  
 US\$1,200 - 1,900

**Provenance**

With The Redfern Gallery where purchased by the present owner in 2003

51 AR

**KEITH VAUGHAN (BRITISH, 1912-1977)**

Seated figure  
 stamped with initials 'K.V.' (lower right),  
 pencil  
 28 x 20.5cm (11 x 8 1/16in).  
 together with a pen and ink drawing of a standing male by the same hand (2)

£1,500 - 2,000  
 €1,800 - 2,300  
 US\$1,900 - 2,500

**Provenance**

With The Redfern Gallery

52 AR

**DUNCAN GRANT (BRITISH, 1885-1978)**

Seated male nude  
 signed with initials 'DG' (lower right),  
 pen, chalk and charcoal  
 37.5 x 26cm (14 3/4 x 10 1/4in).  
 together with two further male nude sketches by the same hand (3)

£1,000 - 1,500  
 €1,200 - 1,800  
 US\$1,200 - 1,900



51



55

53 AR

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

Nude study  
signed 'Frank Dobson/53' (lower left),  
charcoal and chalk  
47 x 31cm (18 1/2 x 12 3/16in).

£1,500 - 2,000  
€1,800 - 2,300  
US\$1,900 - 2,500

**Provenance**  
With Abbott & Holder

54 AR

**DUNCAN GRANT (BRITISH, 1885-1978)**

Kneeling male nude  
signed with initials and dated 'DG/18 March .(48)' (lower left),  
charcoal and chalk  
61 x 46.5cm (24 x 18 5/16in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900

55

**MARK GERTLER (BRITISH, 1891-1939)**

Standing female nude  
signed 'Mark Gertler' (lower left),  
pencil  
25.5 x 15cm (10 1/16 x 5 7/8in).

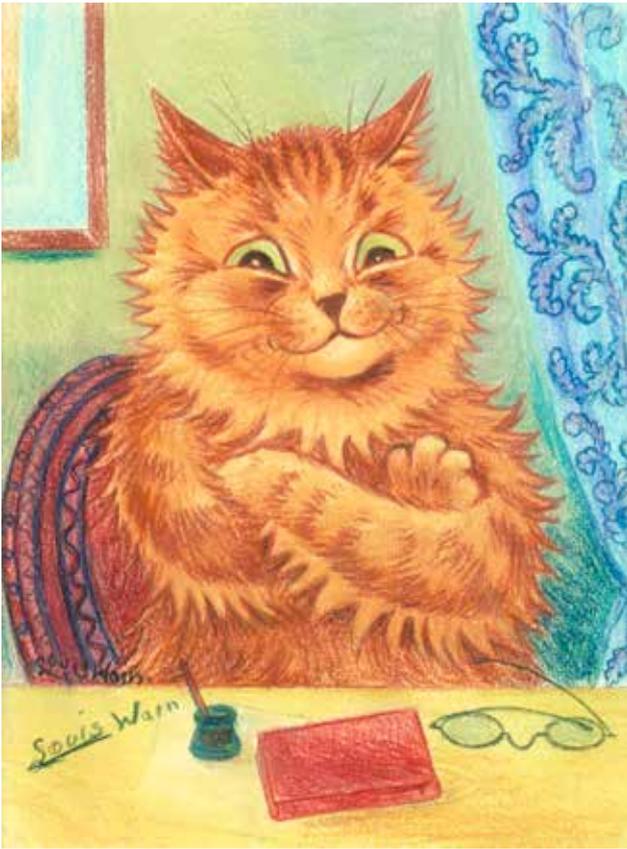
£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900



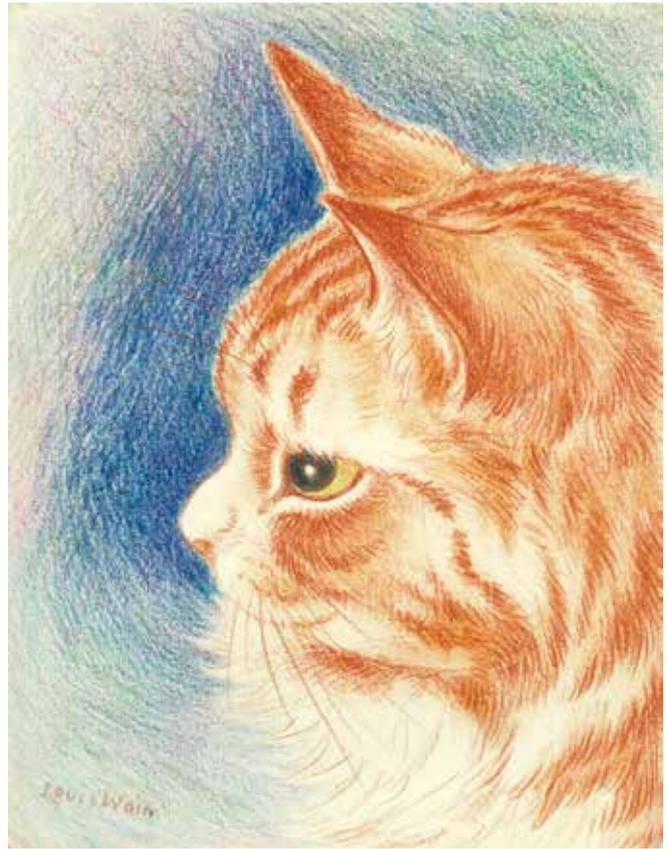
53



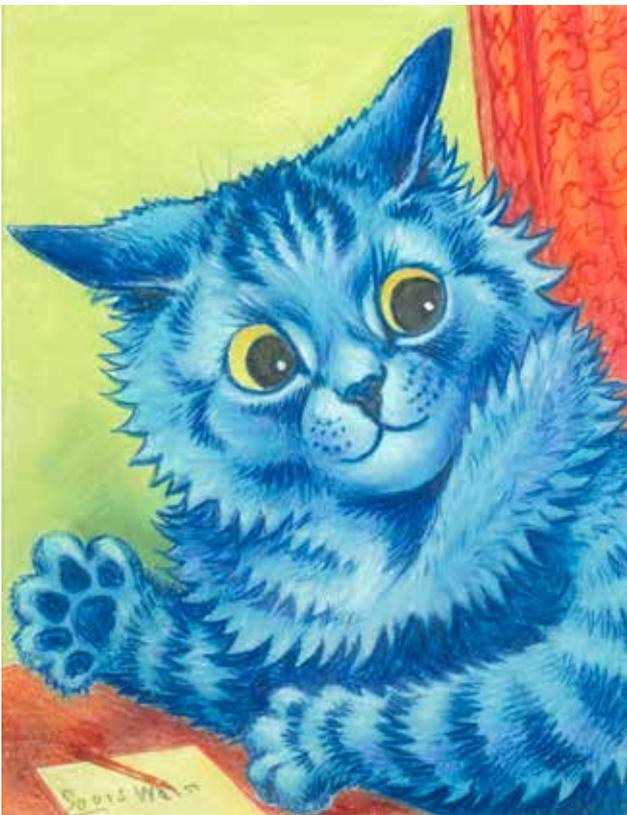
54



56



57



56

56

**LOUIS WAIN (BRITISH, 1860-1939)**

Portrait of an orange cat  
pastel

22.5 x 17.5cm (8 7/8 x 6 7/8in).

together with three further cat portraits by the same hand (4)

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

**Provenance**

The artist and thence by family descent;  
Private Collection, UK

57

**LOUIS WAIN (BRITISH, 1860-1939)**

Pensive cat  
coloured pencil

23 x 17.5cm (9 1/16 x 6 7/8in).

together with 21 further works on paper by the same hand (all unframed)(22)

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

**Provenance**

The artist and thence by family descent;  
Private Collection, UK



58



59

58

**LOUIS WAIN (BRITISH, 1860-1939)**

The King and Puss in Boots  
 six works framed as one, ink, watercolour and bodycolour  
 32.5 x 56cm (12 3/4 x 22in)(overall size)

£1,500 - 2,000  
 €1,800 - 2,300  
 US\$1,900 - 2,500

**Provenance**

The artist and thence by family descent;  
 Private Collection, UK

59 AR

**BERYL COOK (BRITISH, 1926-2008)**

Wait for it  
 signed 'B.Cook' (lower right),  
 oil on board  
 33 x 53cm (13 x 20 7/8in).

£3,000 - 5,000  
 €3,500 - 5,900  
 US\$3,700 - 6,200



60

60 AR

**DAVID JONES (BRITISH, 1895-1974)**

Standing Nude

signed and dated 'David Jones/27' (lower right) and further dated

'14.4.27..' (upper right), pencil

36.2 x 25.4 cm. (14 1/4 x 10 in.)

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

**Provenance**

With The Redfern Gallery, London, 17 August 1956

With James S. Jaffe, Pennsylvania

Acquired from the above by the present owner in the 1990s

Private Collection, U.K.



61

61 AR

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

'Girl on beach'

signed and dated 'R. Eurich 83' (lower left); further signed, dated and

titled (on board verso),

pencil

24 x 17cm (9 7/16 x 6 11/16in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,200

62 AR

**SIR JACOB EPSTEIN (BRITISH, 1880-1959)**

Reclining female nude  
signed 'Epstein' (upper left), pencil  
44.5 x 55cm (17 1/2 x 21 5/8in).

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



62

63

**CHRISTOPHER WOOD (BRITISH, 1901-1930)**

Nude Study  
pencil  
19 x 28.5cm (7 1/2 x 11 1/4in).

£800 - 1,200  
€940 - 1,400  
US\$1,000 - 1,500

**Provenance**

With The Redfern Gallery

64 AR

**EDWARD ARDIZZONE (BRITISH, 1900-1979)**

The artist sketching a nude  
pen and ink  
12.5 x 17.5cm (4 15/16 x 6 7/8in).

£800 - 1,200  
€940 - 1,400  
US\$1,000 - 1,500

**Provenance**

Sale, Christie's London, 2 May 1989, Lot 3



63



64



65

65 AR

**ALAN LOWNDES (BRITISH, 1921-1978)**

Factory street  
signed 'Alan Lowndes' (lower left),  
oil on paper laid to board  
19 x 23.5cm (7 1/2 x 9 1/4in).

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

**Provenance**

W.R Brinton, 1913  
Thence by family descent to the present  
owner  
Private Collection, U.K.

66 AR

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

A street in France  
signed and dated 'Julian Trevelyan 1937'  
(lower left),  
pencil and gouache  
36 x 53cm (14 3/16 x 20 7/8in).

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



66

67 AR

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

Waterfall, Cwm Idwal  
signed with initials 'KW' (lower right), ink and wash  
75 x 55cm (29 1/2 x 21 5/8in).

