



SCOTTISH ART

Wednesday 11 October 2017

Edinburgh

Bonhams



C. L. W. W. S.





SCOTTISH ART

Wednesday 11 October 2017 at 2pm
22 Queen Street, Edinburgh

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£10

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ILLUSTRATIONS

Front cover: Lot 25 (detail)
Back cover: Lot 14 (detail)
Inside front cover: Lot 38 (detail)
Inside back cover: Lot 42 (detail)
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Last page: Lot 24 (detail)

IMPORTANT INFORMATION The United States

**Government has banned the
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1

1

LIEUTENANT GENERAL WILLIAM SKINNER (1700-1780)

Prospect of Edinburgh Castle, looking north
signed and dated 'Skinner fecit 1773' (lower left)
pen and sepia wash on paper
33 X 49 CM. (13 X 19 5/16 IN.)

£1,500 - 2,000

€1,700 - 2,200

US\$2,000 - 2,700

Exhibited

Edinburgh, Scottish National Portrait Gallery, *William Adam*
Tercentennial Exhibition, 16th July - 8th October 1989, cat.no.115

Skinner was born on St Kitts and educated in Paris and Vienna. Chief Engineer of Great Britain, he worked on the fortifications of Minorca and Gibraltar before being sent to Scotland in 1746. Fort George was built to his design, costing a colossal £100,000.



2

2

PETER PAILLOU (1757-1831)

Self portrait

oil on canvas, feigned oval

37 x 31 cm. (14 9/16 x 12 3/16 in.)

to be offered with two letters (one of which is autograph)

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700

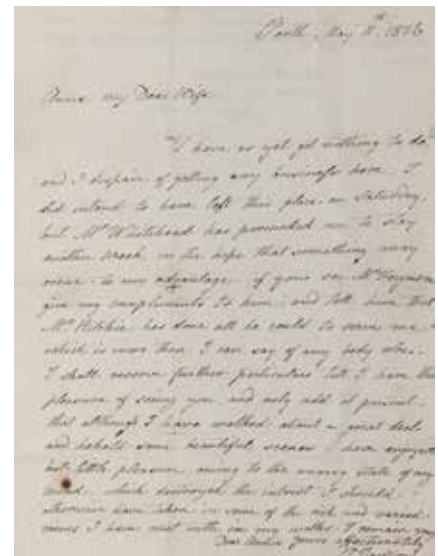
Peter Paillou Jr was a noted miniature portrait painter, son of the bird painter of the same name. Exhibited portraits of physicians, scientists, gentry and Mary Queen of Scots at the Royal Academy 1786-1800 from London addresses. Moved to Glasgow by 1820.

First letter sent by Paillou from Perth to his wife at no.2 Queen St, Glasgow, in 1826, celebrating the local landscape but lamenting lack of commissions.

Second letter from Ralph Wardlaw, Esq., of Regent St London, to the artist

3

NO LOT



2



2



4



5

4

Circle of Alexander Nasmyth (1758-1840)

View towards Stirling

oil on canvas

44 x 60 cm. (17 5/16 x 23 5/8 in.)

£1,200 - 1,500

€1,300 - 1,700

US\$1,600 - 2,000

Provenance

Major Charles E Salvesen, MBE

Exhibited

Edinburgh, The Saltire Society, *Exhibition of the Nasmyth Family (1719-1890)*, 18 May - 5 June 1948, cat.no.11

5

W *C *E * (19th Century)

Panoramic view across the Solway Firth towards Criffel
signed with initials and dated 'W.C.E. 1870'

watercolour

15 x 137 cm. (5 7/8 x 53 15/16 in.)

£600 - 800

€670 - 900

US\$800 - 1,100



6

6 *
Horatio McCulloch, RSA (1805-1867)

The Mill

signed and dated 'H McCulloch August 27 1852' (lower centre),

signed and indistinctly inscribed 'Moy-' in pencil (upper left)

oil on canvas, lunette

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

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700



7

7

McNeil MacLeay ARSA (1806-1883)

Mill near Edinburgh

signed and inscribed 'McNeil MacLeay/Edinburgh/1842' (lower centre)

oil on canvas

80 x 122 cm. (31 1/2 x 48 1/16 in.)

£6,000 - 8,000

€6,700 - 9,000

US\$8,000 - 11,000

Provenance

With Richard Green Fine Paintings, London

Exhibited

(Possibly) Edinburgh, Royal Scottish Academy, 1843, cat.no. 358 as

Landscape, with Rustic Mill



8 (verso)

8

Arthur Melville ARSA RSW ARS (1855-1904)

The Snake Charmer

signed and inscribed 'Arthur Melville/Bagdad' (lower left)

watercolour

83 x 64 cm. (32 11/16 x 25 3/16 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Sir James Bell, Provost of Glasgow (who also owned Melville's *Fete of the Dosseh*)

Sir Alexander Walker KBE, Piersland, Troon (grandson of Johnnie Walker, of Walker's whisky)

Sold on behalf of an Ayrshire Educational Trust.

Exhibited

London, R.W.S., 1888, cat.no.163

Glasgow, Royal Glasgow Institute, 1889, cat.no.878

Munich, 1891

Glasgow, *International Exhibition*, 1901, cat.no.731

London, R.I., 1906, cat.no.26

Glasgow, R.G.I., 1907, cat.no.77

Edinburgh, *Scottish National Exhibition*, 1908, cat.no.616

Rome, *International Exhibition*, 1911, cat.no.513

London, Royal Academy, 1939, cat.no.633

Literature

Magazine of Art, reproduced, August 1896:

The Snake Charmer is admirable in its simplicity and effective grouping, the colour is bright but cool, and the drawing bears on the face of it distinctly the impress of being the work of one who had his knowledge at first-hand and was truly in sympathy with the life he was depicting.' (p.338)

AE Mackay, *Arthur Melville*, Leigh-on-Sea, 1951, p.144 Dated by Mackay to 1883.

It is rare to rediscover important works by major Scottish artists, and this 'lost' work has not been exhibited publicly since 1939.

Melville's Eastern voyage took him to the city of the Arabian Nights in April 1882, where he spent six weeks at 'The Residency' and produced 'sixty big sketches' (Mackay, p.61). Unlike Cairo, which was fast becoming a tourist destination and undergoing significant modernisation, Melville was struck by Bagdad's decay and squalor. However, he found much to inspire him in the architecture, street characters, markets and city walls, employing a 'cavass' to keep the crowds at bay while he sketched.

Snake charming is an archetypal 'Orientalist' theme, and Melville would have been well aware of these often sensationalist subjects as exhibited at the Paris Salon by luminaries like Jean Leon Gerome. Melville's treatment of the ritual, however, is altogether more neutral and restrained, avoiding the complex racial and sexual overtones inherent in the genre. An important precedent would have been his *Cock Fight*, *Muscat*, witnessed on the way to Bagdad, and in total he seems to have produced three snake charming subjects as well as a one-eyed 'calender' (beggar), water carrier and dervish.

In the cockfight, Melville washed out the brutal focal point to concentrate on the excitement and agitation of the audience. However the mystical, hypnotic experience of a snake charmer at work warrants a much more static treatment, with greater naturalism employed in the exclusively male figures which included his brother George as foreground model (K. McConkey *Adventures in Colour*, NGS, 2015, p.58). The picture itself is a technical *tour de force*, with the artist displaying his mastery of space, tone and picture design in a large-scale exhibition piece perhaps only rivalled by *Awaiting an Audience with the Pasha*.





9



9 (verso)

9 *

Alexander Nasmyth (1758-1840)

Dunglass House

signed 'Alex Nasmyth' to artist's label (verso)

oil on canvas

95 x 147 cm. (37 3/8 x 57 7/8 in.)

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 16,000

Provenance

Private Collection, U.S.A.

