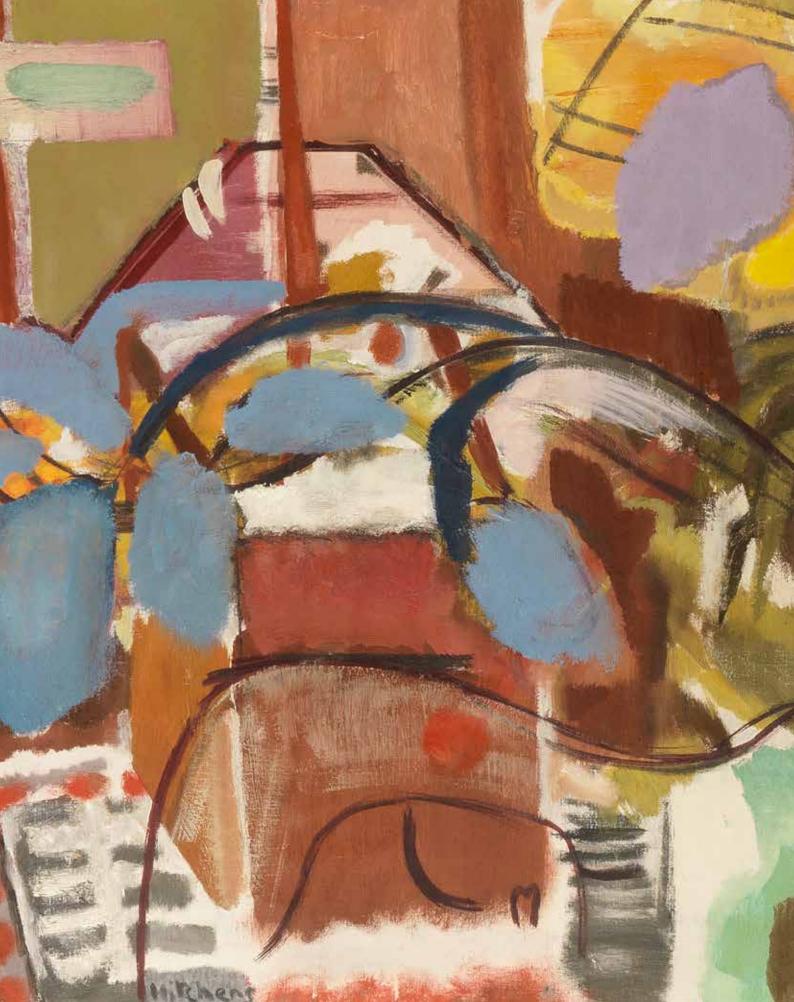
MODERN BRITISH AND IRISH ART INCLUDING THE C.S. REDDIHOUGH COLLECTION

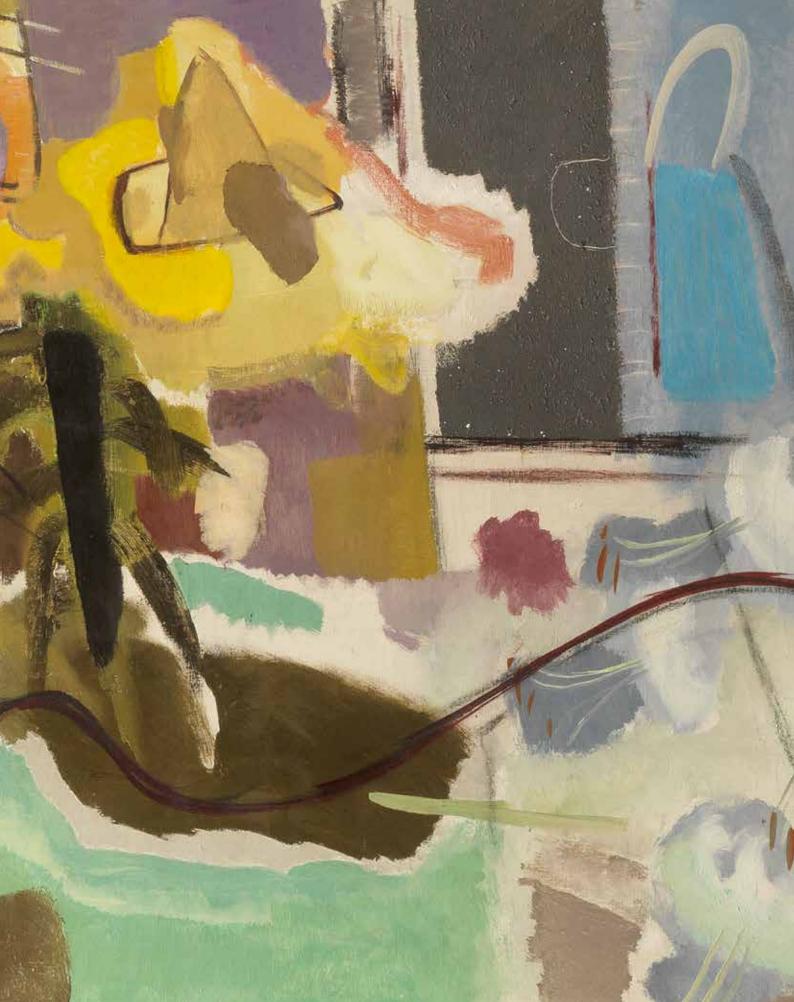
Wednesday 15 June 2016



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MODERN BRITISH AND IRISH ART INCLUDING THE C.S. REDDIHOUGH COLLECTION

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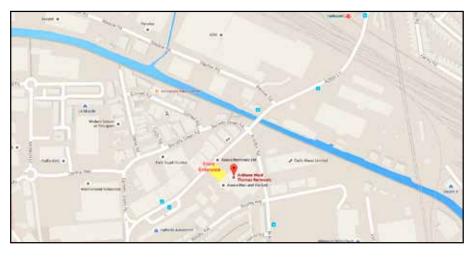
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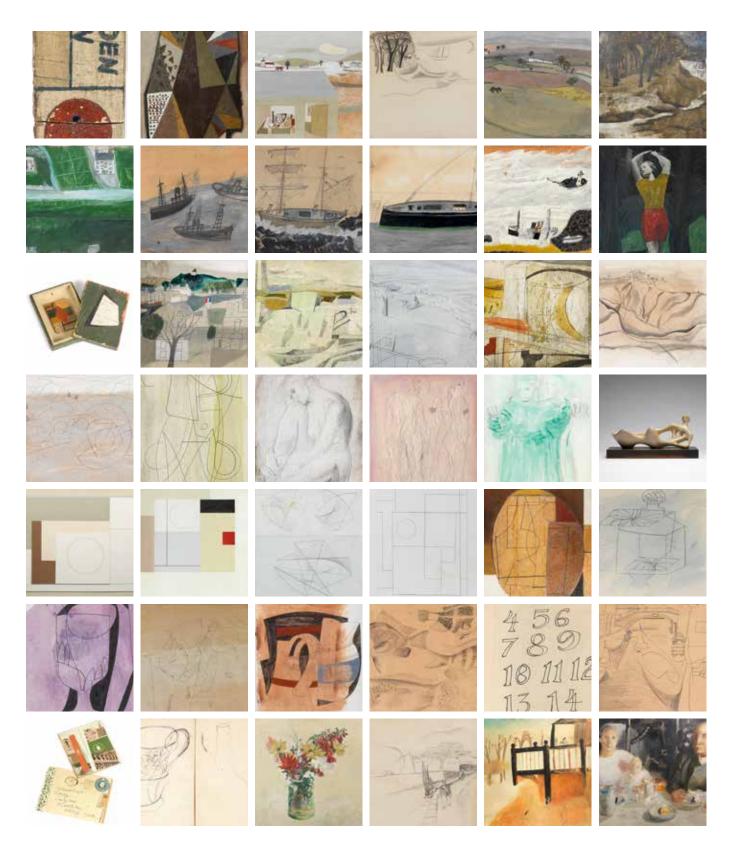
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The C.S. Reddihough Collection Lots 1 - 42





THE INVALUABLE PATRONAGE OF CYRIL S. REDDIHOUGH

"The understanding they gave was invaluable and the work which they bought kept us going"

Ben Nicholson, 30 November 1966, extract from an unpublished article, Tate archive London

In the above rare written sentiment of gratitude Ben Nicholson comments on the six selected collectors whose friendship and patronage he treasured above all others. Named is Cyril Reddihough¹, a presence in Nicholson's life for over four decades and amongst the most consistent and closest of his confidants. Such a relationship is crucial to the nurturing and success of any artist and it is unquestionable that without the loyal support of the handful of collectors such as Cyril Reddihough, British & international modernism would have been starved of one of its most vital advocates.

A solicitor by profession, the young Cyril was an early admirer of the paintings of Cézanne, Picasso and Matisse and a keen, rather talented amateur artist himself.² In 1926, aged twenty-four, whilst in Cumberland Cyril heard that some 'rather odd' works were being produced by a young artist over at Banks Head. His creative mind intrigued, Cyril called on Ben and his first wife Winifred and found himself 'completely flattened' by the 'poetic quality' of what he saw.³ That first meeting, led to a series of letters exchanging thoughts on art which in turn blossomed into a friendship that would outlast all five of Ben's major female companions. Cyril, always known to Ben as 'Redd', made regular studio visits in London throughout the late '20s and '30s, undertook trips to St Ives in the '40s, travelled with the artist throughout Italy in the '50s and holidayed at Ben's Swiss chalet in the '60s (where once Cyril found Ben so engrossed in his work that he had unwittingly become snowed in and Cyril, shovel in hand, had to dig his way into the villa).⁴ On these visits the pair would often draw side by side and a palpable dialogue formed between Ben's distinct

hand and the many indebted works of Cyril's.⁵ Ben would visit Cyril in equal measure; he and his third wife Felicitas honeymooned in Ilkley at the Reddihough home in 1958, later recalling a day trip to Fountains Abbey with fondness, and again made the journey north from London immediately following his major 1969 Tate Gallery retrospective.

Ezra Pound wrote 'If a patron buys from an artist who needs money (needs money to buy tools, time, food), the patron then makes himself equal to the artist; he is building art into the world; he creates.'⁶ By this rule, Cyril qualified as an exceptional artist. Financial support was never lacking from Cyril's corner; he bought major works direct from Ben steadily throughout his career⁷, many of which can be seen in the following catalogue entries and stand out as the key masterpieces. His generosity was not limited to Ben's creations and he also bought important works direct from Winifred Nicholson and Barbara Hepworth.