£2,500 - 3,500

€2,900 - 4,100

US\$3,100 - 4,400

**Provenance**

With Thackeray Gallery

68 AR

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

Landscape with ploughed fields  
signed 'Sheila Fell' (lower left),  
ink and wash heightened with white  
52.5 x 64cm (20 11/16 x 25 3/16in).

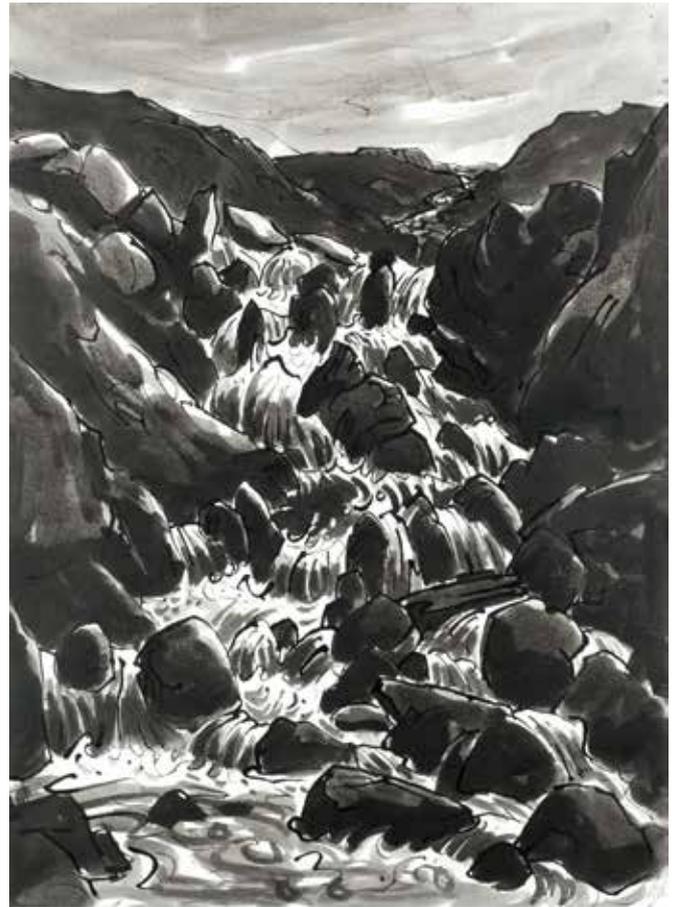
£2,500 - 3,500

€2,900 - 4,100

US\$3,100 - 4,400

**Provenance**

Private Collection, U.K.



67



68



69

69 AR

**FRED YATES (BRITISH, 1922-2008)**

Butterflies

oil on canvas

38 x 55cm (14 15/16 x 21 5/8in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500



70

70 AR

**FRED YATES (BRITISH, 1922-2008)**

'Metropolis/End of the World'

signed 'FRED YATES' (lower left); and further

signed 'F Yates' (on canvas verso) and titled

(on stretcher verso),

oil on canvas

80 x 80cm (31 1/2 x 31 1/2in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

71 AR

**FRED YATES (BRITISH, 1922-2008)**

Muscle beach  
signed 'FRED YATES' and titled 'MUSSEL  
BEACH'[sic] (lower right),  
oil on canvas  
45 x 54cm (17 11/16 x 21 1/4in).

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



71

72 AR

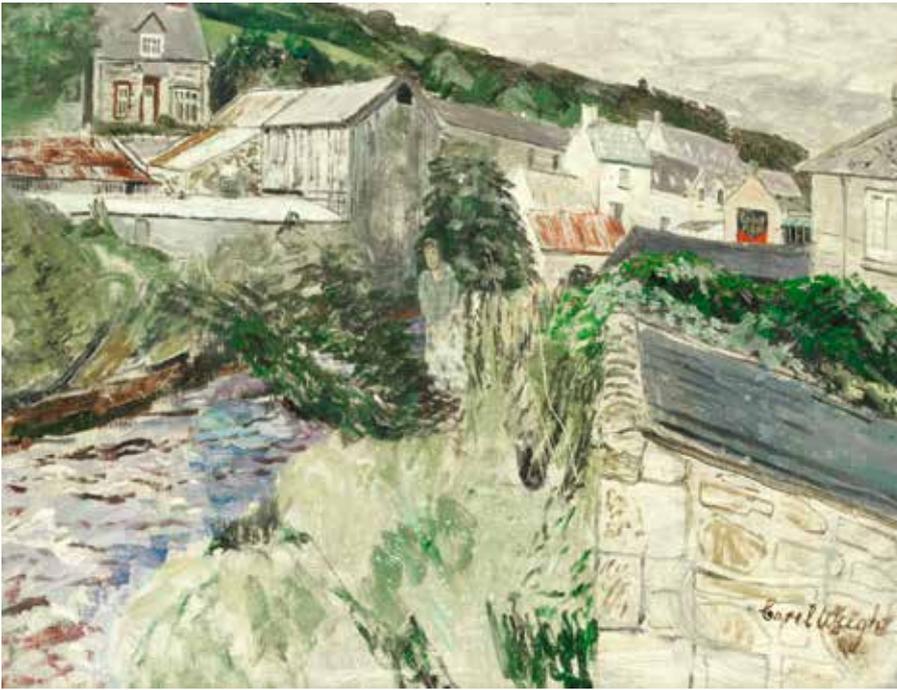
**FRED YATES (BRITISH, 1922-2008)**

What would mother say?  
oil on canvas  
98 x 98cm (38 9/16 x 38 9/16in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200



72



73

73 AR

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

'Irish river'  
signed 'Carel Weight' (lower right); signed, titled and dated '1963' (on handwritten label verso),  
oil on board  
41.5 x 53cm (16 5/16 x 20 7/8in).

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

74 AR

**PERCY SHAKESPEARE (BRITISH, BORN 1906)**

'December on the Downs, Wartime'  
signed 'PERCY SHAKESPEARE' (lower right),  
oil on canvas  
62.5 x 92.5cm (24 5/8 x 36 7/16in).

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

**Provenance**

Dudley Libraries, Museums and Arts  
Department, date of accession 1971

**Exhibited**

Paisnel Gallery, *Autumn Exhibition*, 30th  
October, 1985

The current lot was painted during wartime when the artist was stationed at Roedean School in East Sussex. He was tragically killed by a German bomber in 1943 whilst walking alone in Brighton.



74

75 AR

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

'Sunflowers in a Blue Bucket'  
signed 'BRATBY' (upper right); titled (on  
canvas verso),  
oil on canvas  
116.5 x 86.5cm (45 7/8 x 34 1/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

**Provenance**

With The Zwemmer Gallery

76 AR

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

Still life of mixed flowers in a vase  
signed 'Carel Weight' (upper right),  
oil on board  
46 x 55cm (18 1/8 x 21 5/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200



75



76



77 AR

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

At the circus; Clown with dog  
a pair; both signed 'Ruskin Spear' (lower right),  
oil on board  
each 82 x 21cm (32 1/4 x 21in)(2)

£3,500 - 4,500

€4,100 - 5,300

US\$4,400 - 5,600

78 AR

**WILLIAM BROOKER (BRITISH, 1918-1983)**

Snooker

signed 'Brooker' (lower right),

oil on board

50 x 35cm (19 11/16 x 13 3/4in).

Possibly exhibited as 'Snooker', Royal Academy, 1949, no. 261

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

79 AR

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

Plaice and chips

signed 'Ruskin Spear' (lower right),

oil on board

52 x 62cm (20 1/2 x 24 7/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

**Provenance**

With Crane Kalman Gallery



78



79



80

80 AR

**SIR JACOB EPSTEIN (BRITISH, 1880-1959)**

Euphemia Lamb (mask)  
bronze  
17cm (6 3/4in)(high, excluding base)

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200

**Provenance**

Neville and Brenda Ebsworth, thence by descent to the present owner

**Literature**

E.Silber, *The Sculpture of Epstein*, p.129, cat. no.35

81 AR

**SIR JACOB EPSTEIN (BRITISH, 1880-1959)**

Fourth Portrait of Leda (with cockscomb)  
bronze  
27cm (10 1/2in)(high, including base)  
Conceived in circa 1940

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

**Provenance**

Neville and Brenda Ebsworth, thence by descent to the present owner

**Literature**

R.Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.253, pl.389 (ill.b&w, another cast)  
E.Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.311, pl.188 (another cast illustrated)



81

82 AR

**SIR JACOB EPSTEIN (BRITISH, 1880-1959)**

Mask of the girl from Baku  
bronze  
17cm (6 3/4in)(high)

£800 - 1,200  
€940 - 1,400  
US\$1,000 - 1,500

**Provenance**

Neville and Brenda Ebsworth, thence by descent to the present owner

**Literature**

E. Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.194, cat.no. 354 (thought to be a unique mask based on the bust referenced above)



83 AR

**SIR JACOB EPSTEIN (BRITISH, 1880-1959)**

2nd portrait of Dolores  
bronze with black patina  
38cm (15in)(high, including base)  
Conceived in 1922

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200

**Provenance**

Neville and Brenda Ebsworth, thence by descent to the present owner

**Literature**

R.Buckle, *Jacob Epstein Sculptor*, Faber and Faber, London, 1963, p.115, pl.181 (ill.b&w, another cast)