Dunglass lies just inland, near Cockburnspath, Berwickshire, and there has been a house on the dramatic site at the edge of Dunglass Dean ravine since the 15th c. Sir James Hall, a renowned scholar of Gothic architecture, inherited from his father and concentrated on remodelling the landscape as an important example of Picturesque ideals 1776-1832. Alexander Nasmyth, a family friend, was consulted, and he made several sketches (two of which are in the collections of National Galleries of Scotland) of the house as altered in various styles, including Gothic and Classical. This monumental oil may be the principal extant expression of Nasmyth's unrealised vision. There are relatively few images of the house at any stage in its history, and it was finally destroyed in 1958.



10



11

10

John Pettie, RA HRSA (1839-1893)

The Sword and Dagger Duel
signed 'J Pettie / 1877' (lower left)
oil on canvas
95 x 140 cm. (37 3/8 x 55 1/8 in.)

£3,000 - 5,000
€3,400 - 5,600
US\$4,000 - 6,700

Exhibited

London, Royal Academy, 1877, cat.no.203
Edinburgh, Royal Scottish Academy, 1878, cat.no.324
Glasgow, Royal Glasgow Institute, 1882, cat.no.143 (loaned by James Donald, Esq.)

11

John Pettie, RA HRSA (1839-1893)

Treason
signed 'J Pettie / 1867' (lower left)
oil on canvas
84 x 140 cm. (33 1/16 x 55 1/8 in.)

£2,500 - 4,000
€2,800 - 4,500
US\$3,300 - 5,300

Exhibited

(Probably) London, Royal Academy, 1867, cat.no.322



12

12

Sir David Wilkie, RA (1785-1841)

Study for the *Cottage Toilet*

oil on panel

20 x 25 cm. (7 7/8 x 9 13/16 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Literature

London, The Wallace Collection, *Catalogue of Pictures*, 1985, p.194.
Probably the picture referred to in the notes as a version of their own
Cottage Toilet cat p.352

The Wallace Collection oil was begun in 1823 for the 6th Duke of Bedford, and exhibited at the Royal Academy in 1824. It was inspired by *The Gentle Shepherd* by Allan Ramsay, one of Wilkie's favourite authors:

'While Peggy laces up her bosom fair,
With a blue snood, Jenny binds up her hair;
Glaud, by his morning ingle, takes a beek
The rising sun shines mottey thro' the reek;
A pipe in his mouth, the lasses please his een,
And now and then his joke maun interveen'.
(Act V, scene 2).



13

13

McNeil MacLeay ARSA (1806-1883)

Loch Arkaig

oil on canvas

88.2 x 152.5 cm. (34 3/4 x 60 in.)

£6,000 - 8,000

€6,700 - 9,000

US\$8,000 - 11,000

Provenance

Adam Sim, by 1843

Private Collection, U.K.



14



14 (Verso)



14 (Verso)

THE FOLLOWING 11 LOTS ARE OFFERED FROM THE COLLECTION OF THE WEIR FAMILY, GLASGOW, AND THENCE BY DESCENT

14

George Henry RA RSA RSW (1858-1943)

The Hour-Glass

signed 'GEORGE HENRY' (upper right)

oil on canvas

75 x 90 cm. (29 1/2 x 35 3/8 in.)

£30,000 - 50,000

€34,000 - 56,000

US\$40,000 - 67,000

Provenance

With the Craibe Angus Gallery, Glasgow

(Lord) James Weir, Glasgow (founder of J&G Weir, Cathcart)

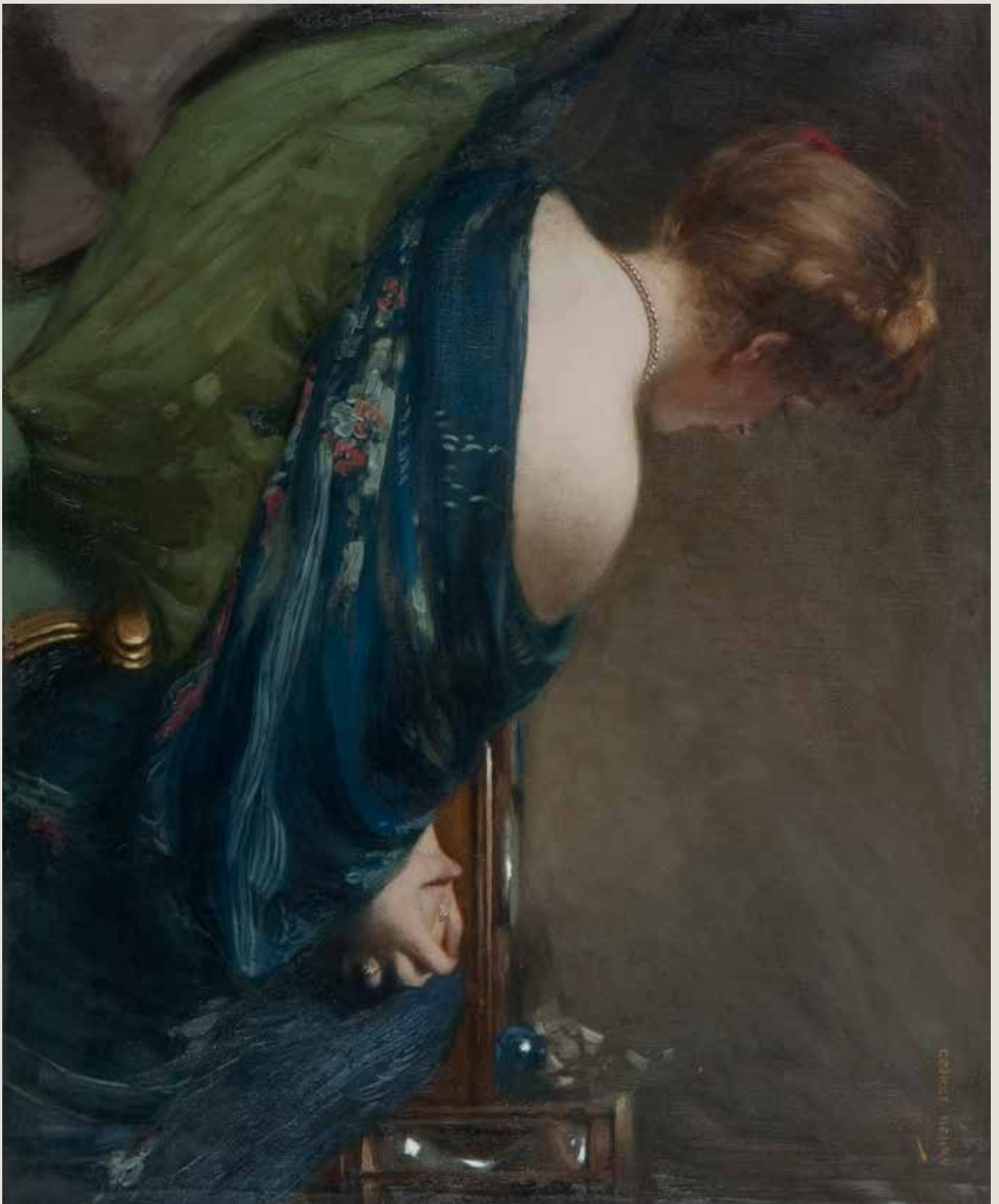
J.R. Richmond, Sherbrooke Avenue, Glasgow