Additionally, Cyril sought to acquire work by many other major protagonists of modernism such as Henry Moore, Christopher Wood, Jean Helion & Henri Hayden, and latterly supported the younger generation of painters such as Mary Newcomb and Ben's daughter, Rachel Nicholson. However his patronage extended beyond mere acquisition of artworks. Letters to Cyril from Winifred Nicholson testify to his generosity in sending material for winter coats to clothe the artists' children on one occasion and the purchase of a tie for their son Jake on another. Perhaps even more critical was his solidarity in stance for Ben's abstract cause at a time when such art was widely ostracised. In 1930 Cyril penned a wonderfully poetic

Redd

foreword to Ben's early one man exhibition at the Lefevre Gallery in London. There Cyril states 'Ben Nicholson, as an artist brooding upon the mysteries of form and colour and the life latent in them, lives in a seclusion as austere as that of a medieval monk in his cell'.⁸ The exhibition was rewarded by a favourable review in The Times, concerned in the most part with Cyril's introduction, especially the link to Ben as a holy man which has become a recurrent theory in the debate of the artist's work.⁹

Wishing his works rather than his words form his legacy, Ben famously instructed friends, acquaintances, dealers and critics to destroy his letters to them and kept very few of their replies. Yet the tale of Cyril and Ben's friendship is richly told by the personal works within the Reddihough collection. The major acquisitions which provided Ben with such security were rewarded with personally dedicated, at times esoteric and always thoughtful pieces. Gifted works, inscribed by Ben (often in Ben's signature phonetic script such as 'Oona + Redd')10 date regularly in the collection from the 1930s onwards and include the beautifully crafted Bus Ticket, regular and varied Christmas tokens (also sent from Barbara Hepworth) and numerous memento drawings and prints of trips taken together. Ben also sent Cyril gifts of paintings by Alfred Wallis, the now adored Cornish fisherman-cum-painter who Ben championed at every opportunity. In an early letter to Cyril, Winifred took the torch from Ben writing 'We have made friends with a fisherman of 74, mad and poor and quite alone without any friends. He paints all day, imaginative, elemental strange pictures on scraps of cardboard'.11 An early convert, Cyril acquired several Wallis pictures and passed on the flame when he donated one, Bay with St Michael's Mount, to The Leeds Art Fund in 1992.12

By the late 1970s Ben was notoriously cantankerous; he was feuding with fellow artist Naum Gabo (who 35 years earlier he had praised highly in a letter to Cyril), he was in embroiled in legal battles with his neighbours over access to land and, due to his new habit of purposely misdating his work, his gallerist accused him privately of a 'kind of psychological warfare'.¹³ Even Cyril found himself at the end of a frivolous altercation concerning a red carpet which Ben did not approve of being in such proximity to his 'best paintings' (in fact Ben described the carpet as 'The very precise opposite of everything I believe in')¹⁴. Nonetheless, the upset was soon overcome and Ben and Cyril continued to correspond. Cyril continued to loyally support Ben's legacy and that of those in his circle up to and beyond the artists' deaths. He made a habit of lending his collection for exhibition around the world, he spoke warmly to John Read of Ben in his 1985 film Reminiscences of Friends of British Abstract Painter, Ben Nicholson and has been generous with his time in communicating with numerous academics across the decades.

The C.S. Reddihough collection presents the largest and most important collection of works by Ben Nicholson to ever be offered at auction, and also extends to Nicholson's artistic circle including exceptional works by leading figures of Modern British Art such as Henry Moore, Dame Barbara Hepworth, Alfred Wallis, Winifred Nicholson and Christopher Wood. Bonhams is proud to offer for the first time both an intimate insight to one of the most important British artist/patron relationships of the 20th Century and an opportunity to acquire museum quality works with utterly exceptional provenance.

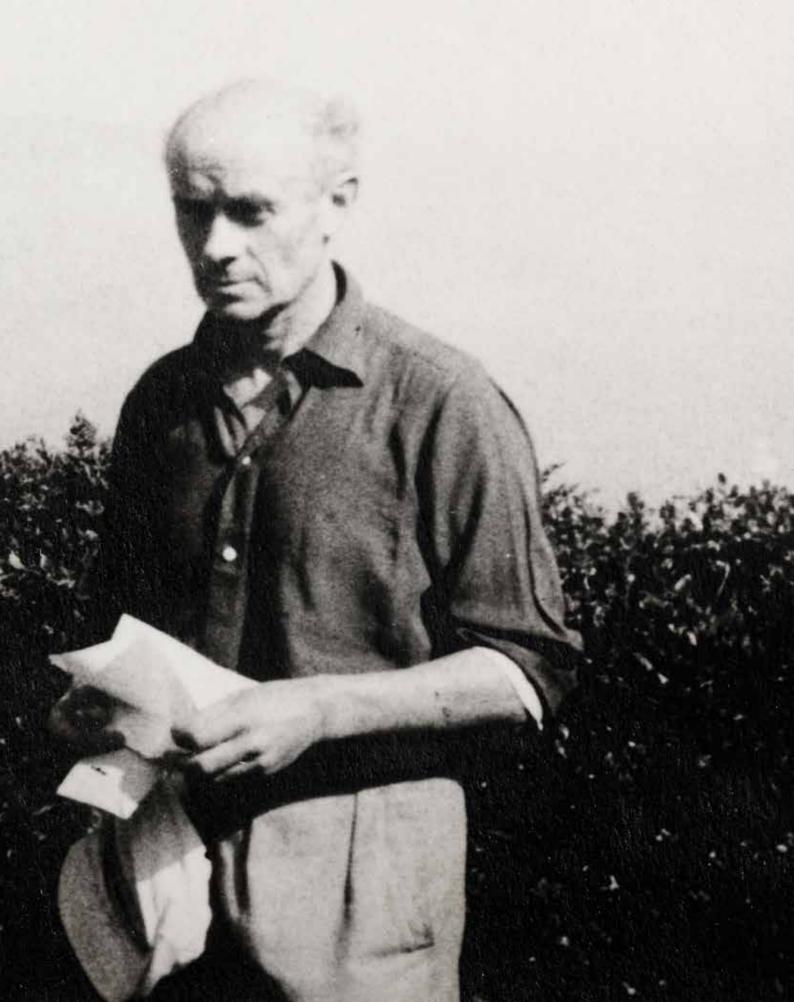
Notes:

- 1. Ben Nicholson, 30 November 1966, extract from an unpublished article, Tate archive London.
- 2. Sarah Jane Checkland, *Ben Nicholson*, John Murray, London, 2000, p.63.
- Jovan Nicholson, Ben Nicholson, Winifred Nicholson, Christopher Wood, Alfred Wallis, William Staite Murray, Art and Life 1920-1931, Dulwich Picture Gallery 2013, p.44.
- 4. Sarah Jane Checkland, *Ben Nicholson*, John Murray, London, 2000, p.355.
- 5. Sarah Jane Checkland, *Ben Nicholson*, John Murray, London, 2000, p.84.
- 6. 1915, Ezra Pound in a letter to collector John Quinn.
- Acquisitions cited extend beyond the present collection to include a 1951 studio purchase from Barbara Hepworth (part purchased with Margaret Gardener) and 1953 studio purchase from Ben Nicholson, latterly sold by Cyril Reddihough.
- 8. Cyril Reddihough, Ben Nicholson, Lefevre, Gallery London, 1930.
- 9. Sarah Jane Checkland, *Ben Nicholson*, John Murray, London, 2000, p.84.
- 10. Feb 64, pencil and wash on paper.
- 11. Undated letter from Winifred Nicholson to Cyril Reddihough, Reddihough Collection.
- 12. Now in the Leeds Art Gallery.
- 13. Sarah Jane Checkland, *Ben Nicholson*, John Murray, London, 2000, p.388.
- 14. Letter from Ben Nicholson to Cyril Reddihough, Private Collection.

We are extremely grateful to all of the academics, friends and family who generously gave their time to share memories of Cyril and his wonderful collection with us. In particular his close friends Ronnie Duncan and Sylvia Thompson as well as Jovan Nicholson, Dr. Sophie Bowness, Peter Khoroche, Dr. Lee Beard, Professor David Lewis, Lynne Green and Dr Judith Collins. A full transcript of recollections of Cyril from Ronnie's own memoirs is available on request.

Please note that additional lots from The C.S. Reddihough Collection will be offered through our auctions of Prints & Multiples on 22 June and Impressionist & Modern Art on 23 June, both at New Bond Street.

Cyril Reddihough (left) and Ben Nicholson (right), St Ives, 1946, photograph courtesy of The Estate of C.S. Reddihough



MEMORIES OF REDD BY LYNNE GREEN

I first met Cyril Reddihough and his second wife Una, in 1980, whilst on a road trip to private art collections in the North of England. I'd known of him as a notable collector of British Modernism for sometime, but had been urged by Ben Nicholson to seek him out. It became obvious that each held the other in high regard and with deep affection. In retrospect the close bond between them, while on the surface perhaps unlikely, was striking. It included, but was not exclusively based upon, the loyalty that grows between patron-collector and artist, especially when the collecting begins in the exploratory early years of what only later becomes a successful and distinguished career. The Reddihough collection testifies to the life-long friendship and support of a collector who understood and followed the artist's journey. From the outset evident in Reddihough's catalogue text of 1930 - the Yorkshire solicitor knew what Ben Nicholson the artist was about. I wonder if Cyril's early interest in the Italian Renaissance master Piero della Francesca made the transition to Ben's contemporary modernism rather more straight forward than it might otherwise have been: was in fact intuitive. In the work of both artists, precision of line, abstract geometries and a controlled palette are key.

Sharing many enthusiasms, the relationship between Reddihough and Nicholson was multifaceted. It seems appropriate that they should have met on a golf course – both men were athletic. The aesthetics of that game – the movement of the players, the trajectory (line) of the ball – seemed to Nicholson (as in his other great love, tennis) akin to the 'inexplicable sense', to his 'poetic idea' in painting. That they should later spend long periods together travelling in Italy to draw indicates the level of trust and mutuality between them. Nicholson did go on drawing trips in the 1950s with fellow artists – such as Wilhelmina Barns-Graham – but there is something deeply moving in his willingness to share his creativity with someone who never claimed to be anything other than a competent amateur. When I knew him Cyril remembered with evident pleasure those long drawing holidays, working side by side with a master.

Their friendship weathered many changes, including second (and in Ben's case third) marriages. Cyril was stoical in the face of Nicholson's habit in his later years of borrowing back a particular work, only to return it re-worked. There was also evident sadness, and yet affectionate acceptance, when a change in Cyril's circumstances caused Ben to reject the possibility of staying again with his old friend. It was not a human problem but an aesthetic one: Ben could not tolerate his work being displayed in juxtaposition to ornate and heavily patterned furnishings...

My own first visit to the Reddihough collection was a revelation – I had little experience then of major works of art in a home. There is a world of difference between the stripped down gallery interior and a house where art vies for attention within the domestic. Cyril had a wonderful eye and he had the courage to follow his instincts. Given his position within local society he must also have had to contend with a certain amount of incredulity – at least in the early years.

Cyril Reddihough owned, to my mind, some of the finest, seminal, works of Ben Nicholson's career. I can still recall the powerful impact, the sense of elation when I saw them hanging in the Reddihoughs' sitting room. I'd seen some in exhibition, but somehow they became more potent, more memorable in the excitement of that first visit to their permanent home. This was art that was lived with, loved and cherished as part of someone's daily living.

As evident by the artists in this sale, the arc of Cyril Reddihough's collecting was deeply influenced by his association with Ben Nicholson. As a collector he welcomed the opportunity to share his good fortune in owning such extraordinary art – as evidenced by how often he lent to exhibitions. I think he thought it part of the role of collector, to widen the audience for art. He was also, as a lender, celebrating a friend. Cyril was always eager to introduce friends to his other passions. Immensely proud of his native Yorkshire, he and Una were responsible for introducing me to Mount Grace Priory, in North York Moors National Park. I have never forgotten that first visit, in their company, to its extraordinary beauty and tranquillity. I remember, they had brought a picnic. I cannot go there now without recalling Cyril: a warm, often funny, open hearted and generous human being. I understand why Ben loved him.

Lynne Green is the author of W. Barns-Graham: a studio life. She is currently preparing an exhibition, with accompanying book, on Ben and William Nicholson for Pallant House Gallery.