83



84

84

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

Dance hall study  
signed 'Sickert' (lower right), chalk and  
charcoal

44 x 33cm (17 5/16 x 13in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

85 \*

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

The Music Hall stage  
charcoal and coloured chalks, squared for  
transfer

30.5 x 24.5cm (12 x 9 5/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

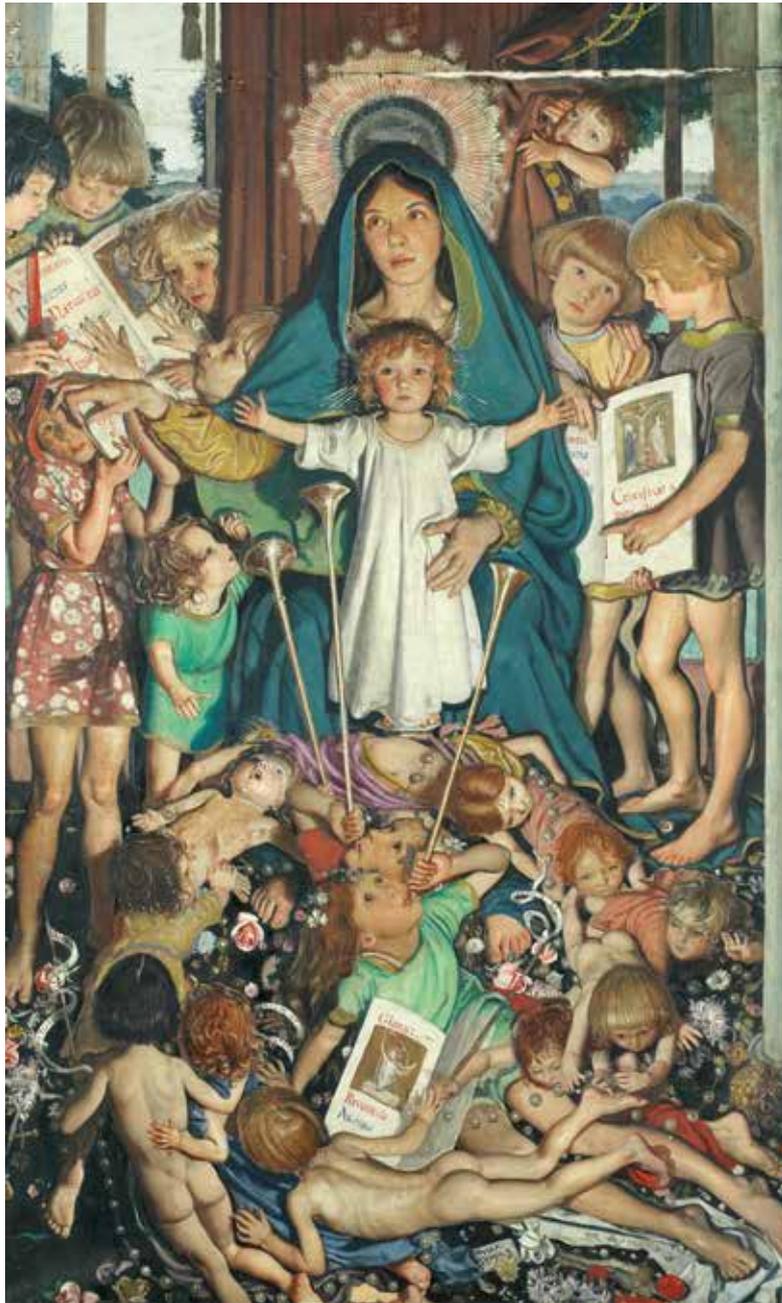
**Provenance**

With Anthony d'Offay

The subject appears to depict an artiste  
on stage at the Middlesex Music Hall, and  
thought to date from circa 1906.



85



86

86

**MARK LANCELOT SYMONS (BRITISH, 1887-1935)**

The Lauda Sion  
signed 'MARK/SYMONS' (lower right),  
oil on canvas  
100.5 x 61cm (39 9/16 x 24in).

**£4,000 - 6,000**  
**€4,700 - 7,000**  
**US\$5,000 - 7,500**

**Provenance**

Acquired directly from the artist by the family of the present owner  
Thence by descent

**Exhibited**

London, Royal Academy of Arts, 1928

**Literature**

Stephanie Wines, *Mark Symons*, Sheed & Ward, London, 1937, p.34

Speaking about the present work, Stephanie Wines comments, 'his wife was the model for Mary, and he gave rein to his delight in painting children. Once more he has given the utmost attention to detail and the colours are fresh and clear. The children on each side are arranged traditionally, indeed the posing of the Virgin, the curtain behind, and the glimpse of landscape beyond, have been done repeatedly. An original contribution to this conventional setting is the ring of children at the bottom. They are knotted together to form a living rosary, and a profusion of charmingly painted flowers is woven in and out of the rosary beads. The limbs of this coil of children are perfectly done' (Stephanie Wines, *Mark Symons*, Sheed & Ward, London, p.34).



87

87 AR

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

View towards Roundstone  
oil on canvas board  
22.5 x 26.5cm (8 7/8 x 10 7/16in).

£1,500 - 2,000  
€1,800 - 2,300  
US\$1,900 - 2,500

88 AR

**ANTHONY GROSS (BRITISH, 1905-1984)**

Stone wall and church at Coulourges  
signed and dated 'Anthony Gross/1978'  
(lower right),  
oil on canvas  
97 x 131cm (38 3/16 x 51 9/16in).

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

**Provenance**

With Abbott & Holder

**Exhibited**

London, Royal Academy, 1979  
The New Art Centre

89 AR

**EDWARD WOLFE (SOUTH AFRICAN,  
1897-1982)**

The Wall, Struben's farm  
signed 'Wolfe' (lower left),  
oil on board  
38 x 53cm (14 15/16 x 20 7/8in).

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

**Exhibited**

Art's Council of Great Britain, cat no.68



88



89

90 AR

**HENRY LAMB (BRITISH, 1883-1960)**

Proclis, Donegal  
oil on board  
24 x 32.5cm (9 7/16 x 12 13/16in).

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

**Provenance**

Sir G. Hutchinson QC  
Lord Ilford  
With The Fine Art Society, March 1979,  
London, where purchased by the family of the  
present owner  
Thence by descent

**Exhibited**

London, The Leicester Gallery, *J.L. Behrend  
Collection*, May 1962, no.6

91 AR

**DAVID TINDLE, R.A. (BRITISH, BORN  
1932)**

'Sea, Arbroath'  
signed and dated 'David Tindle/57' (lower  
right); further signed, titled and dated (on  
board verso), oil on canvas laid to board  
40 x 55cm (15 3/4 x 21 5/8in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900

92 AR

**GERALD JARMAN (BRITISH, BORN 1930)**

Shropshire landscape  
signed 'G JARMAN' (on canvas verso), oil on  
canvas  
102 x 114.5cm (40 3/16 x 45 1/16in).

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



90



91



92



93

93 AR

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

Lichères, Charente  
signed 'John Piper' (lower right),  
mixed media on paper  
38 x 56.5cm (14 15/16 x 22 1/4in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,200 - 8,700

**Provenance**

With Marlborough Fine Art, London, where purchased by  
Mrs A Wright, 17 March 1975  
Private Collection, U.K



94

94 AR

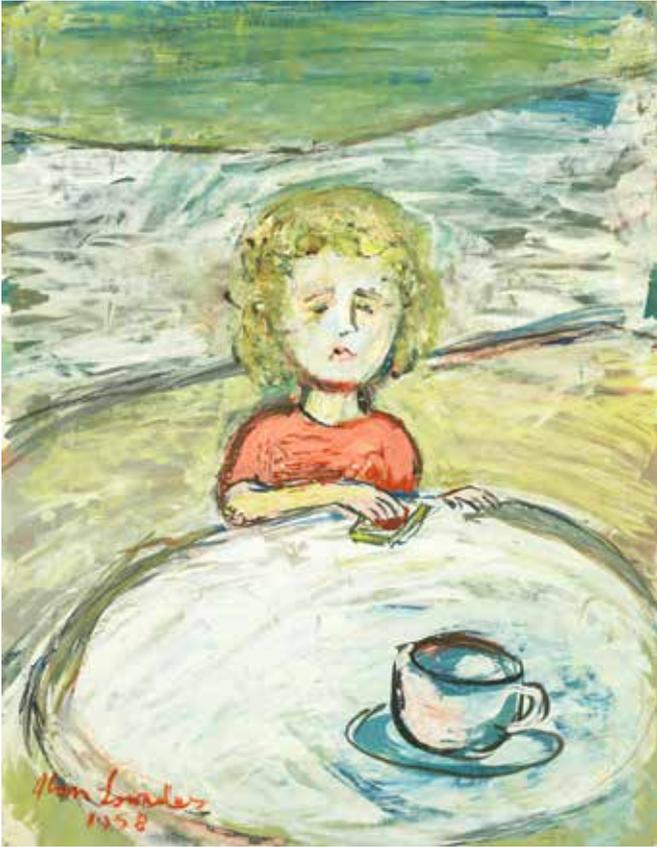
**JOHN PIPER C.H. (BRITISH, 1903-1992)**

'Castlebythe'  
signed 'John Piper', inscribed with title and dated '2 8 79' (lower right),  
ink, pastel and watercolour  
39.5 x 58cm (15 9/16 x 22 13/16in).

£7,000 - 9,000

€8,200 - 11,000

US\$8,700 - 11,000



95 AR

**ALAN LOWNDES (BRITISH, 1921-1978)**

Child at a table  
signed and dated 'Alan Lowndes/1958' (lower left),  
gouache on paper  
45.5 x 35cm (17 15/16 x 13 3/4in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500

**Exhibited**

London, Crane Kalman Gallery, *Alan Lowndes Retrospective*, 17 June 2010-13 August 2010

96 AR

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

Reclining Woman  
signed and dated 'Fedden 1990' (lower left),  
oil on board  
17 x 21cm (6 11/16 x 8 1/4in).

£2,500 - 3,500

€2,900 - 4,100

US\$3,100 - 4,400

**Provenance**

Acquired direct from the artist

95



96

97 AR

**BETTY SWANWICK (BRITISH, 1915-1989)**

Women preparing for a banquet  
watercolour  
54 x 50cm (21 1/4 x 19 11/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

**Provenance**

Sale, Bonhams, *Watercolours, drawings and paintings from the studio of the late Betty Swanwick*, 31st January 1990, lot 60

98 AR

**HENRY CLIFFE (BRITISH, 1919-1983)**

Table top still life with pipe  
Henry Cliffe studio stamp (on frame verso),  
oil on canvas  
63.5 x 76.5cm (25 x 30 1/8in).  
with oil study of a vase of flowers (on canvas verso)

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900



97



98



99

99 AR

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

The threatening sky  
signed 'David Shepherd' (lower right), oil on canvas  
23 x 41cm (9 1/16 x 16 1/8in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,200 - 10,000

**Provenance**

The Halcyon Gallery, where acquired by the present owner



100

100 <sup>AR</sup>

**DAVID SHEPHERD C.B.E. (BRITISH, BORN 1931)**

'Tyger, tyger burning bright'  
signed 'David Shepherd' (lower right); further signed and dated 'David  
Shepherd 1974' (on stretcher verso), oil on canvas  
66 x 117cm (26 x 46 1/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$19,000 - 25,000

**Provenance**

The Halcyon Gallery, where acquired by the present owner



101

101 AR

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

Isabella  
signed 'Blampied' (upper centre); titled and dated '1955' (on handwritten label verso), oil on board  
*19 x 28cm (7 1/2 x 11in).*

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,500

**Provenance**

With T & R Annan & Sons Ltd

102 AR

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

'Among the marram grass in the dunes'  
signed with initials 'BD' (lower right); titled and dated '4.90-8.90' (on board verso), oil on linen laid to board  
*22.5 x 27cm (8 7/8 x 10 5/8in).*

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

**Provenance**

With Fosse Gallery

103 AR

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

Children on the riverbank  
signed with initials 'SD' (lower right), oil on card  
*20.5 x 26cm (8 1/16 x 10 1/4in).*

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,500



102



103

104 AR

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

Ballerina  
signed 'SEVD' (lower right),  
gouache on paper  
41.5 x 23cm (16 5/16 x 9 1/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

105 AR

**SUSAN RYDER (BRITISH, BORN 1944)**

Early evening, Peyton Hall  
signed 'Ryder' (lower right),  
oil on canvas  
97 x 71cm (38 3/16 x 27 15/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500



104



105



106

106 <sup>AR</sup>

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

Venice, Campo Santi Giovanni e Paolo  
signed 'Ken Howard' (lower left), oil on canvas  
50 x 60cm (19 5/8 x 23 9/16in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200

**Provenance**  
With Fosse Gallery

107 <sup>AR</sup>

**RICHARD PRICE (BRITISH, BORN 1962)**

April Day in Venice  
signed 'Richard Price' (lower left),  
oil on canvas  
51 x 61cm (20 1/16 x 24in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900



107



108

108 AR

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

Roofs at Mousehole  
signed 'Ken Howard' (lower right),  
oil on canvas  
61 x 122cm (24 x 48 1/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 15,000

**Provenance**

With Ackermann and Johnson



109

109 AR

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

Untitled

studio stamp (on paper verso), pen, ink and watercolour

41 x 12cm (16 1/8 x 4 3/4in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

110 AR

**JOHN WELLS (BRITISH, 1907-2000)**

Composition

signed, inscribed and dated 'John Wells/1961-62/ANCHOR STREET/TREWARVENETH STREET/NEWLYN.W. CORNWALL.' (verso)

oil on board

60.8 x 53.3 cm. (24 x 21 in.)