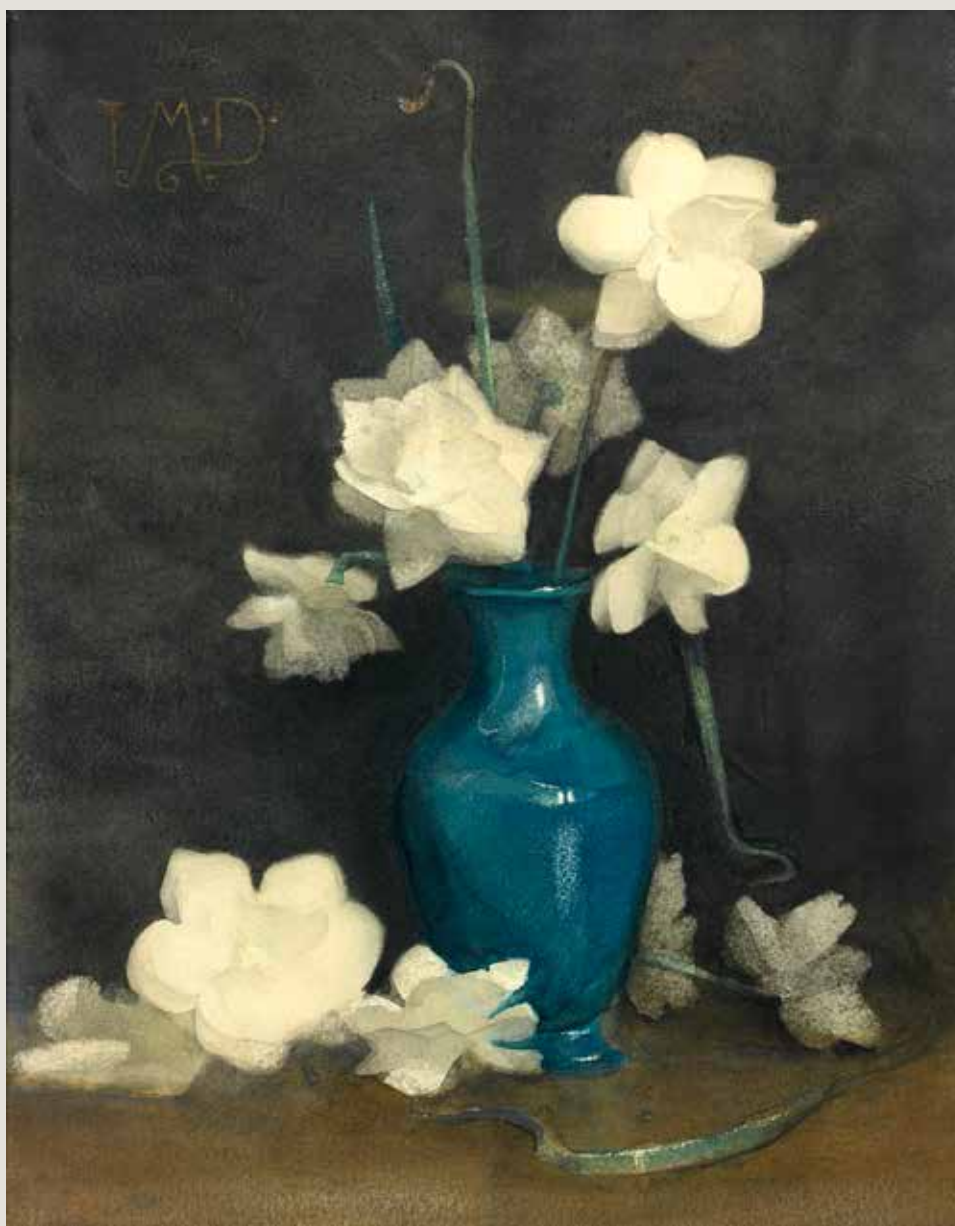
Exhibited

London, The New Gallery, *Summer Exhibition*, 1906.

Glasgow, *Century of Art Exhibition*, n.d. (probably Glasgow Museums, 1935), as 'The Blue Shawl' (loaned by JR Richmond)

A leading member of the Glasgow School, the most progressive artists in Britain during the latter part of the 19th c., George Henry moved to 26 Glebe Place, Chelsea, in 1905 to establish a society portrait practice. He showed annually at the Royal Academy from 1904. Aside from formal figure work, he produced a number of elegant exhibition pieces around this time which were, in part, informed by his lengthy visit to Japan 1893-94. Several of these feature a very striking red-haired woman, thought to have been his wife, in stylish room settings who was, more than once, depicted from this unusual rear three-quarter vantage point. These portraits feature distinctive motifs such as a silk kimono, goldfish bowl or poinsettia plant which allude to his time in the East. Henry would go on to paint Lady Weir in 1919, and Lord Weir in 1924.





15

15

Thomas Millie Dow RSW (1848-1919)

Still Life of White Roses in a Blue Vase

signed with monogram and dated '1885' (upper left)

watercolour

40 x 32 cm. (15 11/16 x 12 9/16 in.)

£7,000 - 10,000

€7,900 - 11,000

US\$9,300 - 13,000

Provenance

With Alexander Reid, Glasgow

Although one of the 'Glasgow Boys', Dow was born in Dysart, Fife, and studied in Paris. He was friendly with William Stott of Oldham, and worked with him at Grez before settling in Glasgow circa 1889. He worked extensively overseas, producing monumental North American landscapes.



For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



16

Alfred Drury A.R.A. R.I. (1856-1944)

The Age of Innocence

signed and dated 'A. Drury '98' to (base)

bronze, with green patina, set on green marble integral base

38 cm. (14 15/16 in.) high

with carved mahogany plinth (plinth 119 cm high)

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700

Exhibited

London, Royal Academy, 1897, cat.no.1912



George Houston was born in Dalry, Ayrshire and lived in the county all of his life. He had second homes in Argyll at the head of Loch Goil, in Glen Orchy and later, opposite Cairndow on Loch Fyne. He spent much time on Iona and visited Tayside and Sutherland to paint and to fish in the latter of which he was very accomplished!

At his best Houston ranks among the finest of Scotland's landscape painters. His art was both tranquil and contemplative. He excelled at depicting the mellow tones of autumn and the contrasting colours of winter. The Royal Scottish Academy eulogy on his death in 1947 said that he developed his own distinctive vision which was "direct and simple and was interpreted with a technique baffling in its apparent ease."

George Houston had a long association with the Weir family, a small collection of whose pictures are for sale in this catalogue. He reputedly first met William Weir in the Glasgow Art Club in 1900. William was the elder son of James Weir one of the founders of G&J Weir the engineering company, now the Glasgow based Weir Group.

Weir and Houston travelled around the world together via Moscow and the Trans Siberian railway to Tokyo where Weir conducted sold pumps to the Japanese navy. They then crossed the Pacific and journeyed through Canada to the eastern seaboard of the USA returning to Liverpool on the Cunard liner the Mauretania.

William's sister Janet is depicted in *A Summer Garden* in front of her Dumfriesshire home in the 1920s. Her husband James Ferguson ran the major, local building company of the time. Their younger daughter, Irene, was to marry Edward Houston, George's third son and a farmer.

The six pictures in the collection are representative of Houston's work in that they date from the early and the later parts of his career and are from among his favourite painting grounds.

We are grateful to Euan Robson for assistance in cataloguing these lots.





17

17 AR

George Houston RSA RSW RGI (1869-1947)

Lona

signed 'GEORGE HOUSTON' (lower right)

oil on canvas

72 x 93 cm. (28 3/8 x 36 5/8 in.)

£5,000 - 7,000

€5,600 - 7,900

US\$6,700 - 9,300



18

18 AR

George Houston RSA RSW RGI (1869-1947)

Winter in the Lynn Glen

signed 'GEORGE HOUSTON' (lower right); titled and further signed to

artist's label (verso)

oil on canvas

72 x 93 cm. (28 3/8 x 36 5/8 in.)

Painted circa 1906

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 8,000

Provenance

With Jas McClure & Sons, Glasgow



19

19 AR

George Houston RSA RSW RGI (1869-1947)

Dalry in Winter

signed 'GEORGE HOUSTON' (lower left)

oil on canvas

71 x 92 cm. (27 15/16 x 36 1/4 in.)

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 8,000

Literature

E. Robson, *George Houston: Nature's Limner*, Edinburgh, Atelier Book, p.71



20

20 AR

George Houston RSA RSW RGI (1869-1947)

Janet Ferguson (nee Weir) in the Garden, Summertime

signed 'GEORGE HOUSTON' (lower left)

oil on canvas

47 x 61 cm. (18 1/2 x 24 in.)