Redd

"My irreverent nickname for him was The Lad: both for the North Country connotation and for his perennial, unconscious youthfulness of spirit"

Ronnie Duncan

Cyril Reddihough in Ronnie Duncan's Garden, photograph courtesy of Sylvia Thompson

1^{AR}

BEN NICHOLSON O.M. (1894-1982)

Bus Ticket signed and inscribed 'Redd/from/Ben' (verso) oil and pencil on panel 14.8 x 1.7 cm. (5 7/8 x 5/8 in.) (unframed) Painted circa 1933

£8,000 - 12,000 €10,000 - 15,000 US\$12,000 - 17,000

Provenance

The Artist, by whom gifted to C.S. Reddihough

Exhibited

Cambridge, Kettle's Yard Gallery, *Ben Nicholson–The Years of Experiment 1919-39*, in association with the Arts Council of Great Britain, 9 July-29 August 1983, cat.no.40 (ill.b&w); this exhibition travelled to Bradford, Cartwright Hall, 10 September-9 October, Canterbury, Royal Museum, 24 October-26 November 1983 and Plymouth, City Museum and Art Gallery, 2 December 1983-8 January 1984

Madrid, Fundación Juan, *Ben Nicholson*, 6 February-29 March 1987, organised by The British Council, cat.no.18 (col.ill.); this exhibition travelled throughout Spain and Portugal

London, The Tate Gallery, *Ben Nicholson*, 13 October 1993-9 January 1994, cat.no.29; this exhibition travelled to St Etienne, Musée d'Art Moderne, 10 February-25 April 1994

Literature

Jeremy Lewison, *Ben Nicholson*, Phaidon, London, 1991, pl.66 (col.ill.) Jeremy Lewison, *Ben Nicholson*, The Tate Gallery, London, 1993, p.212 (ill.b&w and col.ill. p.124)

Norbert Lynton, Ben Nicholson, Phaidon, London, 1993, p.101, pl.90 (col.ill.)

'The 24 bus passes the bottom end of Parkhill Road on its way from Camden Town to Hampstead; among its most important stops in the West End is Tottenham Court Road. Nicholson made a small number of bus ticket objects in which he recognised the compositional and decorative effect of lettering which he saw on placards and signs' (Jeremy Lewison, *Ben Nicholson*, The Tate Gallery, London, 1993, p.212). "Such a wonderful collection. I visited Cyril when I was doing a Winifred Nicholson exhibition and remember wanting to steal some of the small works by Ben. Particularly the bus ticket!"

Dr Judith Collins

Redd



 2^{AR}

BEN NICHOLSON O.M. (1894-1982)

Diamond oil on canvas *22.7 x 13.9 cm. (8 7/8 x 5 1/2 in.)* Painted in 1929 or 1930

£70,000 - 100,000 €89,000 - 130,000 US\$100,000 - 150,000

Provenance

The Artist, 1930, from whom acquired by C.S. Reddihough

Exhibited

Leeds, Temple Newsam, September–October 1944 (as *Composition 1929*) Cambridge, Kettle's Yard Gallery, *Ben Nicholson – the Years of Experiment 1919-39*, in association with the Arts Council of Great Britain, 9 July-29 August 1983, cat.no.23 (ill.b&w); this exhibition travelled to Bradford, Cartwright Hall, 10 September-9 October, Canterbury, Royal Museum, 24 October-26 November and Plymouth, City Museum and Art Gallery, 2 December 1983-8 January 1984 "I loved seeing Redd's collection again: so personal, and so reflective of his sensitivity as well as of Ben. As Ben would say, every object is 'spot on'."

Professor David Lewis

Redd



Redd



Man Leaning on a Table, 1916 (oil on canvas), Picasso, Pablo (1881-1973) / Private Collection / Bridgeman Images © Succession Picasso DACS, London 2014

Abstraction had been approached by Ben Nicholson as early as 1924 in just a handful of canvases, 1924 (first abstract painting – Chelsea) (collection of Tate Gallery, London), 1924 (Trout) (Private collection) and 1924 (first abstract painting – Andrew) (Private collection). Thereafter, a period of five or six years saw the artist concentrating on more representational still life and landscape images (see lot 6, 1928, Pill Creek). However, in the early 1920s a seed had been sown and at the turn of the decade abstraction in Nicholson's paintings was about to re-emerge. This new artistic vocabulary did not take full swing until 1933 with his carved reliefs incorporating circles, a number of them pure white. Diamond therefore is all the more astonishing in that it anticipates Nicholson's most celebrated period some three or four years prior to the main event.

Dated on the 1983 Kettle's Yard exhibition label on the backboard to 1929 but on the Arts Council of Great Britain's label to 1930, even the latter year would signal a significant time difference between this gem of a picture being made and Nicholson's obsession with pure abstraction. It would appear, then, to be an extremely rare departure from his representational art at this precise time. Although another less complex and successful painting with the same title is illustrated in black and white on page 8 of John Russell's 1969 book on Ben Nicholson.

Prior to Nicholson's earliest visits to Paris during the years 1921-1923, with his first wife Winifred, when they would visit the city en-route to Switzerland, his artistic output was largely Edwardian in style. His time spent in the French capital though, observing the avant-garde works of Pablo Picasso, Georges Braque and Jean Arp, among others, ignited a flame in Ben's creative being. It was following these first trips the few seminal 1924 abstracts materialised. The artist himself readily admitted the significance of these sojourns, as Jeremy Lewison comments, 'Later in his life he recalled having seen a painting by Picasso, in a style similar to *Man Leaning on a Table* (see above), 1915-16, at Paul Rosenberg's gallery in Paris. In 1948 he stated in a letter to his brother-in-law John Summerson, the architectural historian who at the time was engaged in preparing a book on Nicholson, that the sighting of this picture was, The real revelation...It was what seemed to me then completely abstract and in the centre there was an absolutely miraculous green – v. deep, v. potent and absolutely real – in fact none of the events in one's life have been more real than that and it still remains the standard by which I judge any reality in my work. It was this painting in among all the other exciting ptgs I saw in Paris 1921-22-23 that were such an inspiration (3 January 1948) (Jeremy Lewison, Ben Nicholson, Phaidon, London, 1991, p.10).

This synthetic Cubist painting made such an impression on Nicholson that it was still informing his art six years later. Whilst the subject of the two works is totally different, the manner in which they are both fragmented into irregular shapes bear remarkable similarity. In Diamond their seemingly haphazard juxtaposition appears random, but has been cleverly designed by the artist so that what is a flat surface appears to have a complex three dimensional structure of many planes, like that of a jewel. The two brilliant white triangles, the lower left of which is spotted black, another technique favoured by Picasso during synthetic Cubism, accentuate the gleaming qualities inherent in a diamond. In contrast, jet black areas are used to denote the inner density of the precious stone. The remaining palette is strongly reminiscent of Picasso's Man Leaning on a Table, with similar red, green, brown and blue introduced. The only additional colour in Nicholson's piece is the yellow. This diverse spectrum again reflects the properties of a diamond when light hits its multi-faceted surface. Diamond is a playful work, which Nicholson clearly took much delight in producing. The small brown triangular and crescent shapes floating over the green and beige on the left of the stone is a fun inclusion, as is the little eye motif in the upper right red triangle, but their purpose is also serious in helping to create a greater illusion of depth. Indeed, the depth of the painting is ultimately underpinned by its semi relief-like nature, with the inclusion of the smudgy black outline surrounding the entire gem stone. This enhances the feeling that the little rock is resting on something real and solid by its casting shadows onto the neutral background.

Although not a large picture, the beauty and power present in *Diamond*, along with its ingenuity make it one of the stand-out works from The C.S. Reddihough collection. It is one of the rare paintings by Ben Nicholson from 1929/30 which hint at the extraordinarily creative and radical phase he was about to embark on in the early 1930s.





George & Rufus Ben Nicholson 1938

3^{AR}

BEN NICHOLSON O.M. (1894-1982)

George and Rufus

signed twice, inscribed and dated 'George + Rufus/Ben Nicholson/1938/Illustration to children's story/Nicholson/3 Mall Studios/Parkhill Rd/NW3 London' (on the backboard) oil on board 38.5 x 49.5 cm. (15 1/4 x 19 1/2 in.) (including the artist's

prepared backboard)

£70,000 - 100,000 €89,000 - 130,000 US\$100,000 - 150,000

Provenance C.S. Reddihough In the late 1930s Ben Nicholson produced a series of works which were derived from drawings he had made for his own children. The artist's son Jake recalled that 'Dogs were called Booboo or Ponto, and horses seemed to be George, or if they were roan coloured, Rufus, and they tended to be skittish. There was also a stag called Johnny and even a crocodile called Billy'. The paintings were intended for an illustrated children's book titled 'George and Rufus' but the publishers Routledge changed their mind and it was never completed. The designs were however put to use by Alistair Morton, founder of Edinburgh Weavers, and became a repeat pattern for a nursery fabric.

On the surface the present example exhibits all the charming naivety that Nicholson so admired in the work of Alfred Wallis. On closer inspection however it is clear that here is a cleverly thought out, informed work that successfully combines the artist's three central preoccupations – landscape, still life and abstraction. The rolling Cumbrian hills in the background contrast with a planar display of fruit and crockery on the table. The spatial arrangement of the flattened objects and shadows revealing Ben's admiration for Cubism and the likes of Braque. He went on to develop this obsession of placing still life in landscape throughout his career. And finally, through a partially open door the viewer catches a glimpse of an abstract painting hanging on the wall, a nod to the carved white reliefs he had created in the years immediately prior.

But perhaps one of the most engaging aspects of this painting is the personal touch of the note simply inscribed 'Kate'. Kate is his daughter from his first marriage to fellow painter Winifred Nicholson and in the year the present work was painted, 1937, Ben and Winifred were embroiled in difficult divorce proceedings so it is easy to imagine how Kate and her happiness and welfare would have been on his mind.

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Redd



Redd

4^{AR} BEN NICHOLSON O.M. (1894-1982)

Illustration to George and Rufus signed, signed again with initials, inscribed and dated 'B.N. C.1937/ILLUSTRATION TO/GEORGE + RUFUS/NICHOLSON/ coll.C.S.Reddihough' (on the mount) pencil 25.4 x 35.7 cm. (10 x 14 in.)

£10,000 - 15,000 €13,000 - 19,000 US\$15,000 - 22,000

Provenance

The Artist, from whom acquired by C.S. Reddihough

"I didn't know Redd as well [as Peter Khoroche]; but that's not surprising. Like that other great Yorkshireman, Herbert Read, he was guiet and self-contained and neat, and concealed his private thoughts behind the broadest smile. My association with him spanned from the early 1950's until his death. I first met him when I was curator of the Penwith Gallery and also when I worked with Barbara Hepworth in the early 1950's and he would visit St. Ives. He was one of a small group of friends who, to use Ben's word, understood. The others, besides Herbert Read, were Helen Sutherland, H.S. Ede, Leslie Martin, and Margaret Gardiner. One of the keys was landscape; the hills and valleys of the dales formed by millennia of erosion, and the rhythms of sea and winds and land in the extreme South West of Cornwall. These rhvthms of sea and clouds as well as of land, and the textures and colours of sand and granite and seashells, all wove their way into the visual poetry of Ben's paintings and Barbara's sculptures. Redd understood this deeply -- not just intellectually, but emotionally and physically. He was able to relate, through his inner self, aspects of art that spanned from Alfred Wallis to Georges Braque; and from African tribal art to Brancusi and Hepworth. He loved to go drawing with Ben: it was the immediacy of insight that drawing gave him that intrigued him. The last time I saw Redd was shortly before he died. Ronnie Duncan and I went to visit him. Frail -he was the same broadly smiling, sensitive Redd that we always knew."