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,500

**Provenance**

With The Waddington Galleries, London Sale; Phillips, London, 4 June 1991, lot 102 With The Wills Lane Gallery, St Ives, 1991, where acquired by the present owner Private Collection, U.K.



110



111

111 \* AR

**BRIAN CLARKE (BRITISH, BORN 1953)**

Untitled

signed and dated 'Brian Clarke 1984' (lower centre),  
acrylic and collage on paper

194 x 107cm (76 3/8 x 42 1/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200



112

112 AR

**ALBERT IRVIN RA (BRITISH, 1922-2015)**

Blenkarne 4

signed and dated 'Irvin '94' (lower right),  
gouache

56 x 76cm (22 1/16 x 29 15/16in).

£3,500 - 5,500

€4,100 - 6,500

US\$4,400 - 6,900

**Provenance**

With Gimpel Fils Gallery

113 \* AR

**LYNN CHADWICK R.A. (BRITISH, 1914-2003)**

Standing Woman III  
signed with initial and numbered 'C/  
C57S/8/9' (underneath)  
bronze with a black patina and polished face  
30.5 cm. (12 in.) high  
Conceived in 1987

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 15,000

**Provenance**

Private Collection, Australia

**Literature**

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Aldershot, 2014, p.371, cat.no.C57S (another cast)

114 AR

**DENIS MITCHELL (BRITISH, 1912-1993)**

Poltesco  
stamped with initials, numbered and dated  
'DAM 84 2' (at the base of the bronze); further  
signed with initials, titled and dated again  
'POLTESCO DAM 84' (under the base)  
part polished bronze with a green patina on a  
slate base  
44.7 cm. (17 5/8 in.) high (excluding the slate  
base)

£6,000 - 8,000

€7,000 - 9,400

US\$7,500 - 10,000

**Provenance**

Acquired directly from the Artist by the  
present owner, circa 1990  
Private Collection, U.K.

**Exhibited**

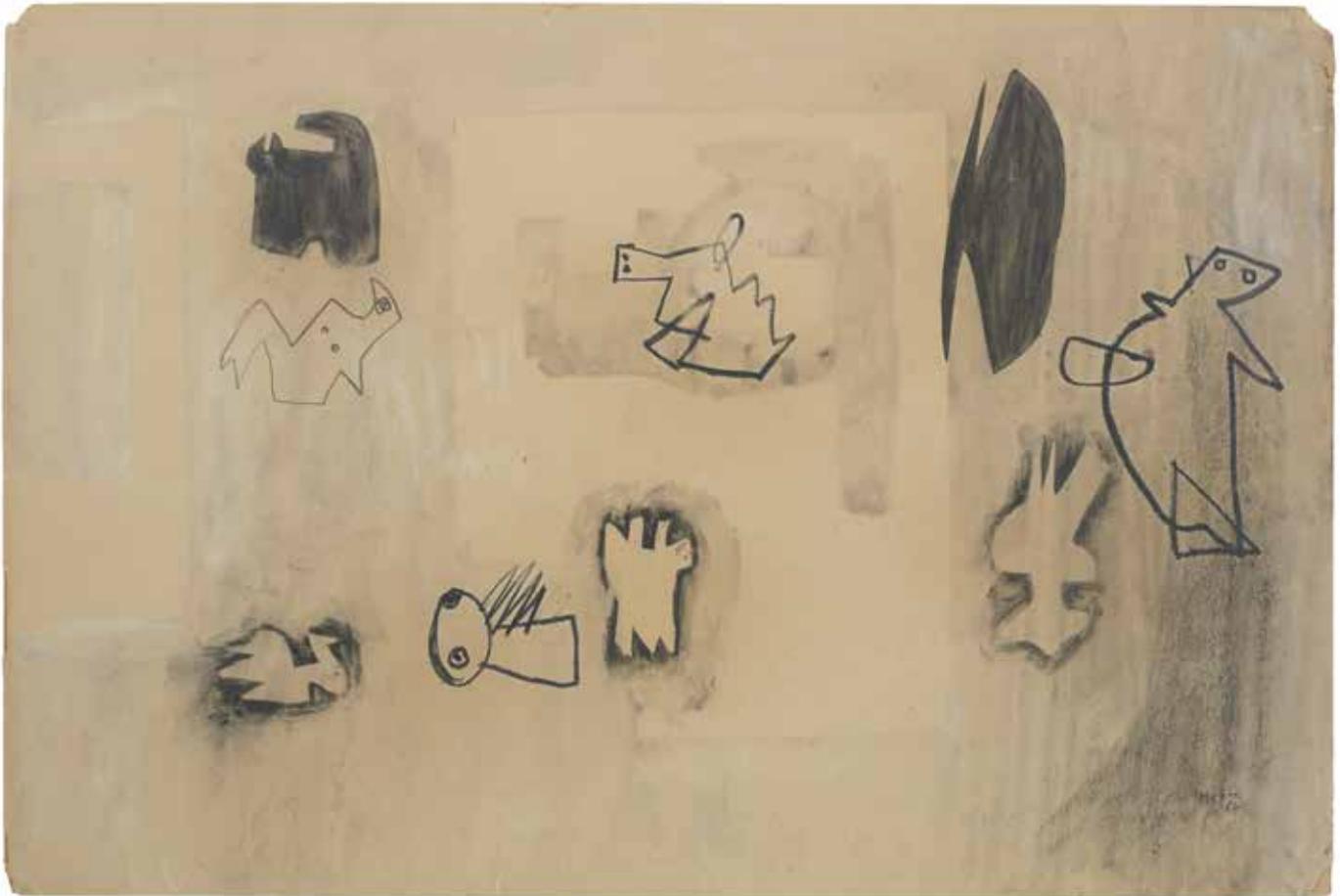
Newlyn, Newlyn Art Gallery, *Denis Mitchell, Sculpture & Drawings*, 1-27 November 1985, cat.no.28 (another cast)



113



114



115

115 \* AR

**HENRY MOORE O.M., C.H. (BRITISH, 1898-1986)**

Studies for Sculpture

signed and dated 'Moore/36' (lower right)

pencil, chalk and wash

37.5 x 55.8 cm. (14 3/4 x 22 in.)

This work is recorded with the Henry Moore Foundation as HMF 1248a

£6,000 - 8,000

€7,000 - 9,400

US\$7,500 - 10,000

**Provenance**

Sale; Sotheby's, London, 1 April 1981, lot 279

Sale; Sotheby's, London, 24 March 1999, lot 267

Private Collection, Australia

**Literature**

Ann Garrould (ed.), *Henry Moore, Complete Drawings 1984-86, Volume 7, Addenda and Index 1916-86*, The Henry Moore Foundation and Lund Humphries, Much Hadham and Hampshire, pp.20-21 (ill.b&w)



116

116 \* AR

**IVON HITCHENS (BRITISH, 1893-1979)**

'Footbridge over a woodland stream'  
signed 'Hitchens' (lower left); further signed, titled and dated '1955-58'  
(on artist's handwritten label verso), oil on canvas  
40.5 x 74.5cm (15 15/16 x 29 5/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$25,000 - 37,000

**Provenance**

Purchased direct from the artist by the present owner



117

117 AR

**ROGER HILTON (BRITISH, 1911-1975)**

Untitled  
signed with initials 'R.H/73' (lower left),  
pencil, charcoal, ink and gouache  
21 x 30cm (8 1/4 x 11 13/16in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,500

**Provenance**

With Hilton Fine Art

118 AR

**CERI RICHARDS (BRITISH, 1903-1971)**

Pianist  
studio stamp (lower left),  
charcoal and crayon  
20.5 x 28cm (8 1/16 x 11in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500

**Provenance**

With Martin Tinney Gallery

119 AR

**ALLEN JONES RA (BRITISH, BORN 1937)**

'Biro girls'  
signed and dated 'Allen Jones 63' (lower  
right) and titled (lower left),  
pencil and biro  
18 x 24cm (7 1/16 x 9 7/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

**Provenance**

With Arthur Tooth & Sons Ltd



118



119

120

**MICHAEL CANNEY (BRITISH, 1923-1999)**

Red and black circles  
signed and dated 'Michael Canney '65' (on  
board verso),  
oil on board  
24.5 x 24.5cm (9 5/8 x 9 5/8in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

121

**MICHAEL CANNEY (BRITISH, 1923-1999)**

One-two-three  
signed and dated 'Michael Canney '65' (on  
board verso),  
oil on board  
24.5 x 25.5cm (9 5/8 x 10 1/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700



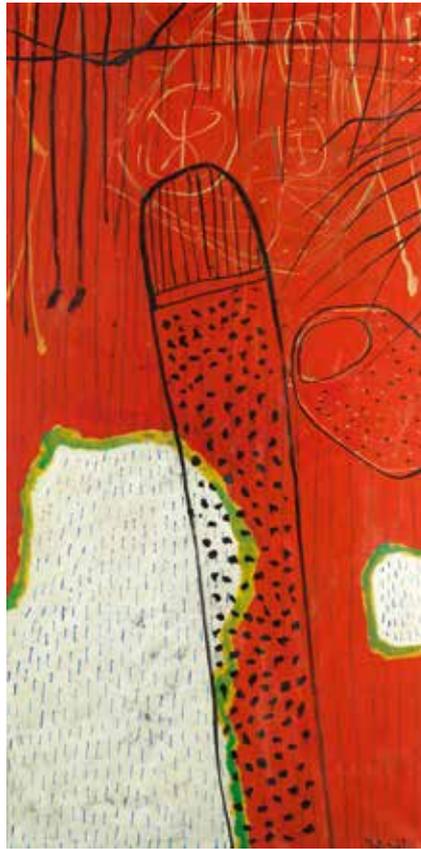
120



121



122



124



123

122 AR

**FRANK AVRAY WILSON (BRITISH, 1914-2009)**

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

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900

**Provenance**

The artist and thence by descent

123 AR

**JANKEL ADLER (POLISH, 1895-1949)**

Study for King David  
oil on board  
42 x 28.5cm (16 9/16 x 11 1/4in).