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 8,000



21

21 AR

George Houston RSA RSW RGI (1869-1947)

Summer, possibly Loch Dunoon

signed 'GEORGE HOUSTON' (lower right)

oil on canvas

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

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700



22

22 AR

George Houston RSA RSW RGI (1869-1947)

Ellisland Farm

signed 'George Houston' (lower left)

oil on canvas

44 x 60 cm. (17 5/16 x 23 9/16 in.)

£2,000 - 3,000

€2,200 - 3,400

US\$2,700 - 4,000



23



23

23

George Houston RSA RSW RGI (1869-1947)

North End of Arran

signed 'George Houston' (lower right)

watercolour

48 x 58 cm. (18 7/8 x 22 13/16 in.)

Together with another similar (2)

£500 - 700

€560 - 790

US\$670 - 930

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

24 AR

John Bellany CBE RA HRSA LLD(Lon) (1942-2013)

The Rainbow

signed 'J Bellany' (verso)

oil on canvas

123 x 90 cm. (48 3/8 x 35 3/8 in.)

Painted circa 1972

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 24,000

Bellany's works of the period often make reference to family, and the Calvinist oppression he knew from his childhood in Port Seton. The woman in the present picture resembles his grandmother, who was a much-loved and significant formative influence on him. The rainbow imbues a more positive mood than is evident in much of his earlier career, while motif of the couple before a landscape, and the pitchfork, would seem to allude to Grant Wood's *American Gothic*.





THE FOLLOWING LOT IS OFFERED FROM THE ESTATE OF A LADY OF TITLE

25

Samuel John Peploe RSA (1871-1935)

Still life with Roses in a Chinese Vase

signed 'Peploe' (lower right)

oil on canvas

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

£300,000 - 500,000

€340,000 - 560,000

US\$400,000 - 670,000

Provenance

Muriel Cleland. Muriel's father, Sir Charles Cleland, was a prominent Glasgow civic figure and businessman. Her mother, Janet Houston Burrell, was one of Sir William Burrell's sisters. The picture may have been a gift from Sir William, or bought on his advice, in the 1920s. Thence by family descent.

This archetypal, market-fresh oil features many of the hallmarks of Peploe's 1920s *oeuvre*. Motifs such as the pink roses, Chinese vase, fan, fruit, drapery and chair have become so familiar that the Peploe still life is now one of the most recognisable 'sub genres' in Modern British art.

After the War, Peploe set himself the task of painting the 'perfect still life' and his meticulously set and crafted paintings have become particularly prized. There was no sustained tradition of still life painting in British art before the Colourists, and their bright, modern appeal and accessible nature assures them an international following.

Using relatively few props, Peploe explored the visual tensions between form and space, tone and pure colour, light and shade to create distinctive works like the present example. The crisp blue outlines, combination of painterly brushwork and flatter planes date this to the early 1920s.





26



27

OTHER PROPERTIES

26 AR

John Duncan Ferguson RBA (1874-1961)

Nude
charcoal

31.5 x 23.5 cm. (12 3/8 x 9 1/4 in.)

£1,200 - 1,800

€1,300 - 2,000

US\$1,600 - 2,400

Provenance

With Ewan Mundy Fine Art, Glasgow

27 AR

John Duncan Fergusson RBA (1874-1961)

Nude
conte

32 x 24 cm. (12 5/8 x 9 7/16 in.)

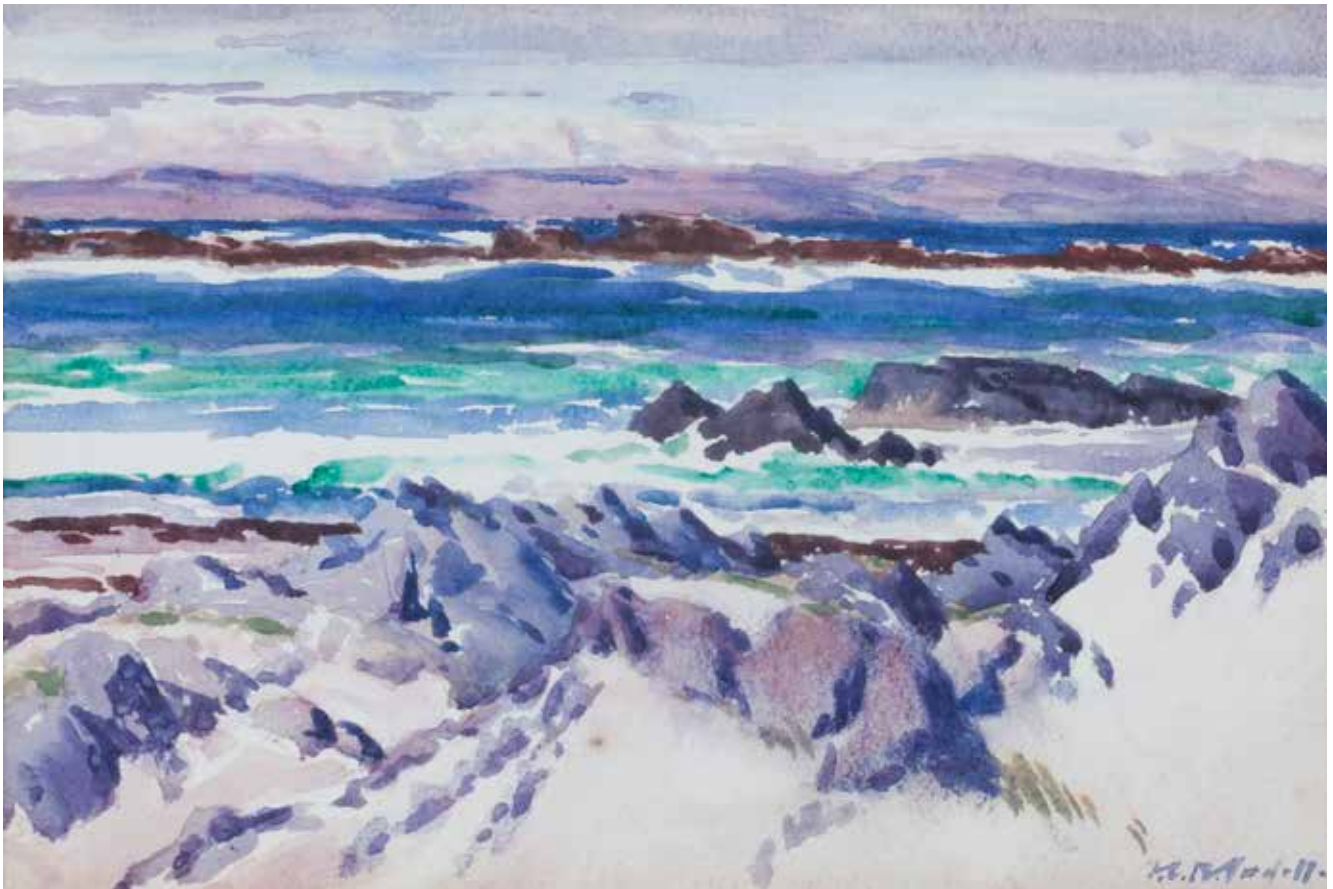
£1,500 - 2,000

€1,700 - 2,200

US\$2,000 - 2,700

Provenance

Margaret Morris, the artist's wife



28

28

Francis Campbell Boileau Cadell RSA RSW (1883-1937)

Iona

signed 'FCB Cadell' (lower right)

watercolour

16 x 24 cm. (6 5/16 x 9 7/16 in.)

£5,000 - 7,000

€5,600 - 7,900

US\$6,700 - 9,300



29



(Verso)

29 AR

John Duncan Fergusson RBA (1874-1961)

Etaples

titled, dated and signed 'Etaples/1904/JD Fergusson' (to backboard)

oil on panel

16 x 21 cm. (6 5/16 x 8 1/4 in.)

Painted 1904

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000



30

30

Samuel John Peploe RSA (1871-1935)

Baby Willy

signed 'Peploe' (lower right)

oil on panel

23 x 15 cm. (9 1/16 x 5 7/8 in.)