Professor David Lewis

Redd



Redd

5^{AR} BEN NICHOLSON O.M. (1894-1982)

Clark's Hill

signed, titled and dated 'Clark's Hill/Ben Nicholson 1930' (on the backboard) oil on panel (irregular) 46.5 x 56.2 cm. (18 3/8 x 22 1/4 in.) (including the artist's prepared backboard)

£80,000 - 120,000 €100,000 - 150,000 US\$120,000 - 170,000

Provenance

C.S. Reddihough

Literature

J.P. Hodin, *Ben Nicholson, The Meaning of His Art*, Alec Tiranti, London, 1957, pl.5 (ill.b&w, as 1930 (Clark's Hill, Cumberland))

The chance discovery of the retired fisherman and artist Alfred Wallis during August 1928 in Back Road West, St. Ives by Ben Nicholson and Christopher Wood had a lasting impact on both artists. Using ships' paint and discarded pieces of cardboard from his neighbour, a local grocer, his paintings were primitive in style and the finished product was very much governed by the materials he had to hand. Nicholson in particular was impressed by the resourcefulness of Wallis when it came to choosing the supports he painted on and was taken by their primitiveness. As John Russell comments:

BN wrote later of Wallis that he welcomed the irregularities in his pieces of board, "using each shape as the key to the movement in a painting, and using the colour and texture of the board as the key to its colour and texture. When the painting was completed, what remained of the original board, a brown, a grey, a white or a green board, sometimes in the sky, sometimes in the sea, or perhaps in a field or a lighthouse, would be as deeply experienced as the remainder of the painting" (John Russell, Ben Nicholson, drawings paintings and reliefs 1911-1968, Thames and Hudson, London, p.18).

It is no surprise therefore that *Clark's Hill*, made in 1930, just two years following the meeting of Wallis and Nicholson, has been painted on a rough piece of manufactured panel. The edges, and even the surface, are imperfect and uneven, probably cut intentionally so by the artist rather than just found that way, so the whole support reflects the type of material Wallis so often worked with.

The location of this picture is a farm situated not far from Banks Head, the latter of which was Ben and Winifred Nicholson's Cumberland home from 1924 onwards. They set about renovating the grey stone farmhouse by changing the windows to allow more light in and turning the barn into an artists' studio. By the end of the decade the surrounding hills and farmland featured regularly in his landscapes;

Ben's main output was a series of landscape paintings which by a combination of innocence and austerity are extremely effective at capturing the essence of Winifred's native heath, with its contoured hills and coppices, its meagre dwellings and its grazing livestock... The technique which Ben continued to develop of painting thinly on surfaces on to which he had already applied rough washes, gave these works an extra physical dimension as well as a fragility in the face of nature (Sarah Jane Checkland, Ben Nicholson, The Vicious Circles of his Life and Art, John Murray, London, 2000, pp.82-83).

In the foreground the wide sweeping brushstokes of the green field are used to describe the contours of the earth, in a manner not dissimilar to *1928 (Pill Creek)* (see lot 6). These have been applied in a thin wash which allows the rough surface of the panel beneath to bring texture to the work. Beyond this and in contrast, the eye is led into the middle distance where the soft pink of the adjacent field has a thicker impasto giving the picture solidity. The gleaming white farm buildings on the horizon are the focal point, like a beacon of light. The motif of a lone horse, which appears in a number of his landscapes from this period, is naïve in style and complements the simplicity of the golden haystacks. Overall, the rhythm of the undulating fields and hills, along with the softly rendered trees, all point to a poetic quality which infused Nicholson's output at this time and which came to a relatively abrupt halt shortly after *Clark's Hill* was painted.

The Cumbrian Landscapes have a look of artlessness, but when we examine them more closely the beauty and spontaneity of the touch stand out in their time, and we see what Paul Nash meant when he wrote in 1933 that BN was known to the general public for "a very rare colour sense and an almost magical manipulation of patina". (Op.Cit., p.16).

Redd



Redd



 6^{AR}

BEN NICHOLSON O.M. (1894-1982) 1928 (Pill Creek) gesso, oil and pencil on canvas 50.8 x 60.9 cm. (20 x 24 in.)

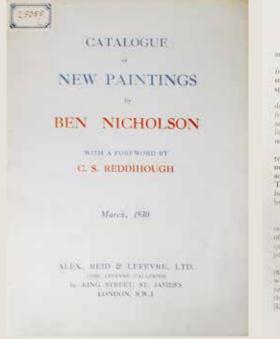
£200,000 - 300,000 €250,000 - 380,000 US\$290,000 - 440,000

Provenance The Artist, from whom acquired by C.S. Reddihough (prior to 1948) "A very beautiful place, a little creek with pine woods and white yachts at the end of a large inlet with Falmouth at the head"

Ben Nicholson describing Pill Creek

Redd





FOREWORD

Creative mind has watched the funtastic dance of shapes

Expressive and beautiful they are as separate entities, but from their reactions one upon another, and from their inter-movements, becoming ever more balanced and inevitable, is

subvestigning a dominanting event more balanced and incertable, is springing a dominanting rhythm, a new file-bloce. The studiety of the paining been of this contemplation is drawn from the mind of its creator himself and bardly at all from the life of humanity and nature, for Ben Nichebon, as an artist, bronding upon the mysteries of form and colour and the life barnt in them, lives in a seclation as anatere as that of a malayiar mank in his cell. If the fram at the seclar of the second

multiarial munik in his cell. If the frait of his solitary unditation he a landscape, the trace, battess and naked, will be depicted only by their virile movement out of the earth and the earth itself, robbed of its accidental changing texture, realised as a pore surface in space. These, moreover, will not be coloured by the light of the sun iaut will glow with sombre tones seeming to come from the intari, deep down in titely, of the scene represented. It is Wirenez measures and information

It is Winter-austere and elemental. A similar feeling dominates the still life paintings wherein can find no expression of the useful or ornamental qualities

one can find no expression of the useful or ornamental qualities of these familiar ings and crass. One contemplates only the qualities of the second second second second second second second results and second second second second second second second results and second seco Hen Nichoban experiences a sensitive and passionate response.

C. 5. REDDIHOUGH.

Catalogue for Ben Nicholson's 1930 Lefevre exhibition, including an introduction by C.S. Reddihough

Exhibited

Probably London, Arthur Tooth & Sons, 9th Exhibition of the Seven and Five Society, 7-28 March 1929, cat.no.31 (as Feock)

Probably London, Lefevre Gallery, New Paintings by Ben Nicholson with a forward by C.S. Reddihough, March 1930, cat.no.11 (as Feock) Amsterdam, Stedelijk Museum, Ben Nicholson, Winter 1954-55, cat.no.4 Paris, Musée National D'Art Moderne, Ben Nicholson, 21 January-20 February 1955, cat.no.4; this exhibition travelled to Brussels, Palais Des Beaux-Arts, 3-27 March and Zurich, Kunsthaus, 20 April-22 May London, The Tate Gallery, Ben Nicholson, A Retrospective Exhibition, June-July 1955, cat.no.6, pl.9 (ill.b&w)

Hanover, Kestner-Gesellschaft, Ben Nicholson, 17 April-17 May 1959, cat.no.5 (ill.b&w); this exhibition travelled to Mannheim, Stadtische Kunsthalle, Hamburg, Kunstverein and Essen, Museum Folkwang London, The Tate Gallery, Ben Nicholson, 19 June-27 July 1969, cat. no.22 (ill.b&w)

New York, Albright-Knox Art Gallery, Ben Nicholson, Fifty Years of His Art, 21 October-26 November 1978, cat.no.8 (ill.b&w); this exhibition travelled to Washington D.C., Hishorn Museum and Garden, 21 December 1978-18 February 1979, and New York, The Brooklyn Museum, 17 March-13 May 1979

Madrid, Fundación Juan, Ben Nicholson, 6 February-29 March 1987, organised by The British Council, cat.no.10 (col.ill.); this exhibition travelled throughout Spain and Portugal

Martigny, Fondation Pierre Gianadda, Ben Nicholson, 14 November 1992-24 January 1993, cat.no.7

London, The Tate Gallery, Ben Nicholson, 13 October 1993-9 January 1994, cat.no.14; this exhibition travelled to St Etienne, Musée d'Art Moderne, 10 February-25 April 1994

Valencia, IVAM Centre Julio Gonzalez, Ben Nicholson, 25 April-7 July 2002, cat.no.13 (col.ill.)

Hayama, The Museum of Modern Art, Ben Nicholson, 7 February-28 March 2004, cat.no.9 (col.ill.); this exhibition travelled to Nagoya, Aichi Prefectural Museum of Art, 9 April–23 May and Tokyo, Station Gallery, 29 May-25 July

Kendal, Abbot Hall, A Continuous Line, Ben Nicholson in England, 7 July-20 September 2008, cat.no.10; this exhibition travelled to Bexhill, De La Warr Pavilion, 11 October 2008-4 January 2009 and St. Ives, Tate Gallery, 24 January-4 May

Leeds, Leeds Museums and Galleries, Art and Life: Ben Nicholson,

Winifred Nicholson, Christopher Wood, Alfred Wallis, William Staite Murray, Art and Life 1920-1931, 18 October 2013-12 January 2014, unnumbered; this exhibition travelled to Cambridge, Kettle's Yard Gallery, 15 February-11 May and London, Dulwich Picture Gallery, 4 June-21 September

Literature

John Summerson, Ben Nicholson, Penguin Books, Middlesex, 1948, pl.6 (ill.b&w)

Herbert Read, Ben Nicholson, Paintings, Reliefs, Drawings, Volume 1, Lund Humphries, London, 1948, pl.32 (ill.b&w)

Herbert Read, Views on Ben Nicholson, British Council Press, London, 1955, pl.5 (ill.b&w)

Aujoud'hui, 'Art et Architecture, No.1', January-February 1955, p.4 (ill.b&w) John Rothenstein, Modern English Painters, Sickert-Moore, Eyre & Spottiswoode, London, 1957, p.508

Ronald Alley, Ben Nicholson, Beaverbrook Newspapers Limited, London, 1962, unnumbered (ill.b&w.)

David Baxandall, Ben Nicholson, Methuen, London, 1962, p.31, pl.3 (ill.b&w) Charles Harrison, Ben Nicholson, The Tate Gallery, London, 1969, p.16 Exh.cat., Ben Nicholson-The Years of Experiment, Kettle's Yard, Cambridge, 1983, p.16, (ill.b&w)

Jeremy Lewison, Ben Nicholson, Phaidon, London, 1991, pl.25 (col.ill.) Jeremy Lewison, Ben Nicholson, The Tate Gallery, London, 1993, p.204 (ill.b&w and col.ill. p.14)

Norbert Lynton, Ben Nicholson, Phaidon, London, 1993, p.50, pl.45 (col.ill.) Norbert Lynton, Ben Nicholson, Phaidon, London, 2000, p.32-34 (col.ill. pl.28)

Sarah Jane Checkland, Ben Nicholson, John Murray, London, 2000, p.63 Peter Khoroche, Ben Nicholson; Drawings and Painted Reliefs, Lund Humphries, Farnham, 2002, p.26 (col.ill.)

Virginia Button, Ben Nicholson, Tate Publishing, London, 2007, p.73 (col.ill. pl.69)

Tom Cross, Painting in the Warmth of the Sun, St Ives Artists 1939-1975, Halsgrove, Somerset, 2008, p.22, pl.17 (col.ill.)

Chris Stephens, A Continuous Line, Ben Nicholson in England, Tate Publishing, London, 2008, p.32 (col.ill.)