£1,500 - 2,000  
€1,800 - 2,300  
US\$1,900 - 2,500

**Provenance**

With Victor Waddington

124 AR

**MARTIN BRADLEY (BRITISH,  
BORN 1931)**

'Jardin'

signed 'Martin 63 (lower right); inscribed with  
title, further signed and dated 'Jardin/Martin  
Bradley/1963' (on canvas verso),  
oil on canvas,  
134 x 68cm (52 3/4 x 26 3/4in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

**Provenance**

With Galleria San Carlo, Milano

125 AR

**PAUL FEILER (BRITISH, 1918-2013)**

'Porthcad Jack sketch'

signed 'FEILER 63' (lower right), pastel  
and charcoal

31 x 28cm (12 3/16 x 11in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500

126 AR

**ROY TURNER DURRANT (BRITISH,  
1925-1998)**

Harrold's Head - an inscape

signed 'durrant 66' (lower left),  
mixed media on paper

45 x 50cm (17 11/16 x 19 11/16in).

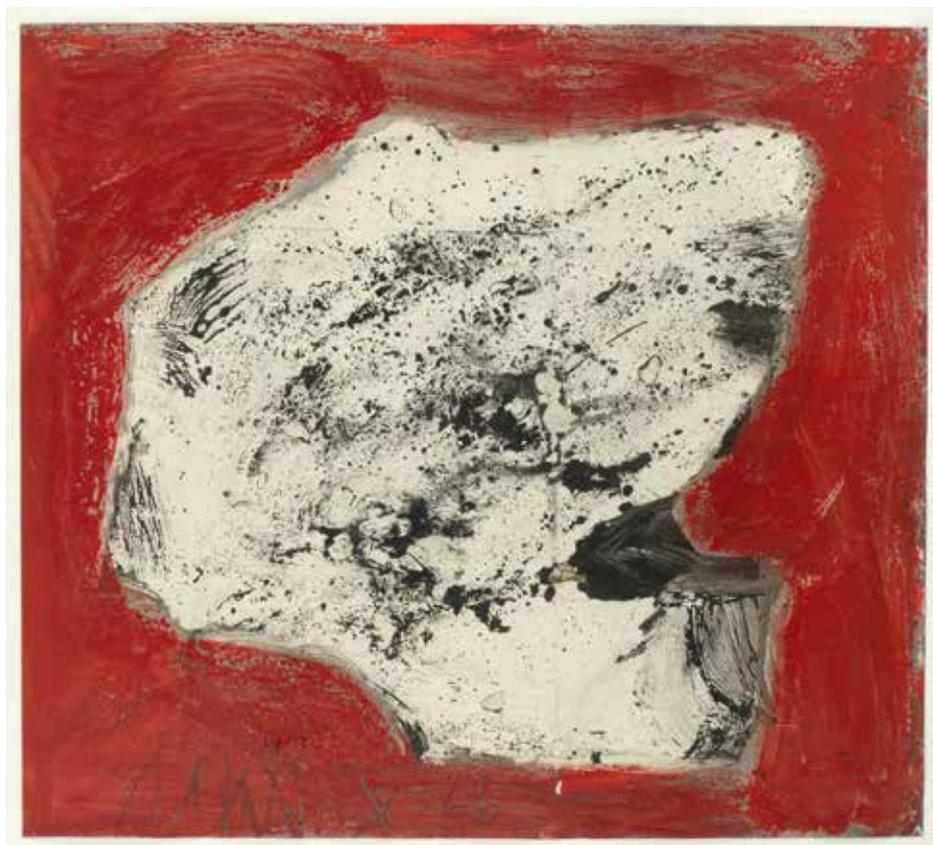
£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900



125



126



127

127 AR

**SVEN BERLIN (BRITISH, 1911-1999)**

Mother and Child  
signed with monogram and inscribed '74/78/89' (on base), carved  
marble  
26cm (10 1/4 in)(high)

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700



128

128 AR

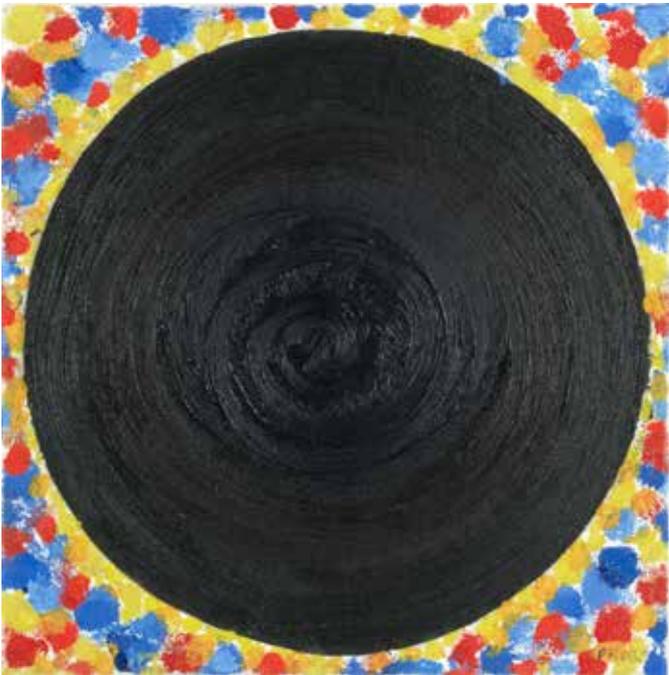
**MAURICE COCKRILL R.A. (BRITISH, 1936-2013)**

'Yellow Grid', 1998  
signed, dated and inscribed 'Maurice Cockrill 1998/ title: YELLOW  
GRID' (on canvas verso),  
oil on canvas  
162 x 136.5cm (63 3/4 x 53 3/4in).  
unframed

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200



129



130



131

129 AR

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

Sun spirals  
signed and dated 'Frost 94' (lower right),  
collage, gouache and ink  
28 x 28cm (11 x 11in).

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

**Provenance**

Newlyn Art Gallery shop, October 1997

130 AR

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

Sonnet to Black 1991  
signed 'FROST' (lower right) and further signed, inscribed and dated  
'To Stan/Sonnet to Black/Terry Frost 97' (on the backboard),  
oil and collage on canvas laid on board  
20.5 x 20cm (8 1/16 x 7 7/8in).

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

**Provenance**

With Gillian Jason Gallery, London

**Exhibited**

London, Coram Gallery, *Terry Frost: Works on Paper & Small Paintings*,  
23 September - 29 October 1994

131 AR

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

Red and black  
signed and dated 'Frost 64' (lower right),  
mixed media on paper  
38 x 39cm (14 15/16 x 15 3/8in).

£1,500 - 2,000  
€1,800 - 2,300  
US\$1,900 - 2,500

132 AR

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

Untitled  
signed and dated 'Frost June 70' (lower right);  
further signed and dated (on paper verso),  
gouache  
73 x 53.5cm (28 3/4 x 21 1/16in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200

133AR

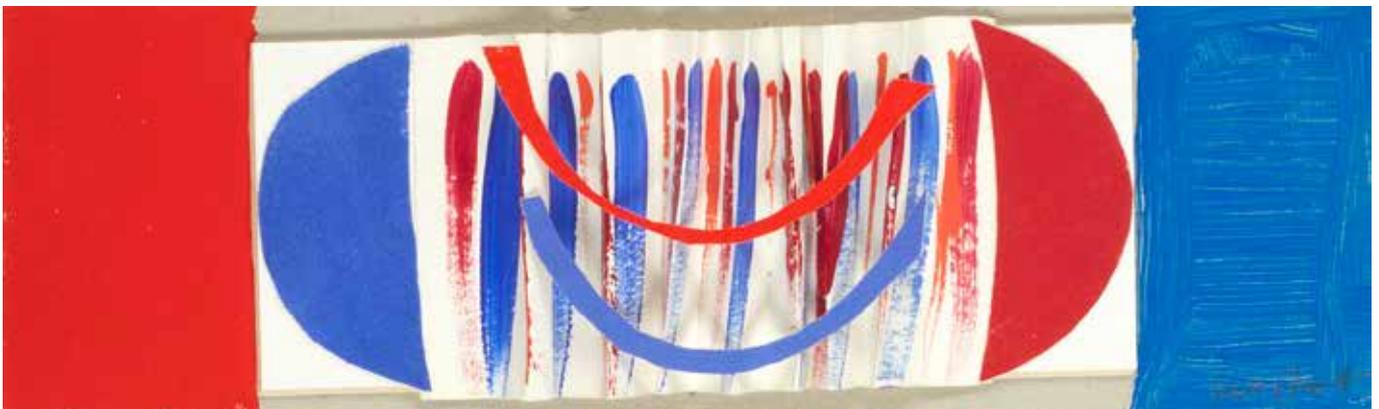
**SIR TERRY FROST R.A. (BRITISH, 1915-2003)**

'Squeeze Blue'  
signed 'Terry Frost' (lower right); further  
signed, titled and dated '99' (on card verso),  
acrylic and collage  
12 x 40cm (4 3/4 x 15 3/4in).

£4,000 - 6,000  
€4,700 - 7,000  
US\$5,000 - 7,500



132



133



134

134 AR

**DAVID TINDLE, R.A. (BRITISH, BORN 1932)**

Man at a window  
tempera on board  
59.5 x 80.5cm (23 7/16 x 31 11/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

135 AR

**ARTHUR KAREL MADERSON (BRITISH, BORN 1942)**

'Le Marche de Nuit, Le Vigan, France'  
signed 'A.K.MADERSON' (lower right); titled  
and further signed (on board verso),  
oil on board  
73 x 81.5cm (28 3/4 x 32 1/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

**Provenance**

With Binban Gallery, where purchased by the  
present owner

136 AR

**EDWARD MIDDLEDITCH (BRITISH, 1923-1987)**

Still life of flowers in a vase  
oil on canvas  
89 x 107cm (35 1/16 x 42 1/8in).