Painted 1906

£12,000 - 16,000

€13,000 - 18,000

US\$16,000 - 21,000

Provenance

With Aitken Dott & Sons, Edinburgh

With The Fine Art Society, London



31

31 AR

John Duncan Fergusson RBA (1874-1961)

Eden Rock, Cap d'Antibes
dated '5 Aout 30' (upper left)
pencil and watercolour on paper
26 x 19.5 cm. (10 1/4 x 7 11/16 in.)

£2,500 - 4,000
€2,800 - 4,500
US\$3,300 - 5,300

Provenance

With Ewan Mundy Fine Art, Glasgow



32

32 AR

John Duncan Fergusson RBA (1874-1961)

Female Study (1957)
dated '14 Aout 57' (upper right)
pencil and watercolour
17 x 11 cm. (6 11/16 x 4 5/16 in.)

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



33



34

33 AR

Stanley Cursiter CBE RSA RSW (1887-1976)

On the Somme

signed and dated 'Stanley Cursiter 1917' (lower right)

watercolour

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

£1,500 - 2,000

€1,700 - 2,200

US\$2,000 - 2,700

34

Robert Gemmell Hutchison RSA RBA ROI RSW (1855-1936)

Tug of War

signed 'Gemmell Hutchison' (lower left)

watercolour

47 x 67 cm. (18 1/2 x 26 3/8 in.)

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700



35

35 AR

Edward McEwan Baird (1904-1949)

Near Rossie

signed and dated 'Edward Baird/ 1936' (lower left)

watercolour

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

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700

Provenance

With Aitken Dott, Edinburgh

Baird was one of Scotland's most original Modernists, spending much of his career in his home town of Montrose. His work of the 1930s reflects that of English Surrealists such as Wadsworth.



36

36

Norah Neilson Gray (1882-1931)

Butterfly Catcher

signed 'Norah Neilson Gray' and indistinctly inscribed (lower right)

watercolour

36.8 x 49.7 cm. (14 1/2 x 19 1/2 in.)

£2,000 - 3,000

€2,200 - 3,400

US\$2,700 - 4,000



37 (verso)

37 *

William Kennedy (1859-1918)

Harvest Moon

titled and signed 'William Kennedy' (verso)

oil on panel

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

£5,000 - 8,000

€5,600 - 9,000

US\$6,700 - 11,000

Provenance

Purchased at auction in Glasgow, Oct. 1921

Thence by descent

Private Collection, Canada

Kennedy studied and worked in Paris and Grez-sur-Loing 1880-1885. His work of the period corresponded to the Glasgow Boys' pioneering form of rustic naturalism, but like Henry and Gauld his style became more simplified and decorative in the later 1880s. The monumental forms and brighter palette seen here in particular anticipate the work of Leslie Hunter in the early 20th c.





38 (detail)

38 *

Charles Lees, RSA (1800-1880)

A summer evening on the Musselburgh Links: Golfers
signed and dated 'C. Lees R.S.A./1859' (lower left)
oil on canvas
55 x 98 cm. (21 5/8 x 38 9/16 in.)

£300,000 - 500,000

€340,000 - 560,000

US\$400,000 - 670,000

Provenance

Walter Brown, Canada. Inherited from his father (by 1914), who had purchased the picture from the R.S.A. exhibition in 1860.

Paul Mellon, acquired circa 1930s. Inventory no. PM 6996. American banking heir Mellon has been called the 'greatest collector of British art of any period'.

George Warren Wycoff Sr (1907-1987), a gift from the above. Wycoff was Vice President and Governor of T. Mellon & Sons, Pittsburgh, and personal representative of Paul Mellon on the board of the National Gallery in Washington.

Thence by descent.

Exhibited

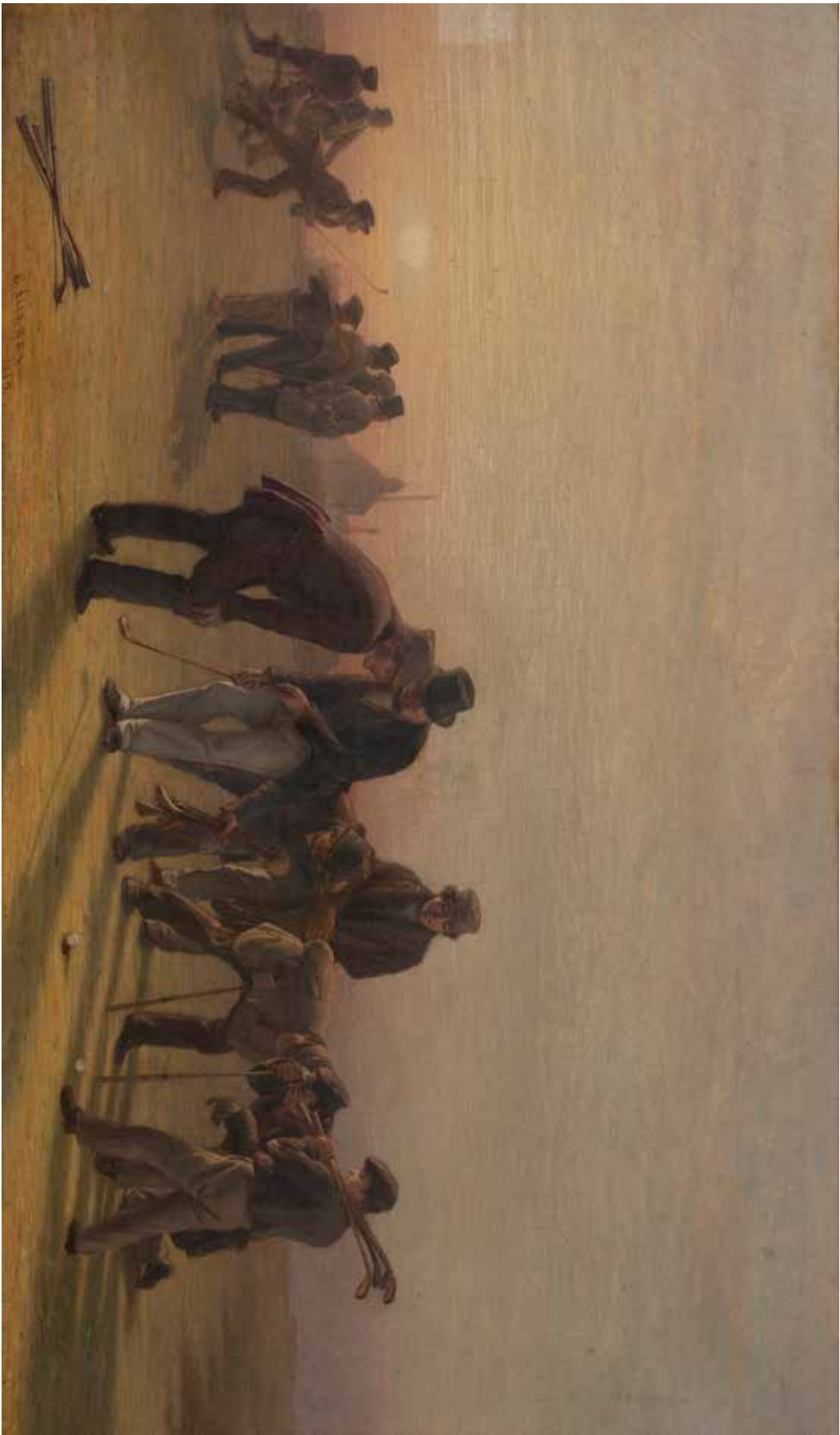
Edinburgh, Royal Scottish Academy, 1860, cat.no.75


Literature

Apparently appeared in *Golf Illustrated*, 1914.

P. Pilley, *Golfing Art*, Stanley Paul, 1988, pp.38-39

D. Hamilton, *Golf-Scotland's Game*, Partick Press, 1998. Illustrated on the front cover.





As the painter of the monumental *A Grand Match Played Over St Andrews Links* (acquired by the Scottish National Portrait Gallery in 2002 for over £2.5M), Fife-born Lees' place is assured in the pantheon of great golfing artists. The portraitist completed several other golf subjects circa 1846-1864, as well as depicting curling, skating, shinty (and chess!).