Jovan Nicholson, Art and Life: Ben Nicholson, Winifred Nicholson, Christopher Wood, Alfred Wallis, William Staite Murray, Art and Life 1920-1931, Philip Wilson Publishers, London, 2013, p.116 (col.ill. p.117)



Christopher Wood (1901-1930), Pill Creek, Bonhams

1928 (Pill Creek) is an outstanding and highly important example of Nicholson's work dating from the late 1920s. This is illustrated by the picture's comprehensive exhibition history (listed opposite) and the fact it features in much of the literature written about the artist (also listed opposite). It must surely rank as among the finest paintings by Nicholson from this formative first decade of his career, left in private hands. Crucially, added to this, is the painting's distinguished provenance; 1928 (Pill Creek) has resided in the C.S. Reddihough Collection since it was purchased directly from Ben by Cyril Reddihough (date unknown, but since at least 1948 as it is listed as belonging to C.S. Reddihough in Penguin's 1948 book, Ben Nicholson by John Summerson). The importance of Cyril Reddihough's support for Nicholson, in the early years especially, cannot be underestimated. The pair first met in 1926. Cyril was 'a shy twenty-four-year-old solicitor from Ilkley who admired the paintings of Cézanne, Picasso and Matisse - much to the amazement of his friends. Hearing from his golfing partner that some "rather odd" works were being produced by a young artist over at Banks Head, he called on Ben and Winifred, and found himself "completely flattened" by the "poetic quality" of what he saw. It was his first glimpse of contemporary British painting.' (Sarah Jane Checkland, Ben

Nicholson, the Vicious Circles of his Life and Art, John Murray, London, 2000, p.63). It was not long after their initial meeting that Cyril had saved enough money to purchase his own Ben Nicholson. This led to a series of letters between the two, exchanging thoughts on art, which in turn blossomed into a friendship that would last four decades. Cyril wrote the catalogue introduction for Ben's 1930 one-man Lefevre Gallery exhibition which received a favourable review in *The Times*. Indeed, this unstinting support by Cyril was crucial to Nicholson's early career. The artist himself acknowledged of his early patrons (of which Cyril is named) 'The understanding they gave was invaluable and the work which they bought kept us going' (Ben Nicholson, 30 November 1966, extract from an unpublished article, Tate archive London).

In the August of 1928, the Nicholsons (Ben and first wife Winifred) left their Banks Head home in Cumbria and travelled to Feock in Cornwall where they stayed for only a couple of weeks, on the Carrick Roads with fellow artist Christopher Wood and friends from the East Dulwich Tennis Club, Marcus and Irene Brumwell. The subject of the present picture is Pill Creek, a tributary of the river Fal River flanked by pine woodland on this deepwater channel. In 'Kit: An Unpublished Memoir'

Redd

about Christopher Wood (Tate Gallery Archive), Winifred Nicholson describes the area as 'a sleeping beauty's countryside of southern foliage, sheltered creeks and wide expanse of placid water'. This was a particularly significant time for both Ben Nicholson and Christopher Wood which included the now legendary discovery in August of the primitive fisherman-cum-painter Alfred Wallis, on a day trip to St. Ives. *1928 (Pill Creek)*, can be viewed as a manifestation of the intense creativity these three artists were engaged in at the time.

The picture is fully realised and intricately worked, unlike its companion piece of the same size, 1928 (Pill Creek, moonlight) (Private Collection) which appears to be unfinished with a thin application of paint, revealing much of the bare canvas. In the present work the canvas has been prepared with a white gesso ground over which sweeping brown brush strokes describe the form of the landscape. The subtle colouring of the violet-blue sky upper right would indicate a night time scene. The sailing boat, woodland and pockets of foreground have been heavily drawn in with pencil, striking in its rigorous and extensive working. This technique was employed by Nicholson during the early 1920s, but with more constraint; 1921-23 (Cortivallo, Lugano) in the collection of Tate Gallery, London is a good example. The layers of paint and pencil have then been scratched into and rubbed down in various sections to reveal the gesso ground, most effective in the swirling forms in the upper left foliage and to silhouette the grey sail against white, upper right. When considering this picture it is the surface complexity and texture, along with the attention to detail in the draughtsmanship, which really stand out in comparison to others of the same period. For example, 1928 (Porthmeor Beach, St Ives) (Private Collection) and 1929 (Kingwater Valley, Cumberland) (Private Collection) whilst both fine works, demonstrate how unresolved and thinly applied the paint can be on paintings by Nicholson from this period.

Over the decades so much has been written about this early masterpiece. Arguably the most insightful and detailed commentary comes from David Baxandall in his 1962 pocket-sized booklet published by Methuen:

'But in 1928 came the first paintings to show undoubted authority. In these he turned again to landscape, sometimes painting together with his friend Christopher Wood. There were not many pictures that year, but amongst them seem to me to be his first unquestionable masterpieces. One of these is *Pill Creek* and I think it is worth trying to identify the qualities that give this painting its power, for they are qualities we shall find recurring, deepened and intensified, throughout his career' (David Baxandall, *Ben Nicholson*, London, Methuen, 1962, pages not numbered). Baxandall then provides and enlightening critique of the present work before commenting on the significance of its preparation and compositional cleverness, 'The surface quality of the picture is fascinating. At this time Nicholson took great trouble with the preparation of his canvases, enlivening their even texture with swirls of white ground, sometimes even enriching the texture with areas of powdered marble. I remember, towards the end of the 1920s, seeing in house in

Cumberland a group of canvases prepared in this way, each already having its own individuality, waiting for him to choose the one best suited for the pictorial idea he had in mind. To make a painting has always been for him, at least in part, to animate a thing to create new life by marrying his idea to a physical object - a piece of wood or a prepared canvas. Something of this kind has happened in Pill Creek. The final design of the picture includes a counterpoint between the exhilarating swirls the canvas received at an early stage, apparently with a four inch brush, and the shapes that he paints [draws] on top of these. This counterpoint gives added animation to a great deal of the picture's surface, from the right foreground, where the dark shapes ripple across the up-swinging ground-swell underlying them, to the mysterious depths of the little wood. An additional use is made of the swirl that sweeps across the foot of the tree-trunks to model the concave land-surface here. The elements of surface beauty, in fact, though they appeal in their own right, are used constructively as well, and this is a quality, together with the thingness of the picture, that has persisted throughout Nicholson's steadily unfolding development.' (Op.Cit.)

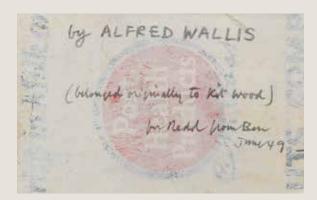
Not long after 1928 (*Pill Creek*) was painted, during the early 1930s, Ben Nicholson left his endearing 'naïve' style behind and embarked on a radical new phase of his career which embraced complete abstraction. This wonderful picture is probably the zenith of his 1920s production and an exciting prospect for any serious Nicholson collector.

> "One finds only the influences one is looking for and I was certainly looking for that one"

Ben Nicholson

Redd





"We have made friends with a fisherman of 74, mad and poor and quite alone without any friends. He paints all day – imaginative, elemental, strange pictures on scraps of cardboard or old boxes. His simple ferocity makes most recognised painting look utterly insipid. We want to rake some photos of his things in which case I'll send you some"

Winifred Nicholson describing Alfred Wallis in a letter to C.S. Reddihough

7 ALFRED WALLIS (1855-1942)

Untitled (village view)

inscribed 'by ALFRED WALLIS/(belonged originally to Kit Wood)/ for Redd from Ben/June 49' (in Ben Nicholson's hand, verso) pencil, crayon and oil on card 33.1 x 62.3 cm. (13 x 24 1/2 in.) Executed 1926-28

£15,000 - 25,000 €19,000 - 32,000 US\$22,000 - 36,000

Provenance

The Artist, from whom acquired by Christopher Wood (1901-1930), from whom acquired by Ben Nicholson (1894-1982), June 1949, by whom gifted to C.S. Reddihough

Exhibited

London, The Tate Gallery, *St Ives 1939-64, Twenty Five Years of Painting, Sculpture and Pottery*, 13 February-14 April 1985, cat.no.13 (ill.b&w)

Orkney, Pier Arts Centre, *Alfred Wallis, Christopher Wood, Ben Nicholson*, organised by the Scottish Arts Council, 2-30 May 1987, cat.no.4 (col.ill. p.25, as *untitled*); this exhibition travelled to Aberdeen, Art Gallery and Museums, 6-27 June, Stirling, Smith Art Gallery and Museum, 11 July-30 August and Cambridge, Kettle's Yard, 12 September-18 October Alfred Wallis spoke about his paintings as events or experiences, and *Untitled (village view)* was clearly an important place for Wallis. Comparing it with other paintings with the same road bisecting the composition, the same juxtaposition of houses and the sign post at the road junction (although usually shown the other way up), it is evident that the painting depicts Consols Mine and Rosewall Hill Mine, areas that Wallis obviously knew intimately.

The Consols Mine and Rosewall Hill mine were conglomerations of pits just outside St. Ives where large quantities of tin and copper were extracted until the price of tin dropped significantly in the late 19th century. Consols Mine closed in 1875 and did not fully reopen again until 1907, when it was worked with Rosewall Hill until both finally shut down in 1915. We don't know what Alfred Wallis's connection with the mines was, but given that in the latter part of his career he collected scrap metal, it is not difficult to imagine him regularly driving his donkey and cart along the road which is the main feature of the painting, and visiting and conducting business at various sites amongst the mines.

When Ben Nicholson and Christopher Wood chanced across Alfred Wallis in the summer of 1928, Wallis had a profound effect on them both. By then in his seventies he painted for company, and his directness, raw power and restraint together with his method of using simple pieces of card and the ships' paint he had to hand had a freeing effect on his new friends. As Nicholson later wrote, 'One finds only the influences one is looking for and I was certainly looking for that one'. Wood's palette began to resemble Wallis's and he painted in mostly black, white, grey, dark blue and brown, commenting that his works had 'more and more influence de Wallis, not a bad master'.

Untitled (village view) is a rare painting amongst Wallis's work for it can be dated to before 1930, but also because only a handful are known to have belonged to Christopher Wood who died tragically in the summer of 1930. Seen side by side with Nicholson's *1928 (Pill Creek*) (see lot 6), which was probably painted shortly after Nicholson met Wallis, the impact of Wallis's creativity on Nicholson is strikingly evident. Nicholson described Wallis's vision as 'a remarkable thing with an intensity and depth of experience which makes it much more than merely childlike'. The fact that Nicholson, who received the painting after Wood's death, later gave such a key work to his close friend Cyril Reddihough underlines the closeness of their friendship.

We are grateful to Jovan Nicholson for compiling this catalogue entry.

Redd



Redd



8 ALFRED WALLIS (1855-1942) Four ships and a lighthouse

pencil and oil on card 10.5 x 22.3 cm. (4 1/8 x 8 7/8 in.)

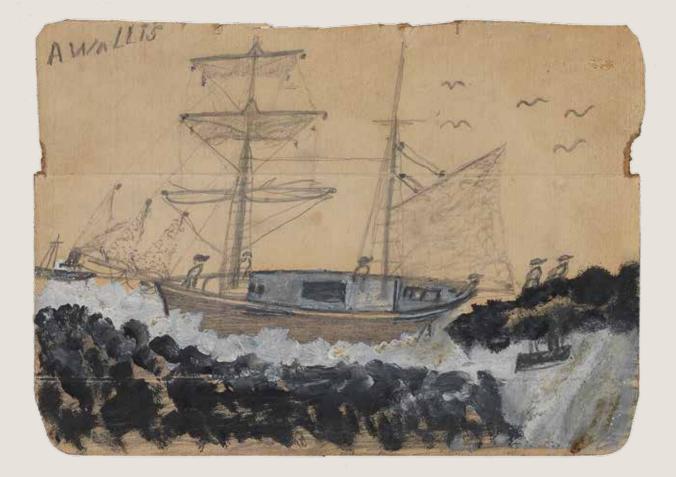
£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance C.S. Reddihough "The Ancient Mariner does a memory of strange happenings, that one retold in the search for some explanation of them"

Winifred Nicholson describing Alfred Wallis in a letter to Cyril Reddihough

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9 ALFRED WALLIS (1855-1942) A ship and crew at sea

signed 'A WALLIS' (upper left) pencil and oil on card 15.8 x 22.3 cm. (6 1/4 x 8 3/4 in.)