£1,200 - 1,800

€1,400 - 2,100

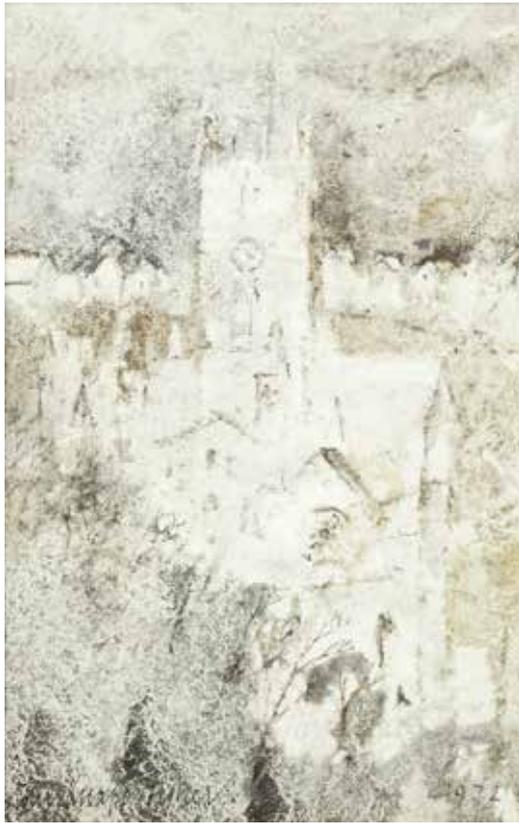
US\$1,500 - 2,200



135



136



139

137 AR

**SIR JACOB EPSTEIN (BRITISH, 1880-1959)**

Flower study  
signed 'Epstein' (lower left),  
watercolour and gouache  
55.5 x 43cm (21 7/8 x 16 15/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500

138 AR

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

Keran, 1988  
oil on canvas  
61 x 45.5cm (24 x 17 15/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$1,900 - 2,500

**Provenance**

With Redfern Gallery  
Private Collection, UK

139 AR

**JOHN KNAPP-FISHER (BRITISH, 1931-2015)**

St David's cathedral  
signed 'John Knapp-Fisher' (lower left) and dated '1972' (lower right),  
ink and watercolour  
17.5 x 11.5cm (6 7/8 x 4 1/2in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900



137



138



140

140 AR

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

The Entertainer  
signed 'Ruskin Spear' (lower right),  
oil on board  
27 x 12.5cm (10 5/8 x 4 15/16in).

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

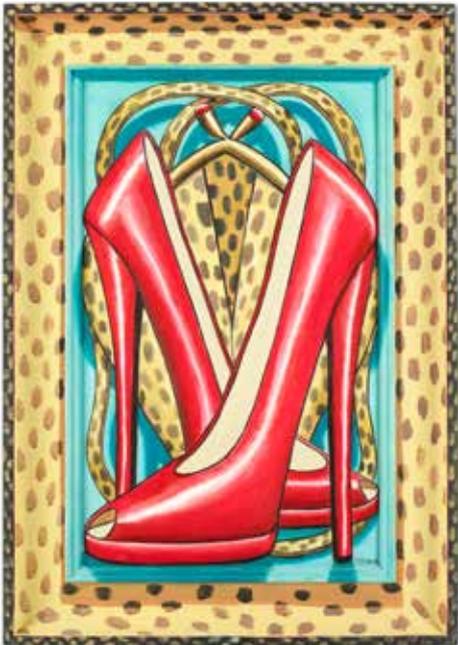
**Provenance**  
With Jonleigh Gallery

141 AR

**PAMELA JANE CROOK (BRITISH, BORN 1945)**

'Higher heels'  
signed 'PJ CROOK' (lower right); further  
signed, titled and dated 2010' (on frame  
verso),  
oil on board  
52 x 32.5cm (20 1/2 x 12 13/16in).  
in a hand painted frame

£800 - 1,000  
€940 - 1,200  
US\$1,000 - 1,200



141

142 AR

**EDWARD WOLFE (SOUTH AFRICAN,  
1897-1982)**

Portrait of Bridget Bourne  
signed 'Wolfe' (upper left),  
oil on board  
50.5 x 38.5cm (19 7/8 x 15 3/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900

**Provenance**

With Patrick Seale Gallery where purchased  
in 1984

143 AR

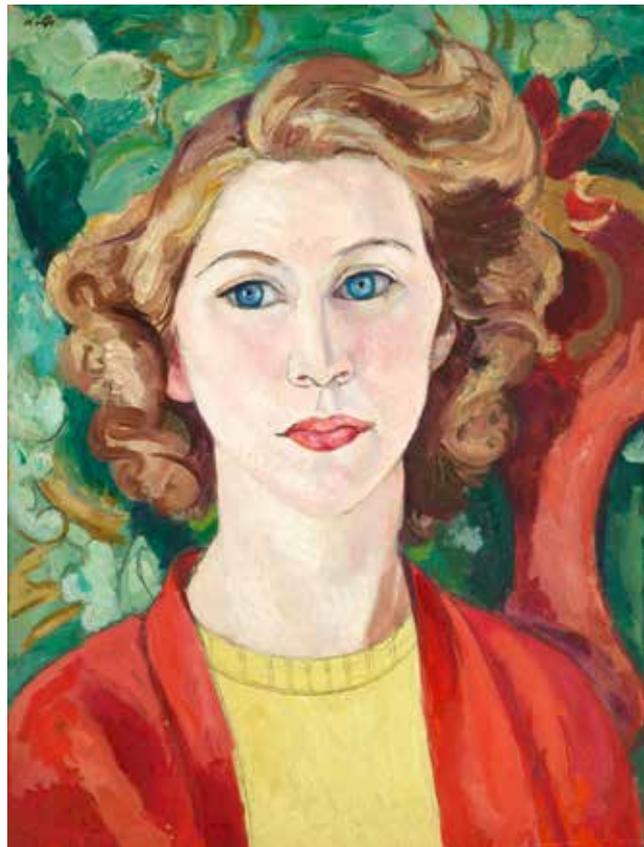
**EDWARD WOLFE (SOUTH AFRICAN,  
1897-1982)**

Still life of a floral tablecloth  
signed 'Wolfe' (lower left),  
oil on canvas  
63.5 x 76.5cm (25 x 30 1/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200



142



143



144

144 AR

**JOHN COPNALL (BRITISH, 1928-2007)**

'Rock forms'  
signed and dated 'John Copnall 61' (lower right); titled and dated '1961' (on board verso),  
oil on board  
56 x 46cm (22 1/16 x 18 1/8in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200

**Provenance**

With Austin Desmond Fine Art

145

**ROBERT SADLER**

Composition green, grey and brown  
signed and dated 'Sadler/61' (lower left),  
oil on board  
76.5 x 121cm (30 1/8 x 47 5/8in).  
with further oil sketch verso

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900



145

146 AR

**SOPHIE RYDER (BRITISH, BORN 1963)**

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

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

147

**DOUGLAS PORTWAY (SOUTH AFRICAN,  
1922-1993)**

Abstract  
signed and dated 'Portway 71' (lower centre),  
oil on board  
49 x 65cm (19 5/16 x 25 9/16in).

£3,000 - 5,000

€3,500 - 5,900

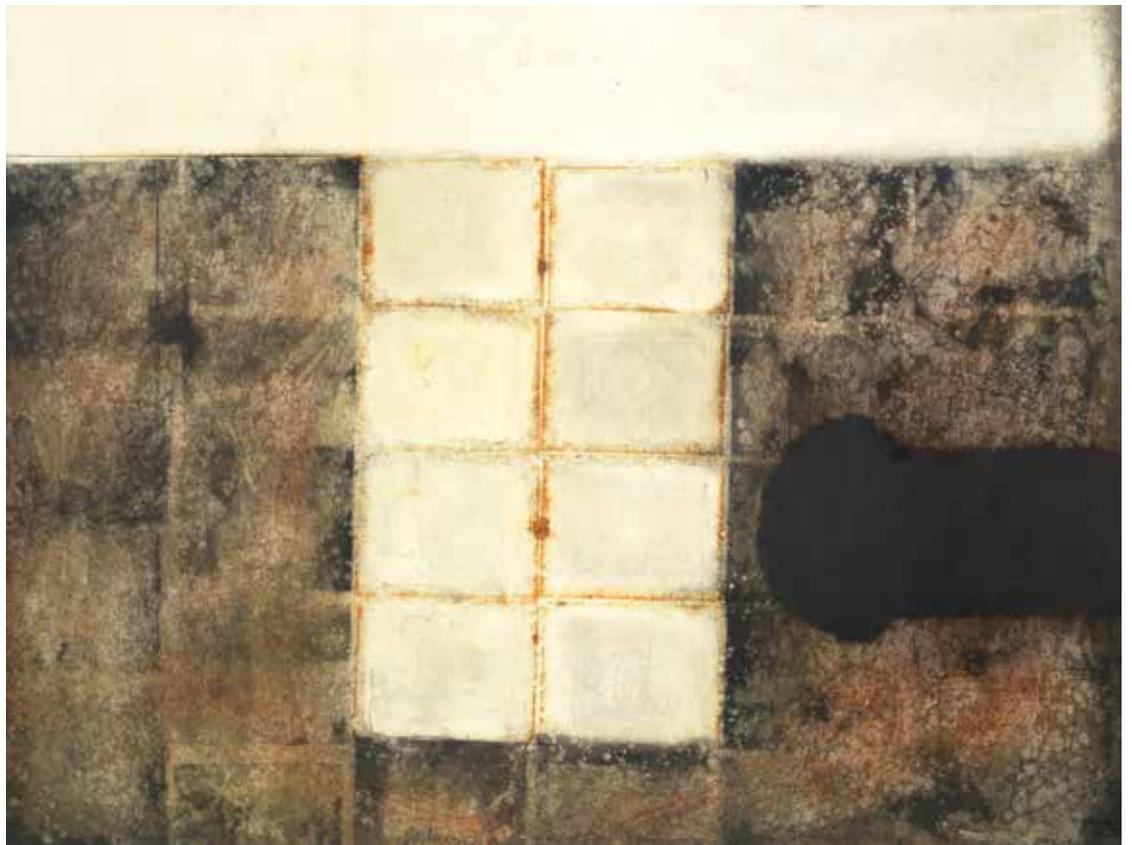
US\$3,700 - 6,200

**Provenance**

With Dennis Hotz Fine Art



146



147



148

148 AR

**JOE SCARBOROUGH (BRITISH, BORN 1938)**

Protest outside The Crown signed 'J Scarborough' (lower left), oil on canvas  
66 x 72cm (26 x 28 3/8in).