The Old Links of Musselburgh, some six miles east of Edinburgh, is the oldest operational golf course on earth. It vies with Leith Links and Bruntsfield Links for the claim to being the original playing ground for golf in Scotland, probably in the mid-14th Century. The game has been played continuously at Musselburgh for not less than 550 years, and Mary Queen of Scots reputedly played on the Links in 1567.

At the time of Lees' painting, the Old Links at Musselburgh were shared by the eminent Bruntsfield and Royal Burgess Societies, within the Company of Edinburgh Golfers. They had moved there in 1836, remaining until the relocation to Muirfield in 1891.

The present picture is much informed by the *Grand Match*, painted some twelve years earlier. The complex and accomplished poses of the formally-attired figures are similar, succinctly capturing the action and drama and focusing the viewer's attention in different areas of the canvas as the players putt and drive on the north-western Links amidst rapt onlookers.

Golf in this period was accessible only to the gentry, or the wealthy, not least due to the cost of bespoke wooden-shafted clubs and balls (in this case, probably gutties). Caddies carried clubs loose, and were allowed to play among themselves in the long summer evenings.

Champions such as Willie Park Sr started his career in this fashion on Old Musselburgh Links.

No fewer than six Open Championships were played at Musselburgh between 1874 and 1889. Local hero Mungo Park won the Open at Musselburgh in 1874, and his legendary brother Willie's rivalry with the great Old Tom Morris was one of the most keenly-contested in golf history. Willie's son, Willie Jr, was also an Open winner, and the family established a celebrated club-making and course designing business in the town. The hole-cutter invented at Musselburgh Golf Club in 1829 (4 1/4 ins in diameter) became the world-wide standard in 1891, having found favour with the game's governing body, the Royal and Ancient Golf Club of St Andrews.

Historic golfing pictures come rarely to the market. For an earlier example, see William Douglas' fine watercolour of two boys and a dog on Old Musselburgh Links, drawn in 1809 and sold in these rooms on December 8, 2011 (£87,500). In 2015, Bonhams sold Lemuel Francis Abbott's portrait of Henry Callender, Captain of Royal Blackheath Golf Club, for £722,500.

Charles Lees R.S.A. was born in Cupar in 1800, receiving formal instruction from Sir Henry Raeburn before embarking on six months' study in Rome. Lees became a noted society portraitist and sporting painter, later turning to landscape as a means of exploring his particular talent for light effects. This is fully demonstrated in the opalescent sky in the present picture.

We are grateful to Professor David Purdie, and Michael Clarke, for assistance in cataloguing this lot.





39

39

William McTaggart RSA RSW (1835-1910)

Hills of Arran

signed and dated 'W McTaggart/1871' (lower right)

watercolour

22 x 34 cm. (8 11/16 x 13 3/8 in.)

£5,000 - 7,000

€5,600 - 7,900

US\$6,700 - 9,300



40

40

Thomas Millie Dow RSW (1848-1919)

Roses

signed with initials (lower right); further signed and indistinctly inscribed to backboard

watercolour

44 x 36 cm. (17 5/16 x 14 3/16 in.)

£1,500 - 2,000

€1,700 - 2,200

US\$2,000 - 2,700

Provenance

With the Artist's Family

With Ewan Mundy Fine Art, Glasgow



41

41 AR

Sir William Russell Flint, RA, PRWS (1880-1969)

One of the *Four Singers of Vera*

signed with initials (lower right)

pencil

23 x 14 cm. (9 1/16 x 5 1/2 in.)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 2,000



42

42

William McTaggart RSA RSW (1835-1910)

Summer at Machrihanish

signed 'W McTaggart' (lower right)

oil on board

24 x 32 cm. (9 7/16 x 12 5/8 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 24,000

Provenance

With the Fine Art Society, London, 1963

This *plein air* oil shows McTaggart's mastery of atmosphere and impression, rendered with the lightest of touches.



43

43

Edward Atkinson Hornel (1864-1933)

The Lily Pond

signed and dated 'EA Hornel 1915' (lower right)

oil on canvas

75 x 62 cm. (29 1/2 x 24 7/16 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

With MacConnal Mason Gallery, London



44

**THE FOLLOWING 9 LOTS ARE THE PROPERTY OF
WALTER BAIN (1853-1923), AYR, AND THENCE BY
DESCENT**

44

Robert Gemmell Hutchison RSA RBA ROI RSW (1855-1936)

White Sails and Sea Gulls

signed 'R G Hutchison' (lower left)

oil on panel

13.5 x 18 cm. (5 1/4 x 7 in.)

£6,000 - 8,000

€6,700 - 9,000

US\$8,000 - 11,000



45



46

45

David West RSW (1868-1936)
 Lossiemouth Bents
 signed 'David West' (lower right)
 watercolour
 14 x 74.5 cm. (5 1/2 x 29 1/4 in.)

£1,200 - 1,800
 €1,300 - 2,000
 US\$1,600 - 2,400

46

Tom Scott RSA (1859-1927)
 St Mary's Loch
 signed and dated 'Tom Scott. 1922.' (lower left)
 watercolour
 36.8 x 54.7 cm. (14 1/2 x 21 1/2 in.)

£800 - 1,200
 €900 - 1,300
 US\$1,100 - 1,600



47



48

47
James Campbell Noble RSA (1846-1913)
 Mull from Iona
 signed 'J Campbell Noble' (lower right)
 oil on canvas
 50.7 x 60.8 cm. (20 x 24 in.)

£1,200 - 1,800
 €1,300 - 2,000
 US\$1,600 - 2,400

48
Joseph Morris Henderson RSA (1863-1936)
 Children playing by a burn
 signed 'J. Morris Henderson.' (lower right)
 oil on panel
 18 x 25.4 cm. (7 x 10 in.)

£800 - 1,200
 €900 - 1,300
 US\$1,100 - 1,600



49



50

49

John Campbell Mitchell, RSA (1862-1922)

Clattering shaws

signed and dated 'J Campbell Mitchell/1920' (lower right)

oil on panel

31.5 x 36.3 cm. (12 1/2 x 14 1/4 in.)

£600 - 800

€670 - 900

US\$800 - 1,100

50

John Campbell Mitchell, RSA (1862-1922)

Loch Doon

signed 'J Campbell Mitchell' (lower right), inscribed and dated 'To W.B./from J.C.M./Loch Doon/May 20th 1921' (verso)

oil on panel

25 x 35.5 cm. (9 3/4 x 14 in.)

£600 - 800

€670 - 900

US\$800 - 1,100

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



51



52

51
John Campbell Mitchell, RSA (1862-1922)

Paddling
signed 'J Campbell Mitchell' (lower left)
oil on panel
20.2 x 35.5 cm. (8 x 14 in.)

£600 - 800
€670 - 900
US\$800 - 1,100

52
John Campbell Mitchell, RSA (1862-1922)

Auchenreoch Loch
signed 'J Campbell Mitchell' (lower right), inscribed and dated 'To auchengibbert/from J.Campbell Mitchell/R.S.A/1st Nov.1921' (verso)
oil on panel
20.2 x 35.5 cm. (8 x 14 in.)

£500 - 700
€560 - 790
US\$670 - 930

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



53



54

OTHER PROPERTIES

53

David Gauld RSA (1865-1936)

Two Calves

signed 'D. Gauld' (lower right)

oil on canvas

48 x 74 cm. (18 7/8 x 29 1/8 in.)

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700

54

George Smith, RSA (1870-1934)

Stornoway Town

signed 'Geo Smith' (lower right)

oil on canvas

38 x 49 cm. (14 15/16 x 19 5/16 in.)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 2,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



55

55

Patrick William Adam RSA (1854-1929)

Still Life with Fruit and Candelabra

signed and dated 'P.W. Adam 1929' (lower right)

oil on canvas

83 x 65.5 cm. (32 11/16 x 25 13/16 in.)