£8,000 - 12,000 €10,000 - 15,000 US\$12,000 - 17,000

Provenance C.S. Reddihough "Cyril not only had numerous Wallis paintings but had visited the old mariner himself, who from time to time would send him through the post works in bundles, usually priced at one to three shillings each"

Ronnie Duncan

Redd



10

ALFRED WALLIS (1855-1942)

Lighthouse and Fishing Boat (Seapiece) pencil and oil on card 19 x 22.5 cm. (7 1/2 x 8 7/8 in.)

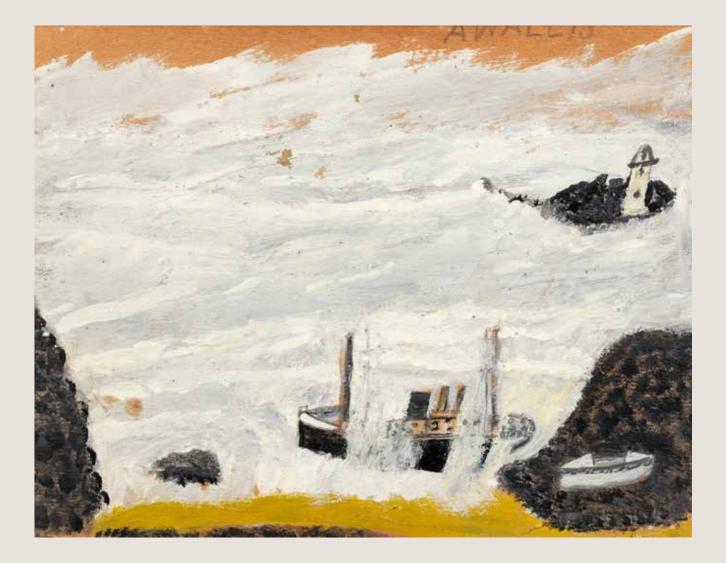
£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance C.S. Reddihough

Exhibited

Arts Council, *The Artist and the Sea*, cat.no.74 (catalogue untraced) Finland, Savonlinna, 24 May 1989, cat.no.19 (catalogue untraced) "Visits to the Reddihoughs combined warm welcome with visual delight. The walls of their dining room were hung entirely with Wallis paintings: of fishing boats, seine nets, sailing steam ships."

Ronnie Duncan



11

ALFRED WALLIS (1855-1942)

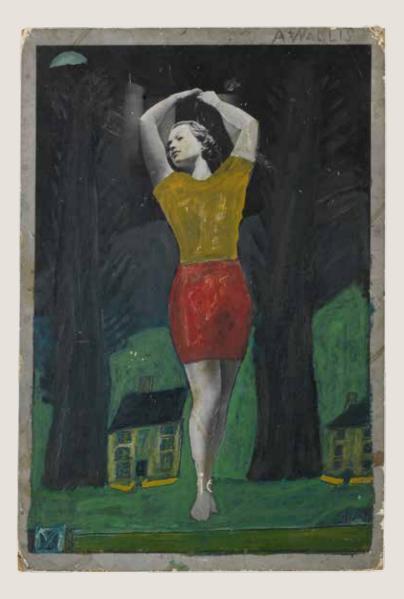
The wreck of the Alba signed 'A WALLIS' (upper right) oil on card 21.2 x 26 cm. (8 3/8 x 10 1/4 in.) Painted circa 1938-42

£8,000 - 12,000 €10,000 - 15,000 US\$12,000 - 17,000

Provenance C.S. Reddihough The Alba was a Panamanian Steamer that ran aground during a storm on Porthmeor Beach, St. Ives, 31st January 1938. The St. Ives lifeboat was launched, but tossed by a huge wave onto the island, where Wallis has depicted it (lower right). Amazingly the lifeboat crew and all but 5 of the men from the Alba were saved. Together with the Alba and Porthmeor Beach Wallis has depicted Godrevy Lighthouse and the Stones, the reef stretching out to sea which the lighthouse marks, although you cannot see Godrevy from Porthmeor Beach. This gives *The Wreck of the Alba* a chart like and observational quality that is characteristic of Wallis's painting. The subject was a favourite of Wallis's Yard, Cambridge.

We are grateful to Jovan Nicholson for compiling this catalogue entry.

Redd



12

ALFRED WALLIS (1855-1942)

Girl, Trees & House signed 'A WALLIS' (upper right) oil on printed corset advertisement laid on card 38.2 x 25 cm. (15 x 9 7/8 in.)

£5,000 - 7,000 €6,300 - 8,900 US\$7,300 - 10,000

Provenance

C.S. Reddihough

Exhibited

London, The Tate Gallery, *Alfred Wallis*, 30 May-30 June 1968, cat. no.80; this exhibition travelled to York, City Art Gallery, 6-28 July, Aberdeen, Art Gallery, 3-25 August and Kendal, Abbot Hall Art Gallery, 31 August-22 September

Redd



13^{AR} BEN NICHOLSON O.M. (1894-1982)

Picture for a Doll's House signed, titled and dated 'PICTURE/FOR A DOLL'S/HOUSE/BEN NICHOLSON/1930' (on the lid of the box) oil on board, within the Artist's painted presentation box 10.4 x 7.4 cm. (4 1/8 x 2 7/8 in.) (including the box)

£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance

C.S. Reddihough

Nicholson produced a number of Doll's House related objects including a full scale model Le Corbusier style house for his daughter Kate, which is now in the collection of the Tate Gallery, London. Whether the present example was painted for Nicholson's own children, or possibly for Reddihough's family, is not known. However it can be assumed that the central motif in the work is related to *Diamond* (see lot 2).





Ben Nicholson, June 1950, Photograph by Cyril Reddihough

BEN NICHOLSON O.M. (1894-1982) Isle Tristan

signed, titled and dated 'Ben Nicholson/Isle Tristan/June 49-' (on the canvas overlap); further signed and inscribed 'Nicholson/Chy an Kerris/ Carbis Bay/Cornwall' (on the frame) oil and pencil on canvas

16.5 x 24.2 cm. (6 1/2 x 9 1/2 in.)

£40,000 - 60,000 €51,000 - 76,000 US\$58,000 - 87,000

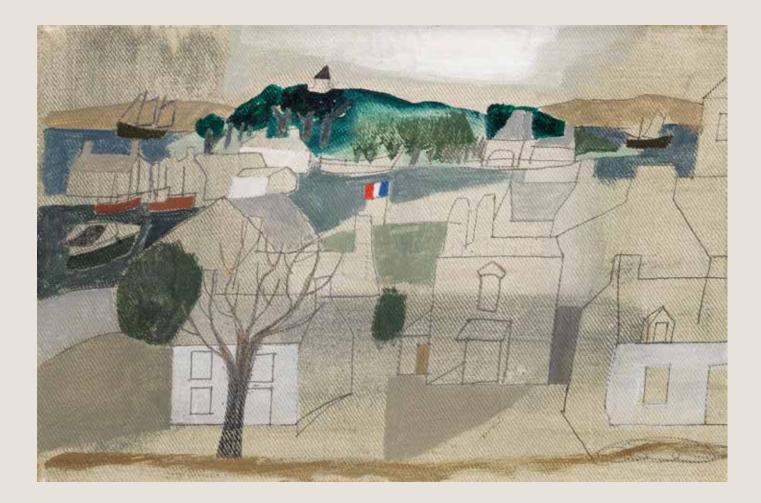
Provenance C.S Reddihough The Second World War had meant France was off limits to Ben Nicholson. His initial visits to Paris in the early 1920s (see catalogue entry for *Diamond*, lot 2) had been fundamental to his development. It is no surprise, therefore, with peacetime, Nicholson felt the desire to venture back. His first destination in April 1949 was of course Paris. From here he travelled to Brittany in what Jane Checkland has described as, 'a pilgrimage to Christopher Wood's old haunts of Tréboul and Douarnenez. Hiring an "ancient blue bicycle with pedals that touched the ground", he visited the area's Neolithic sites. He felt so comfortable among the Bretons that he surmised that one of his ancestors must have come from there.' (Sarah Jane Checkland, *Ben Nicholson, the Vicious Circles of His Life & Art*, John Murray, London, p.259).

Among these sites of archaeological interest was Isle Tristan, located at the mouth of the Pouldavid Estuary off the French port of Douarnenez in the south-west of the region. Traces of civilisation, there date back to the Bronze Age. Man-made additions over the centuries include an orchard which was planted along with a tropical garden, and buildings include a lighthouse and the ruins of an old fort. The rich and diverse vegetation of the island has been singled out by Nicholson with the use of vibrant emerald green paint.

Ben Nicholson's delightful little canvas depicts the island from the mainland. The buildings in the foreground have been drawn in pencil in a style characteristic of Nicholson's houses at this time (see *Jan 48, Towednack*, lot 15) and left largely unpainted. Le Tricolore flutters in the summer breeze as sailing boats, still retaining a 'Wallis-like' naivety, drift by. It is an idyllic scene, which reflects the feeling of optimism Nicholson must have been enjoying as he was free once more to explore the region which had attracted so many artists since the establishment of the Pont Aven School to the south in the mid-19th century.

Approximately 450 metres long and 250 metres wide the island is now uninhabited and has become part of the National Marine Park, only accessible to tourists by special arrangement.

Redd



Redd



15^{AR} BEN NICHOLSON O.M. (1894-1982)

Jan 29-48 (Towednack) signed twice, inscribed and dated 'Still life + Cornish Landscape/ Jan 29-48/Ben Nicholson/NICHOLSON/Chy an Kerris/Carbis Bay/ Cornwall' (on the back board) gesso, oil and pencil on board 51.7 x 54 cm. (20 1/4 x 21 1/4 in.) (including the artist's prepared backboard)

£200,000 - 300,000 €250,000 - 380,000 US\$290,000 - 440,000

Provenance C.S. Reddihough

Exhibited

London, Lefevre Gallery, *Ben Nicholson*, May 1952, cat.no.1 London, The Tate Gallery, *Ben Nicholson: A retrospective exhibition*, June-July 1955, cat.no.43 (ill.b&w)

Amsterdam, Stedelijk Museum, *Ben Nicholson*, Winter 1954-55, cat.no.29 Paris, Musée National D'Art Moderne, *Ben Nicholson*, 21 January-20 February 1955, cat.no.29; this exhibition travelled to Brussels, Palais Des Beaux-Arts, 3-27 March and Zurich, Kunsthaus, 20 April-22 May São Paulo, Museu de Arte Moderna, *IV Bienal, Paintings by Ben Nicholson: Sculpture and drawings by Robert Adams et al*, organised by the British Council, 1958, cat.no.22; this exhibition travelled to Buenos Aires, Museo Nacional de Ballas Artes, Buenos Aires, 1958 London, The Tate Gallery, *St Ives 1939-64, Twenty Five Years of Painting, Sculpture and Pottery*, 13 February-14 April 1985, cat.no.85 (ill.b&w)

Orkney, Pier Arts Centre, *Alfred Wallis, Christopher Wood, Ben Nicholson*, organised by the Scottish Arts Council, 2-30 May 1987; this exhibition travelled to Aberdeen, Art Gallery and Museums, 6-27 June, Stirling, Smith Art Gallery and Museum, 11 July-30 August and Cambridge, Kettle's Yard, 12 September-18 October, 1987 Hyogo, Prefectural Museum of Modern Art, *St. Ives*, 8 April-7 May 1989 (catalogue not traced); this exhibition travelled to Kamakura, Museum of Modern Art, 20 May-25 June 1989 and Setagaya, Art Museum, 2 July-27 August

Literature

Ben Nicholson, *Ben Nicholson, Volume 2*, Lund Humphries, London, 1956, pl.4 (ill.b&w) J.P. Hodin, *Ben Nicholson, The Meaning of His Art*, Alec Tiranti, London, 1957, pl.41 (ill.b&w) Ronald Alley, *Ben Nicholson*, Beaverbrook Newspapers Limited, London, 1962, unnumbered (col.ill., on the cover) Norbert Lynton, *Ben Nicholson*, Phaidon, London, 1993, p.226, pl.210 (col.ill.)