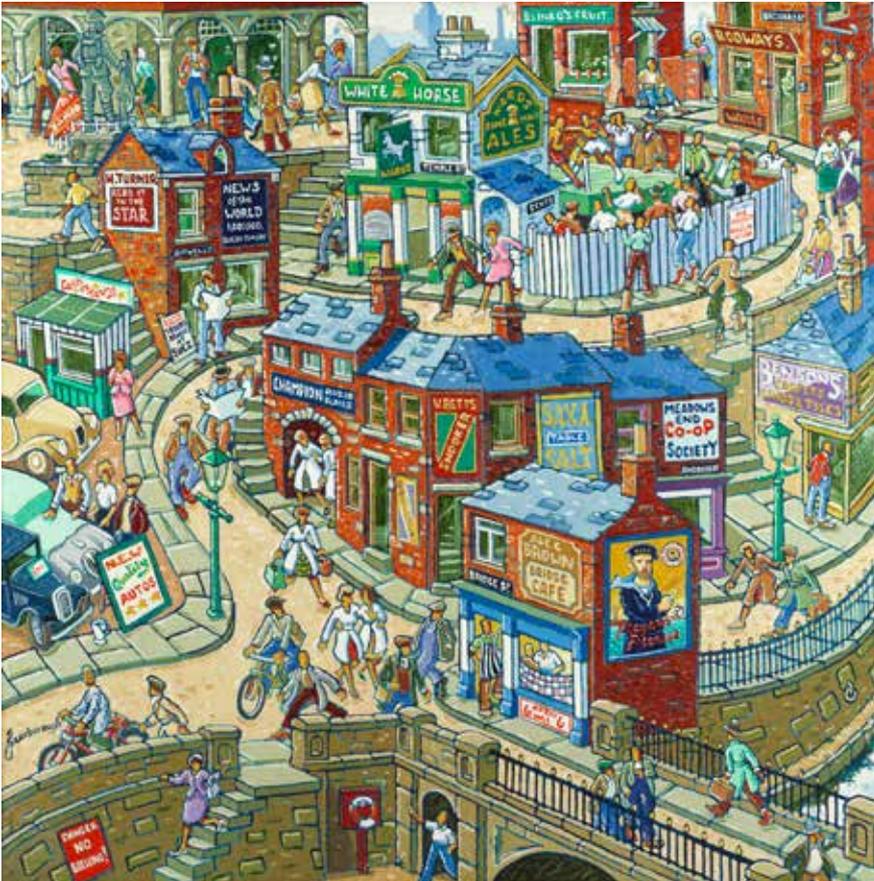
£2,000 - 3,000  
€2,300 - 3,500  
US\$2,500 - 3,700

149 AR

**JOE SCARBOROUGH (BRITISH, BORN 1938)**

White Horse, Temple Street signed 'J Scarborough' (lower left), oil on canvas  
76.5 x 76.5cm (30 1/8 x 30 1/8in).

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



149

150 \* AR

**JOHN BOYD (BRITISH, BORN 1957)**

'As Ornithology Is'  
signed 'John Boyd' (lower right); further  
signed and titled (on board verso), oil on panel  
35.5 x 45.7cm (14 x 18in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900

**Provenance**

With Christopher Hull Gallery



150

151 AR

**STEPHEN MANGAN (BRITISH, BORN 1964)**

Beach scene with striped deckchair  
signed 'MANGAN' (lower centre),  
oil on canvas  
86 x 122cm (33 7/8 x 48 1/16in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,700 - 6,200



151



152

152 \* AR

**GRAYSON PERRY (BRITISH, BORN 1960)**

'Hand it to you on a plate'

earthenware dish painted in colours with knife engraving  
37.5 x 46.5cm (14 3/4 x 18 5/16in).

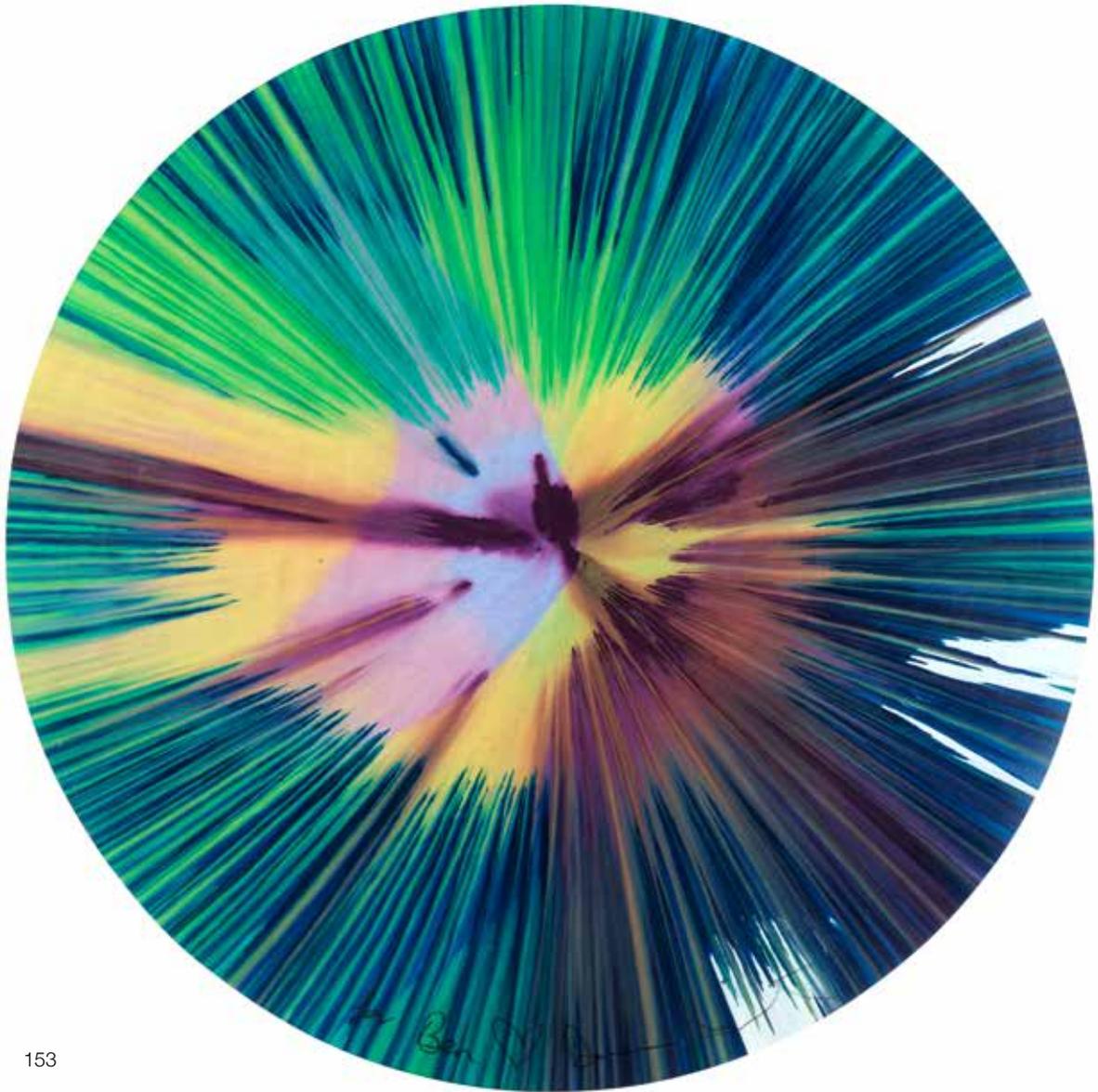
£5,000 - 7,000

€5,900 - 8,200

US\$6,200 - 8,700

**Provenance**

With Milagros Contemporary Art, San Antonio, Texas, where acquired by the present owner



153

153 AR

**DAMIEN HIRST (BRITISH, BORN 1965)**

Spin for Ben  
inscribed and dated 'for Ben ♥ Damien Hirst' (lower centre),  
acrylic on paper  
72cm (28 1/4 in)(diameter)

£12,000 - 18,000  
€14,000 - 21,000  
US\$15,000 - 22,000

**Provenance**

With MultiplesInc, where purchased by the present owner

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



154

154 AR

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

Bird  
signed and dated 'Frink 65' (lower right),  
charcoal  
75 x 54cm (29 1/2 x 21 1/4in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

**Provenance**

Acquired direct from the artist by the present owner

155

**SIDNEY NOLAN (AUSTRALIAN, 1917-1992)**

Leda and the Swan  
dated and signed twice '13th Sept 1960/  
Nolan' (on paper verso), oil on paper  
30.5 x 25.5cm (12 x 10 1/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,200 - 1,900



155

156 <sup>AR</sup>

**GUY TAPLIN (BRITISH, BORN 1939)**

Curlew  
signed and inscribed 'GUY TAPLIN/CURLEW'  
(on underside of bird),  
painted wood and metal  
60cm (23 1/2in)(high, including base)

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700

**Provenance**

Gallery Top, Matlock, where purchased in July  
2000

157 <sup>AR</sup>

**MAURICE LAMBERT (FRENCH, 1901-  
1964)**

Homosapien, 1961  
signed with initial 'M' (on base of hand),  
bronze  
43.5 cm (17in)(high, including base)  
Partial handwritten label on underside of the  
base inscribed with artist's name, date and  
title

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700



156



157



158

158 AR

**MATTHEW ARNOLD BRACY SMITH  
(BRITISH, 1879-1959)**

A Welsh landscape  
signed twice 'Matthew Smith' (lower left and  
lower right),  
pastel  
25 x 31cm (9 13/16 x 12 3/16in).  
with further signed pastel sketch of a Welsh  
castle (on paper verso)

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900



159

159

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

Village scene  
signed with monogram (lower left), charcoal  
and watercolour  
21 x 28cm (8 1/4 x 11in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,200 - 1,900

**Provenance**  
With The Tib Lane Gallery

160

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

Polish cottages  
signed 'Robert Bevan' (lower right), charcoal  
and watercolour  
24 x 33.5cm (9 7/16 x 13 3/16in).

£1,500 - 2,000  
€1,800 - 2,300  
US\$1,900 - 2,500

**Provenance**  
Sale, Sotheby's London, 7 November 1990,  
Lot 34



160



161

161 AR

**MATTHEW ARNOLD BRACY SMITH (BRITISH, 1879-1959)**

Var, South of France, circa 1930  
oil on canvas  
38 x 46cm (14 15/16 x 18 1/8in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,200 - 8,700

**Exhibited**

Wyndham T Vint Collection, UK  
Crane Kalman Gallery



162

162 AR

**FREDERICK GORE CBE RA (BRITISH, 1913-2009)**

Provençal landscape  
signed 'F Gore' (lower right),  
oil on canvas laid to board  
67.5 x 90cm (26 9/16 x 35 7/16in).

**£5,000 - 7,000**  
**€5,900 - 8,200**  
**US\$6,200 - 8,700**

**Provenance**

With Seymour Gallery, where purchased in 1979  
Private Collection, U.K.



163

163 AR

**FREDERICK GORE CBE RA (BRITISH, 1913-2009)**

Field of Sunflowers, near Arles  
signed 'F Gore' (lower right), oil on canvas  
76 x 91.5cm (29 15/16 x 36in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,500 - 10,000



164

164 AR

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

'Geraniums'

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

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

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

**Provenance**

With David Messum, London, 1989

**Exhibited**

London, Royal Academy, 1955, no.113

165 AR

**SIR MATTHEW SMITH (BRITISH, 1879-1959)**

Flowers on a red background  
signed with initials 'MS' (lower left), oil on  
canvas

61 x 46cm (24 x 18 1/8in).