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700



56

56 AR

Margaret (Maggie) Hamilton (1867-1952)

Still Life

signed 'M HAMILTON' (lower right)

oil on canvas

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

£1,500 - 2,000

€1,700 - 2,200

US\$2,000 - 2,700

Maggie Hamilton was closely associated with the Glasgow Boys, both at Helensburgh and Cockburnspath, and as an artist in her own right. She was the sister of James Whitelaw Hamilton RSA RSW.



57



57

57 AR

Sir Herbert James Gunn RA PRP RSW (1893-1964)

Sir Alexander, and Lady Helen, Roger
one signed 'James Gunn' (upper right); other signed 'James Gunn'
(lower left)

oil on canvas, a pair
both 94 x 72 cm. (37 x 28 3/8 in.)

£1,500 - 2,000

€1,700 - 2,200

US\$2,000 - 2,700

Sir Alexander Roger was an Aberdeen-born, self-made telecommunications tycoon. His wife, Lady Helen, was also a Scot and noted society figure.

Their second son, Neil 'Bunny' Roger, was the celebrated couturier, dandy and socialite. As a stylist he instigated the 'Neo-Edwardian' style, and designed the Capri pant.



58

58

James Paterson PRSW RSA RWS (1854-1932)

Glencaple

signed, inscribed and dated 'James Paterson, Glencaple, 1892' (lower left)

watercolour

33.5 x 52 cm. (13 3/16 x 20 1/2 in.)

£6,000 - 8,000

€6,700 - 9,000

US\$8,000 - 11,000



59



60

59 AR

Dame Elizabeth Blackadder OBE RA RSA RSW RGI DLitt
(born 1931)

Lily Auratum

signed and dated 'Elizabeth Blackadder 1981' (lower left); dated and inscribed '6th September 1981/Edinburgh' (lower left)

pencil and crayon

79 x 57 cm. (31 1/8 x 22 7/16 in.)

£2,000 - 3,000

€2,200 - 3,400

US\$2,700 - 4,000

Provenance

With The Mercury Gallery, London

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

60 AR

William Crosbie RSA RGI (1915-1999)

Composition with Anemones

signed and dated 'Crosbie LXI' (lower right)

watercolour

16.5 x 23 cm. (6 1/2 x 9 1/16 in.)

£700 - 1,000

€790 - 1,100

US\$930 - 1,300

Exhibited

Glasgow, Ewan Mundy Fine Art, *William Crosbie Exhibition*, 1990



61

61 AR

Pat Douthwaite (1934-2002)

Woman, black and orange

signed and dated 'Douthwaite 1990' (upper left)

oil on canvas

152 x 122 cm. (59 13/16 x 48 1/16 in.)

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 8,000



62

62 AR

Sir Robin Philipson RA PRSA FRSA RSW RGI DLitt LLD (1916-1992)

After Eden II

signed and dated 'Robin Philipson/1989/90' (verso)

oil on canvas

77 x 92 cm. (30 5/16 x 36 1/4 in.)

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700

63 AR

Anne Redpath OBE RSA ARA LLD ARWS ROI RBA (1895-1965)

Summer House in a Lisbon Garden

signed 'Anne Redpath' (lower right)

oil on board

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

£5,000 - 7,000

€5,600 - 7,900

US\$6,700 - 9,300



63



64



65

64

David Gauld RSA (1865-1936)

Calves

signed 'D Gauld' (lower right)

oil on canvas

53 x 74 cm. (20 7/8 x 29 1/8 in.)

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700

65 AR

Sir William George Gillies CBE LLD RSA PPRSW RA (1898-1973)

Autumn landscape, Temple

oil on canvas

36 x 69 cm. (14 3/16 x 27 3/16 in.)

Painted circa 1940

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700

Provenance

Collection of Brian Montgomery

Mercury Gallery, where purchased by the present owner



66

66

Sir John Lavery RA RSA RHA (Irish, 1856-1941)

Sir Patrick Ford in the uniform of a Royal Archer

signed and dated 'J Lavery 08' (lower right)

oil on canvas

107.5 x 76.5 cm. (42 5/16 x 30 1/8 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 24,000

Provenance

The sitter

Thence by family descent

Literature

M. Clarke, *The Art of Golf*, 2014 (exhibition catalogue, National Galleries of Scotland), p. 46, illustrated fig. 43

Ford, who became Solicitor General for Scotland, was the schoolfriend who funded FCB Cadell's pivotal trip to Venice in 1910. In return, he requested first choice of the pictures Cadell produced.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



67



68

67 AR

James F T Morrison RSA RSW LLD (born 1932)

Dun, Angus

signed and dated 'Morrison 1993' (lower right)

oil on board

28.5 x 95 cm. (11 1/4 x 37 3/8 in.)

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700

68 AR

Sir William George Gillies CBE LLD RSA PPRSW RA (1898-1973)

On the West Coast

signed 'W Gillies' (lower right)

oil on canvas

52 x 44 cm. (20 1/2 x 17 5/16 in.)

Painted in the early 1930s

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,700



69



70

69 AR

Iain MacNab (1890-1967)

Mixed Bouquet

signed 'Iain MacNab' (lower right)

oil on canvas

64 x 76 cm. (25 3/16 x 29 15/16 in.)

£2,000 - 3,000

€2,200 - 3,400

US\$2,700 - 4,000

Provenance

A wedding gift from the artist

Thence by family descent

70 AR

James Downie Robertson RSA RSW RGI (1931-2010)

Wasteland

signed 'Robertson' (lower right); titled to artist's label (verso)

gouache

35 x 37 cm/ (13 3/4 x 14 9/16 in.)

£700 - 1,000

€790 - 1,100

US\$930 - 1,300

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



71

71 AR

Archie Forrest RGI (born 1950)

Into the Heat of History and Heroes

signed 'Forrest' (lower right); signed and titled to artist's label (verso)

oil on canvas

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

£5,000 - 7,000

€5,600 - 7,900

US\$6,700 - 9,300



72



73



74



75

72 AR

Alison Watt OBE (born 1965)

Self Portrait

mixed media on board

25 x 18 cm. (9 13/16 x 7 1/16 in.)

£2,000 - 3,000

€2,200 - 3,400

US\$2,700 - 4,000

Provenance

With Artbank, Glasgow

73 AR

Gary Anderson RSW (1960)

Portrait of a Girl

signed and dated 'Gary Anderson '91' (lower left)

mixed media on board

13 x 13 cm. (5 1/8 x 5 1/8 in.)

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,600

Provenance

With Ewan Mundy Fine Art, Glasgow

74 AR

Gary Anderson RSW (1960)

A Painter's Things (1990)

signed and dated 'Gary Anderson '90' (lower right); further signed, dated and titled to frame (verso)

mixed media on board

15 x 15 cm. (5 7/8 x 5 7/8 in.)

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,600

Provenance

With Ewan Mundy Fine Art, Glasgow

75 AR

Gary Anderson RSW (1960)

His Flowers

inscribed verso

mixed media on board

15.5 x 15 cm. (6 1/8 x 5 7/8 in.)

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,600

Provenance

With Ewan Mundy Fine Art, Glasgow

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



76

76 AR

**Dame Elizabeth Blackadder OBE RA
RSA RSW RGI DLitt
(born 1931)**

Blue Still Life
signed and dated 'Elizabeth V Blackadder
1980' (lower left)

watercolour
52 x 76 cm. (20 1/2 x 28 3/8 in.)

£2,000 - 3,000
€2,200 - 3,400
US\$2,700 - 4,000

Provenance

With The Mercury Gallery, London



77

77 AR

**Sir Robin Philipson RA PRSA FRSA
RSW RGI DLitt LLD
(1916-1992)**

Yellow Interior
signed 'Robin Philipson' (verso)
watercolour

18 x 19 cm. (7 1/16 x 7 1/2 in.)