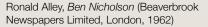
Redd



Redd

Ben Nicholson





Extensively exhibited across the globe, from The Tate Gallery in London to The Museum of Modern Art in São Paulo and the Museum of Modern Art in Paris, among others, Jan 29-48 (Towednack) is a key painting from the body of work produced by Ben Nicholson during the 1940s. Following his departure from London shortly before the outbreak of war in 1939 with his second wife Barbara Hepworth, Nicholson settled in Cornwall. Initially the artists stayed with the painter and writer Adrian Stokes at Carbis Bay and attempted to persuade their London friend and pioneer of abstract art, Piet Mondrian, to join them. Mondrian had been a source of much inspiration to Nicholson in Hampstead throughout the 1930s, whilst the latter artist was pushing his boundaries of abstraction to its maximum, but decided instead to emigrate to New York in 1940. Between late 1939 and 1942 the Nicholsons lived in their Carbis Bay house 'Dunluce', but the lack of studio space encouraged them to move again in September 1942, this time to 'Chy-an-Kerris', still in Carbis Bay. The name of the Nicholsons' home has been inscribed in pencil in the artist's handwriting on the backboard of Jan 29-48 (Towednack) as they were still living there at the time this sublime painting was made. Towednack is a small village, easily accessible from where the Nicholsons lived, and situated just two miles inland from St.lves.

The two themes of landscape and still life had pre-occupied Nicholson during his formative years in the 1920s, before abstraction had asserted its control in the 1930s. With the move to Cornwall, however, Nicholson began to embrace the surroundings of his new home and incorporate them into his work. A number of these landscapes in the 1940s introduce the still life element as well. Particularly successful pictures include *1944 (still life and Cornish landscape)* (IBM Gallery of Science and Art) and *November 11-47 (Mousehole)* (The British Council). In both of these oils, along with *Jan 29-48 (Towednack)*, the still life dominates the space of the foreground as if positioned on a window ledge. This is emphasised in varying degrees by the inclusion of pronounced horizontal pencil lines separating the interior and exterior areas. Gentle, lightly shaded pencil work has also been



used to indicate curtains reinforcing the interior viewpoint. In the present lot these appear on the far left of the composition and cleverly run through as well as behind the rolling green hills of the distant landscape so that the viewer begins to doubt their precise positioning. With this technique Nicholson creates an optical illusion, first explored by Georges Braque in his cubist works, that throws the fields forward to become part of the still life and keeps the spectator absorbed in attempting to fathom its mysteries. Although the cups and goblets fill the lower half of the composition they do not detract from the landscape beyond. This has been achieved by Nicholson scraping back the paint, over the objects, in places with a razor blade to reveal the white ground beneath; they are devoid of colour, unlike the farm buildings, fields and sea beyond which have been blocked in with pigments that were specific to his work in the mid-1940s. The overall whiteness of the image helps to accentuate the brilliance of light that so attracted artists to the Cornish headland.

Jan 29-48 (Towednack) is illustrated on the front cover of Ronald Alley's 1962 book on Ben Nicholson (see above). This is a piece of literature which also generously reproduces a number of other Reddihough Nicholsons. Of the front cover painting Alley remarks;

The difference in style between the very flat still-life objects in the foreground and the more realistic and spacious landscape behind is still very marked, and the artist's problem was clearly to integrate these two contrasting sections. He had to prevent the landscape becoming, as it so easily could, a separate picture on its own – like a second painting on a wall behind the still life. This he has managed to do, first, by making the still life neutral and unobtrusive; and, second, by subtly linking foreground and background shapes and by giving the picture and overall rhythm. The effect is delicate and refreshing. Moreover, the picture, for all its stylisation, gives a vivid impression of the appearance of West Cornwall and especially of the quality of the light there, which is exceptionally pure and white. (Ronald Alley, Ben Nicholson, Beaverbrook Newspapers, London, 1962, pages not numbered).

Redd





16^{AR} BEN NICHOLSON O.M. (1894-1982)

May 1950 (Early Morning from San Gimignano) pencil and wash 36.8 x 51.8 cm. (14 1/2 x 21 1/4 in.)

£18,000 - 25,000 €23,000 - 32,000

US\$26,000 - 32,000 US\$26,000 - 36,000

Provenance

The Artist, from whom acquired by C.S. Reddihough

Exhibited

London, Lefevre Gallery, *Recent paintings 1949-50 by Ben Nicholson*, October 1950, cat.no.52

Amsterdam, Stedelijk Museum, *Ben Nicholson*, Winter 1954-55, cat.no.69 Paris, Musée National D'Art Moderne, *Ben Nicholson*, 21 January-20 February 1955, cat.no.69; this exhibition travelled to Brussels, Palais Des Beaux-Arts, 3-27 March and Zurich, Kunsthaus, 20-April-22 May London, The Tate Gallery, *Ben Nicholson: A retrospective exhibition*, June-July 1955, cat.no.70

Hanover, Kestner-Gesellschaft, *Ben Nicholson*, 26 February-5 April, 1959, cat.no.35

Zurich, Galerie Charles Lienhard, *Ben Nicholson*, 3 January-7 February 1959, cat.no.16 (catalogue untraced)

London, The Tate Gallery, *Ben Nicholson*, 19 June-27 July 1969, cat.no79 (ill.b&w, p.48)

London, The Tate Gallery, *St Ives 1939-64, Twenty Five Years of Painting, Sculpture and Pottery*, 13 February-14 April 1985, cat.no.13 London, The Tate Gallery, *Ben Nicholson*, 13 October 1993-9 January 1994, cat.no.93; this exhibition travelled to St Etienne, Musée d'Art Moderne, 10 February-25 April

Literature

Ben Nicholson, *Ben Nicholson, Volume 2*, Lund Humphries, London, 1956, pl.66 (ill.b&w)

Jeremy Lewison, *Ben Nicholson*, The Tate Gallery, London, 1993, p.227 (ill.b&w)

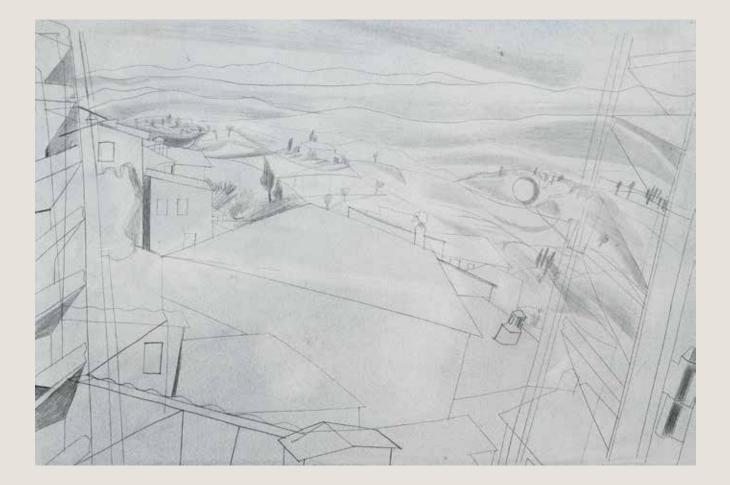
Norbert Lynton, *Ben Nicholson*, Phaidon, London, 1993, p.247, pl.233 (col.ill.)

Peter Khoroche, *Ben Nicholson; Drawings and Painted Reliefs*, Lund Humphries, Farnham, 2002, p.58, pl.40 (ill.b&w)

A real commitment to drawing was clinched the following spring, 1950, when Nicholson went on the first of many drawing trips to Italy. After years of wartime isolation and post-war deprivation, the impulse to go south was widely felt among the English, who yearned for the warmth and sunlight of the Mediterranean. But Nicholson's journey was at least as much due to the urging of his friend, Cyril Reddihough, who arranged it all. Reddihough had met Nicholson at Banks Head in 1927 and soon became one of his most important patrons, together with Helen Sutherland and Leslie Martin. He had quickly discerned the special qualities of Nicholson's drawing – his sense of space-proportion, his ability to suggest solid form by the most exactly inflected line, his ruthless omission of some details and often humorous emphasis of others – and felt that it showed sides of his temperament – perky humour, spontaneity, a sense of drama – that were less evident in his paintings and reliefs.

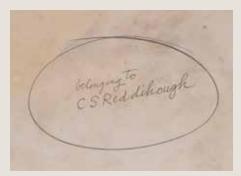
And so together they set off from London on 11 May, crossing over to Dunkirk and then heading south, through France and Switzerland, to Italy. They decided they would explore the towns of Tuscany - Pisa, Lucca, Volterra, Siena and Arezzo – making San Gimignano their base. Here, in the Hotel La Cisterna, Nicholson found an attic whose window was on a level with one of the mediaeval towers for which the town is famous, and from it made a drawing. He had once told Paul Nash that he judged paintings by the quality of light they gave off, and he might well have applied the same criterion to his own drawings. In 'May 22 1950 (early morning from San Gimignano)', for instance, he captures the effect of dawn in springtime by the subtle placing of white highlights in the overall tonality of pale grey. The shifting perspectives of taut lines in the foreground roofscape, played off, as usual, against the free-flowing lines of the landscape background, produces a feeling of movement - smooth, yet changing in speed - like that of a Calder mobile. (Peter Khoroche, Ben Nicholson; Drawings and Painted Reliefs, Lund Humphries, Farnham, 2002, pp.56-59).

Redd



Redd





BEN NICHOLSON O.M. (1894-1982)

San Gimignano (Crescent Moon) Feb 14-51

signed twice, inscribed and dated 'San Gimignano (crescent moon) Feb 14-51/Ben Nicholson/NICHOLSON/5 Porthmeor Studios/St lves/ belonging to/C S Reddihough' (verso) pencil and oil on board 21.8 x 36.5 (8 5/8 x 14 3/8 in.) (including the artist's prepared backboard)

£60,000 - 80,000 €76,000 - 100,000 US\$87,000 - 120,000

Provenance

The Artist, from whom acquired by C.S. Reddihough

Exhibited

London, Lefevre Gallery, *Ben Nicholson*, May 1952, cat.no.3 Venice, The XXVII Biennale, *The British Pavilion, exhibition of works by Nicholson, Bacon, Freud*, 1954, cat.no.25

Amsterdam, Stedelijk Museum, *Ben Nicholson*, Winter 1954-55, cat.no.33 Paris, Musée National D'Art Moderne, *Ben Nicholson*, 21 January-20 February 1955, cat.no.33; this exhibition travelled to Brussels, Palais Des Beaux-Arts, 3-27 March and Zurich, Kunsthaus, 20-April-22 May London, The Tate Gallery, *Ben Nicholson, A Retrospective Exhibition*, June-July 1955, cat.no.45

Hanover, Kestner-Gesellschaft, *Ben Nicholson*, 17 April-17 May, 1959, cat.no.35; this exhibition travelled to Mannheim, Stadtische Kunsthalle, Hamburg, Kunstverein and Essen, Museum Folkwang London, The Tate Gallery, *Ben Nicholson*, 19 June-27 July 1969

Literature

'Studio', June 1952, p.185 (ill.) Ben Nicholson, *Ben Nicholson, Volume 2*, Lund Humphries, London, 1956, pl.122 (ill.b&w) Peter Khoroche, *Ben Nicholson; Drawings and Painted Reliefs*, Lund

Peter Khoroche, Ben Nicholson; Drawings and Painted Reliefs, Lund Humphries, Farnham, 2002, p.61, pl.43 (col.ill.)