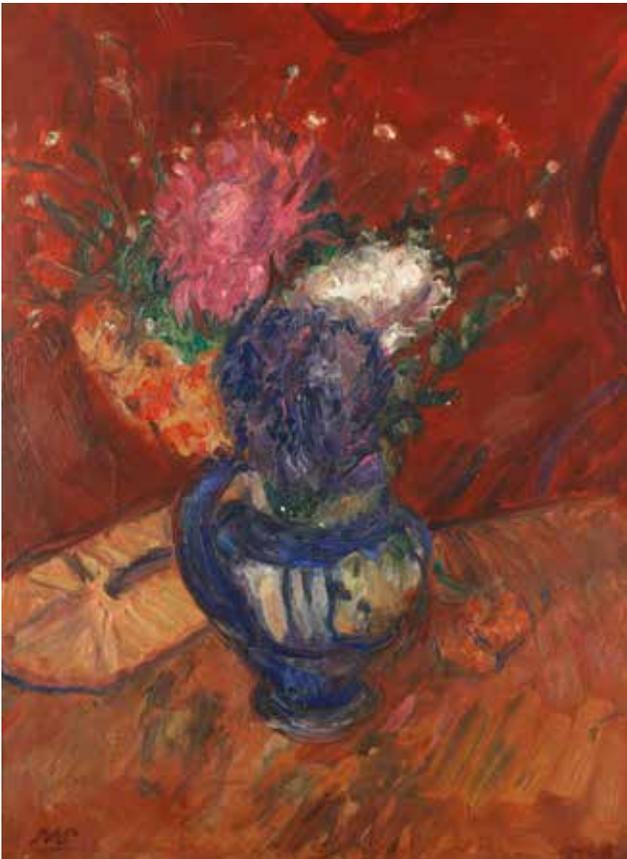
£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 15,000

**Provenance**

With Arthur Tooth & Sons, London, 22 June  
1942, where acquired by  
Dr. Louis Forman  
Dr. Richard Alexander, thence by descent to  
the present owner  
Private Collection, U.K.



165

166 AR

**DUNCAN GRANT (BRITISH, 1885-1978)**

Still life with flowers in a glass vase  
oil on board

47 x 37cm (18 1/2 x 14 9/16in).

with The London Artists Association label  
(verso)

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,500

167 AR

**ALBERTO MORROCCO OBE RSA RSW  
RP RGI LLD D UNIV (BRITISH, 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.)

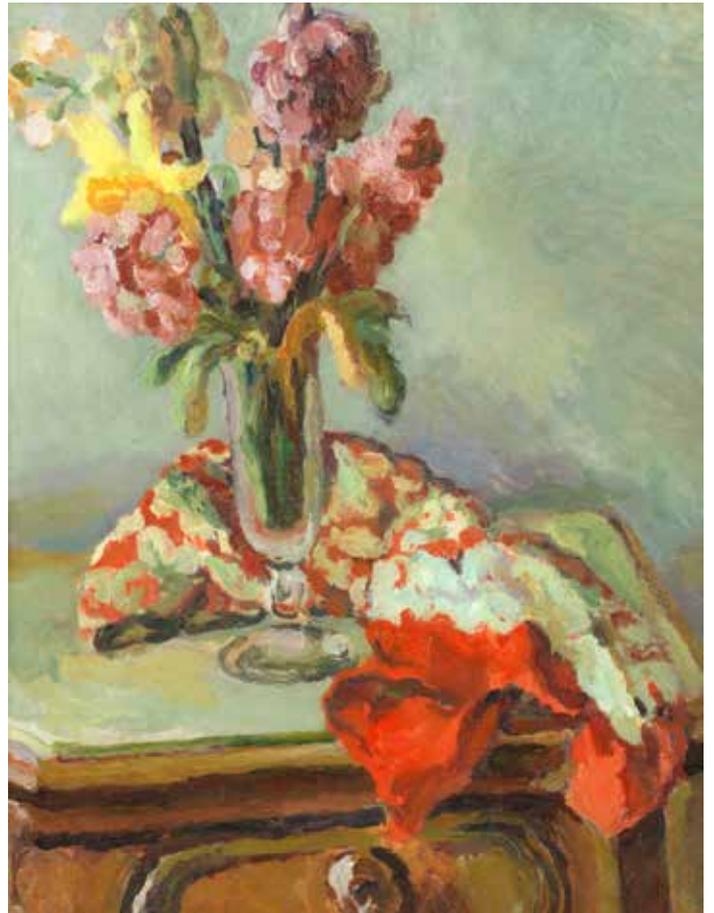
£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

**Provenance**

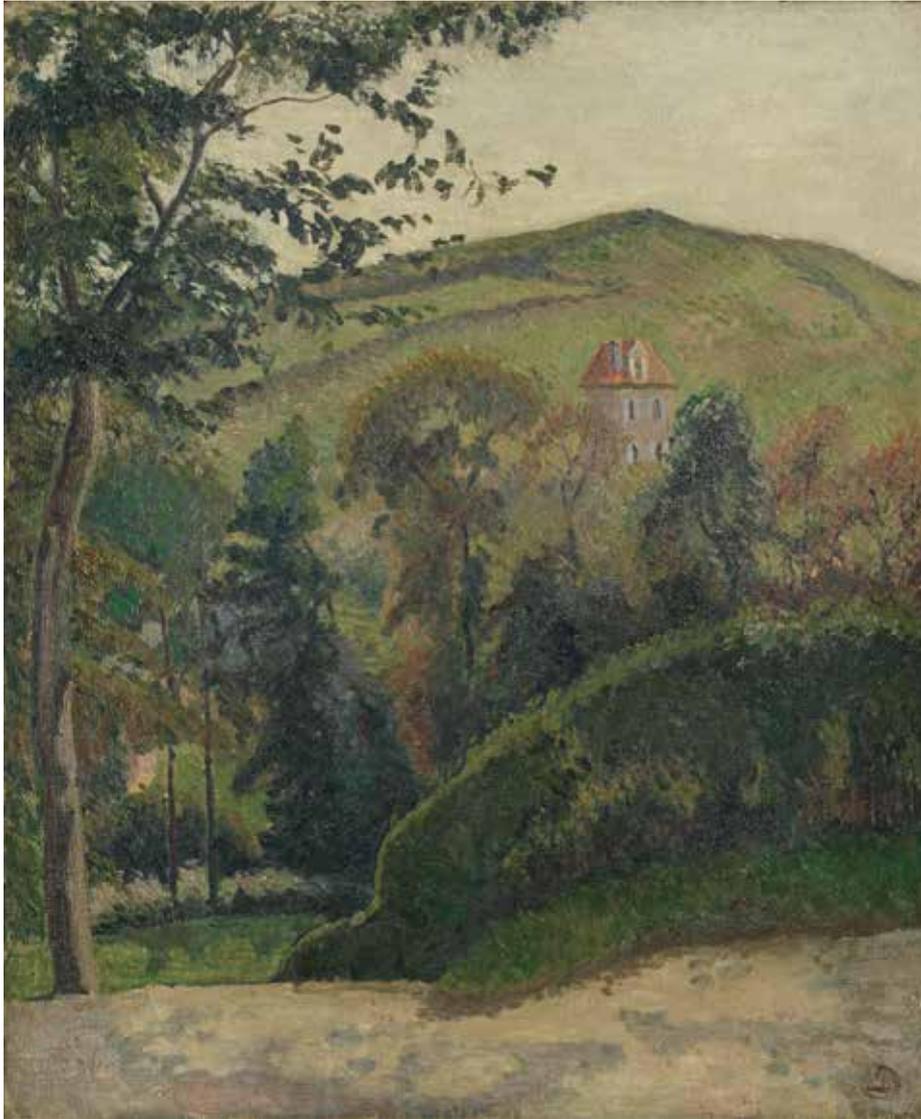
With The Thackeray Gallery, London, 1986



166



167



168

168

**LUCIEN PISSARRO (BRITISH, 1863-1944)**

The Hillside Berneval  
 signed with monogram (lower right); further signed and inscribed 'The Hillside/Berneval/Lucien Pissarro/The Brook/Hammersmith' (on the stretcher)  
 oil on canvas  
 65.1 x 54.3 cm. (25 5/8 x 21 3/8 in.)  
 Painted in 1900

£18,000 - 25,000  
 €21,000 - 29,000  
 US\$22,000 - 31,000

**Provenance**

The Artist, until 1949  
 Esther Pissarro, by whom given to  
 Princess Lulie Huda, thence by descent to the present owner  
 Private Collection, U.K.

**Exhibited**

London, New English Art Club, 1907, cat.no.138  
 London, Anthony d'Offay, *Lucien Pissarro 1863-1944* 15 July-20 August 1983  
 Pontoise, Musée Tavet-Delacour and Dieppe Cedex, Musée-Chateau de Dieppe, *Lucien Pissarro et le Post-Impressionnisme Anglais: Lucien Pissarro, Walter Sickert, Spencer Gore, Harold Gilman*, November 1998-June 1999, cat.no.9

**Literature**

'The Guardian', 5 June 1997  
 'Chiswick Times', 14 June 1907  
 Anne Thorold, *A Catalogue of the Oil Paintings of Lucien Pissarro*, Athelney Books, London, 1983, cat.no.90, pp.72-73 (ill.b&w)

Princess Lulie Huda (1916-2012) lived a fascinating life. She was one of the first Arab woman to graduate from a Western university (Oxford, 1939), a pioneer of 20th-century feminism and female political activism, close friend of Dame Freya Stark and partner of Sir John Foster MP. Princess Lulie also studied at the Courtauld Institute in the late 1940s under Sir Anthony Blunt, former surveyor of the Queen's art collection, and with his encouragement and the guidance of Esther Pissarro she began to write a biography of Camille Pissarro and worked on a catalogue of his paintings for the Ashmolean Museum.

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## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### **Contractual Description of a Lot**

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

#### **Estimates**

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

#### **Condition Reports**

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

#### **The Seller's responsibility to you**

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

#### **Bonhams' responsibility to you**

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

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

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

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

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

#### **Alterations**

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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

## Bidding in person

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

## Bidding by telephone

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

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

25% up to £100,000 of the *Hammer Price*  
20% from £100,001 to £2,000,000 of the *Hammer Price*  
12% from £2,000,001 of the *Hammer Price*

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

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

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

## 8. VAT

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

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

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

## 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

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

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

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

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

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

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

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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

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

## 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. This 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](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from [info@bonhams.com](mailto:info@bonhams.com)

### APPENDIX 1

#### 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.

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

#### 4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

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

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	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;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	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:	<b>10</b>	<b>OUR LIABILITY</b>
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:
		<b>9</b>	<b>FORGERIES</b>	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](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from [info@bonhams.com](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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