£800 - 1,200
€900 - 1,300
US\$1,100 - 1,600



78



79

78 AR

Barbara Rae RA RSA RSW (born 1943)

Near Trevelez

titled, signed and dated 'Near Trevelez Rae '89' (lower left)

watercolour

74 x 95 cm. (29 1/8 x 37 3/8 in.)

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,600

Provenance

With The Scottish Gallery, Edinburgh

Exhibited

Madrid ARCO90, Jan 1990

79 AR

Ann Oram RSW (born 1956)

Plockton House

signed and dated 'Ann Oram '96' (lower right)

ink and watercolour

62 x 100 cm. (24 7/16 x 39 3/8 in.)

£1,500 - 2,000

€1,700 - 2,200

US\$2,000 - 2,700

Exhibited

Edinburgh, The Scottish Gallery, *Ann Oram New Paintings*, April-May 1996, cat.no.11



80

80 AR

James McIntosh Patrick RSA ROI ARE LLD (1907-1998)

White poplar tree near Flocklones

signed 'McIntosh Patrick' (lower left); further signed and titled to
canvas (verso)

oil on canvas

61 x 52 cm. (24 x 20 1/2 in.)

Painted circa 1957

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 16,000



81

81 AR

John McGhie (1867-1952)

Fife Fisher Wife

signed 'J. McGhie' (lower left)

oil on canvas

71.5 x 91.5 cm. (28 1/8 x 36 in.)

£6,000 - 8,000

€6,700 - 9,000

US\$8,000 - 11,000

Provenance

With Pierson and Westergaard, Glasgow

82 AR

Anne Redpath OBE RSA ARA LLD ARWS ROI RBA (1895-1965)

The Victorian Vase

signed 'Anne Redpath' (lower left)

oil on board

54.5 x 73.5 cm. (21 1/2 x 29 in.)

£20,000 - 30,000

€22,000 - 34,000

US\$27,000 - 40,000

Provenance

Dr Allan Boyd Jamieson (Duns and latterly Peebles)

Private Collection

Exhibited

Edinburgh, The Scottish Gallery (Aitken Dott Ltd), Anne Redpath, June

1953, cat. no. 9





83

83 AR

William Johnstone OBE (1897-1981)

Forms in Space

signed and dated 'Wm Johnstone 1948' (verso)

oil on canvas

99 x 111.8 cm. (39 x 44 in.)

£5,000 - 7,000

€5,600 - 7,900

US\$6,700 - 9,300

Exhibited

London, Arts Council of Great Britain, *William Johnstone*, 1981, cat. no.42, owner: Mary Johnstone



84

84 AR

William Johnstone OBE (1897-1981)

Untitled

oil on canvas

unframed

92 x 76 cm. (36 x 30 in.)

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 8,000



85 (detail)

85 *

John Faed, RSA (1819-1902)

Archery Contest Haddon Hall

signed and dated 'Faed '68' (lower right)

oil on canvas

69 x 95 cm. (27 3/16 x 37 3/8 in.)

£20,000 - 30,000

€22,000 - 34,000

US\$27,000 - 40,000

Provenance

From the estate of Francis Harcourt Syms, Rublin, Ontario

With the Klinkhoff Gallery, Montreal, Canada

Exhibited

Edinburgh, Royal Scottish Academy, 1869, cat.no.347, as *Haddon Hall in Olden Time*

Faed was a product of the prodigious Scott Lauder generation of artists, which included Orchardson, Pettie, Chalmers, McTaggart and Graham. In 1864, he followed his brother Thomas in moving to London in pursuit of commissions and Academic recognition, while continuing to submit work for exhibition in Edinburgh and Glasgow. Haddon Hall near Bakewell in Derbyshire is one of England's most celebrated historic houses, built between the 12th and 17th Centuries. It is the seat of the Dukes of Rutland.





86



87

86 AR

Sir William MacTaggart PPRSA RA FRSE HonRSW LLD (1903-1981)

Poppies

signed 'W MacTaggart' (lower right)

oil on board

20 x 27 cm. (7 7/8 x 10 5/8 in.)

£2,000 - 3,000

€2,200 - 3,400

US\$2,700 - 4,000

87 AR

John Houston OBE RSA RSW RGI SSA (1930-2008)

Roses in a Blue Jug

signed 'Houston' (lower right)

oil on board

36 x 25 cm. (14 3/16 x 9 13/16 in.)

£1,500 - 2,000

€1,700 - 2,200

US\$2,000 - 2,700

Exhibited

Edinburgh, Aitken Dott & Son, *Christmas Exhibition 1967*, cat.no.125



88

88 AR

Mary Armour RSA RSW (1902-2000)

Kintyre from Arran
signed and dated 'Mary Armour 71' (lower left); titled and further
signed to artist's label (verso)
oil on board
23 x 28.5 cm. (9 1/16 x 11 1/4 in.)

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,600

89 AR

Ernest Burnett Hood (1932-1988)

November, Glasgow
signed 'Hood' (lower right)
oil on canvas
48 x 72 cm. (18 7/8 x 28 3/8 in.)

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,600

Provenance

With T & R Annans & Sons, Glasgow

90 AR

Doris Clare Zinkeisen (1898-1991)

The Soloist
oil on canvas
84.5 x 65 cm. (33 1/4 x 25 9/16 in.)

£2,000 - 3,000

€2,200 - 3,400

US\$2,700 - 4,000

END OF SALE



89



90

Index Entry	Lot No's	Index Entry	Lot No's
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To include a studio selection
by **Alberto Morrocco OBE RSA RSW
RP RGI LLD D Univ (British, 1917-1998)**

Wednesday 29 November 2017
2pm, Edinburgh

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

*The Basilica Di San Marco,
Moonlight*

signed and dated 'Morrocco/ 82'
(lower right), oil on canvas

117 x 114 cm.
(46 1/16 x 44 7/8 in.)

£10,000-15,000

ENQUIRIES

Colleen Bowen
0131 240 2292
colleen.bowen@bonhams.com



Bonhams

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid 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 or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

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*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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

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

8. VAT

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

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

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. 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 Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	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	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> .	10.4	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.
8.1.1	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.	10.5	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.
8.1.2	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> ,	10.6	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.
8.1.3	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> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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.	10.9	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.
8.1.6	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;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	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;			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> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	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.
8.1.9	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			11	GOVERNING 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.				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.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS		
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> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	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.
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.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		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.
		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> .
		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> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		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> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <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> .
		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:
		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
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <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.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and 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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . 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 <i>Lot</i> , all rights and benefits under this paragraph will cease.	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 <i>Bonhams</i> , it will also operate in favour and for the benefit of <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.
		12 MISCELLANEOUS	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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		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 <i>Website</i> 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.
		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.		APPENDIX 3
		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.		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.
		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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"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'* normal business bank account.

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

19th Century Paintings

UK
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U.S.A
Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
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African, Oceanic & Pre-Columbian Art

U.S.A
Fredric Backlar
+1 323 436 5416

American Paintings

Kayla Carlsen
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Antiquities

Francesca Hickin
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Antique Arms & Armour

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U.S.A
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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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U.S.A
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Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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Suzy Pai
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British Ceramics

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California & American Paintings

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Coins & Medals

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Contemporary Art

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Entertainment Memorabilia

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European Ceramics

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U.S.A
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Furniture

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Thomas Moore
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U.S.A
Andrew Jones
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European Sculptures & Works of Art

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Michael Lake
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Greek Art

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Golf Sporting Memorabilia

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Irish Art

Penny Day
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Impressionist & Modern Art

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India Phillips
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Indian, Himalayan & Southeast Asian Art

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U.S.A
Mark Rasmussen
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Islamic & Indian Art

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Japanese Art

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Jewellery

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Susan Abeles
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HONG KONG
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Marine Art

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U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

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Modern, Contemporary & Latin American Art

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Modern & Contemporary Middle Eastern Art

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Modern & Contemporary South Asian Art

Tahmina Ghaffar
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Automobilia

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Adrian Papiros
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Motorcycles

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Native American Art

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Natural History

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Old Master Pictures

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Orientalist Art

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Silver & Gold Boxes

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Urban Art

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