Another drawing of a view from a balcony, this time Reddihough's, inspired a romantic little painting, made some months after Nicholson returned from Italy ... This densely packed composition of close-up still life ambiguously merging into architecture, of mediaeval tower and distant landscape, all under the sign of a crescent moon, might almost bring to mind a painting by Samuel Palmer, such is its richness of colour, its mottled texture and, above all, its intensity of the drawing that is its basis. This painting was in turn the basis for an etching Nicholson made in 1967. (Peter Khoroche, Ben Nicholson; Drawings and Painted Reliefs, Lund Humphries, Farnham, 2002, p.61).

Redd



Redd



BEN NICHOLSON O.M. (1894-1982)

Oct 3-55 (Chiusure, Tuscany) signed, titled and dated 'Tuscany/Chiusure Oct 3 53 Ben Nicholson' (verso); further signed, titled and dated again 'BEN NICHOLSON/OCT 3-55/(Chiusure)' (on the backboard) pencil and wash on card 38 x 49 cm. (15 x 19 1/4 in.)

£15,000 - 25,000 €19,000 - 32,000 US\$22,000 - 36,000

Provenance

The Artist, from whom acquired by C.S. Reddihough

Exhibited

London, Gimpel Fils (catalogue untraced) Zurich, Galerie Charles Lienhard, *Ben Nicholson*, 3 January-7 February 1959, cat.no.27 (catalogue untraced) Hanover, Kestner-Gesellschaft, *Ben Nicholson*, 26 February-5 April, 1959, cat.no.47 Mannheim, Städtische Kunsthalle Mannheim, *Ben Nicholson*, 18 April-18 May 1959, cat.no.47 (catalogue untraced)

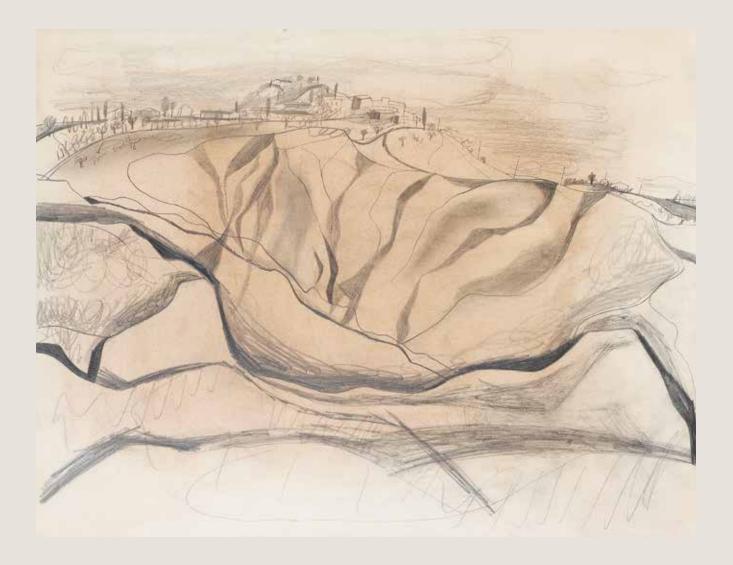
Literature

Ben Nicholson, *Ben Nicholson, Volume 2*, Lund Humphries, London, 1956, pl.126 (ill.b&w) Peter Khoroche, *Ben Nicholson; Drawings and Painted Reliefs*, Lund Humphries, Farnham, 2002, p.64, pl.64 (col.ill.)

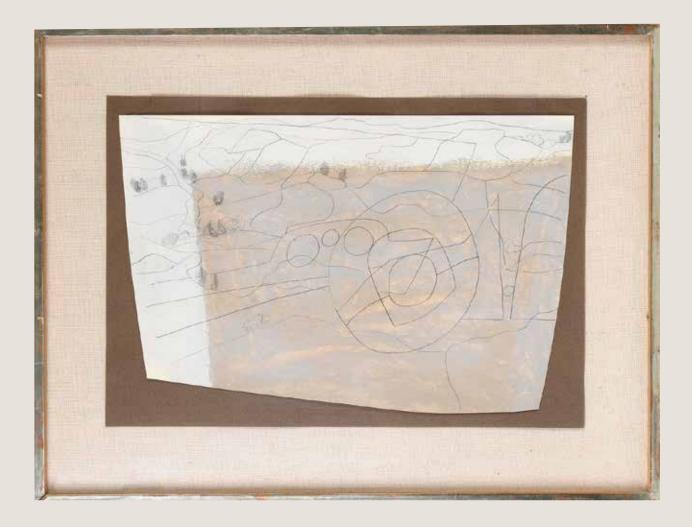
Nicholson has inscribed the backboard with the following instruction 'Lienhard Galerie, When reproducing in colour make surround a little, a very little, less green <u>not more green</u> and with board to throw light shadow'.

On the second trip, in October 1955, Reddihough and Nicholson worked south from Tuscany, through Umbria to Rome. They stopped off mainly in hill villages, not in towns and this gave the expedition quite a different feel from their earlier one, as did the very cold weather. (Peter Khoroche, *Ben Nicholson; Drawings and Painted Reliefs*, Lund Humphries, Farnham, 2002, p.62).

Redd



Redd



BEN NICHOLSON O.M. (1894-1982)

Appletreewick pasture signed, inscribed and dated 'NOT FOR SALE/private collection/ reserved for Reddihough/B.N./(appletreewick pasture) Nicholson 72' (verso); further signed with initials and inscribed 'lent to C S Reddihough/B.N./To become his property when I Pop OFF' (on the

backboard) gouache and pencil *31 x 47.2 cm. (12 1/4 x 18 5/8 in.) (irregular)*

£10,000 - 15,000 €13,000 - 19,000 US\$15,000 - 22,000

Provenance The Artist, by whom bequeathed to C.S. Reddihough "Lent to C S Reddihough/ B.N./To become his property when I Pop OFF"

Ben Nicholson on the verso of the present work

Redd



BEN NICHOLSON O.M. (1894-1982)

1968 (Grass Hopping Green) signed, inscribed and dated 'overleaf/Nicholson/68' (verso); further signed, titled and dated again 'NICHOLSON/1968/(Grass Hopping Green)' (on the backboard) pencil and wash on paper 78.2 x 25.4 cm. (26 3/4 x 10 1/2 in.) (including the artist's prepared backboard)

£12,000 - 18,000 €15,000 - 23,000 US\$17,000 - 26,000

Provenance C.S. Reddihough

Redd



21^{AR} DAME BARBARA HEPWORTH (1903-1975) Seated Girl

signed and dated 'Barbara Hepworth/1949' (upper right) gesso, oil and pencil on card 25.4 x 20.4 cm. (10 x 8 in.)

£30,000 - 40,000 €38,000 - 51,000 US\$44,000 - 58,000

Provenance

C.S. Reddihough (purchased at the 1950 exhibition)

Exhibited

London, Lefevre Gallery, *Sculpture and drawings by Barbara Hepworth*, February 1950, cat.no.15 Bradford, Cartwright Memorial Hall, *Golden Jubilee Exhibition; Fifty Years of British Art*, 19 March-8 June 1954, cat.no.391

Literature

Herbert Read, *Barbara Hepworth: Carvings and Drawings*, Lund Humphries, London, 1952, pl.118 b (ill.b&w)

It is quite likely the model for *Seated Girl* was Daphne Selfe, a dancer and model. In Alan Wilkinson's new book, *The Drawings of Barbara Hepworth* (2015) he comments, 'The recent recollections of the dancer and model Daphne Selfe, who posed for Hepworth in the early 1950s, offer an unexpected and invaluable record of their sessions together. In email correspondence to me, 28 August 2014, Selfe wrote:

"As a model for her in the 1950s [?] when I was 20, it was a nice holiday job...I didn't know Barbara very well – she was engrossed in drawing me and we did not chat much! She asked me how long I could stand for and I did the customary 45 minutes. She was very nice to work for especially as I was a dancer and she liked that."

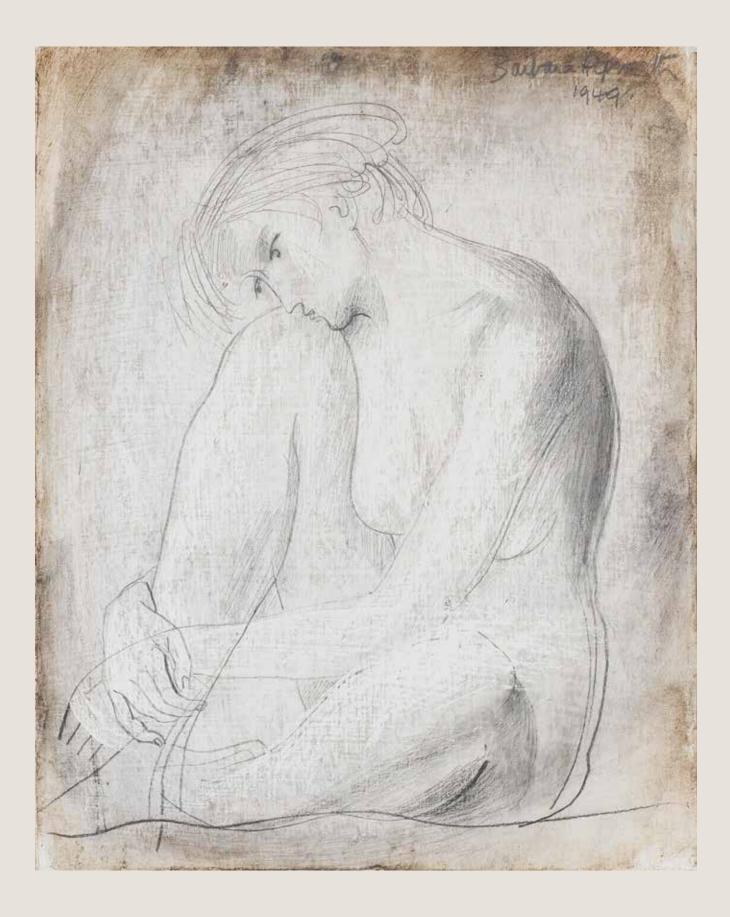
And in a letter of the same date:

"Yes, I did the standing poses for B.H. – but I probably did others as well – so long ago to remember!" (Alan Wilkinson, *The Drawings of Barbara Hepworth*, Lund Humphries, Farnham, 2015, p.90)

Whilst commonly referred to as 'drawings', the body of work Hepworth produced from 1947-1951 of female nudes are as much paintings, with their inclusion of oil on a gesso prepared surface. The present lot is refreshing and slightly unusual in that we view the sitter from the front with the elegant lines of her face in profile, whereas many of the paintings from this series concentrate on the model's back.

56 | BONHAMS

Redd



Redd

"Once I took my friend Dr David Brown of the Tate to visit him. It wasn't long before Cyril was perched on a stepladder, handing down further works by Wallis, Nicholson, Gabo and Hepworth from a store cupboard"

Ronnie Duncan

22^{AR}

DAME BARBARA HEPWORTH (1903-1975)

Group of Three (on a Pink Ground) signed twice, inscribed and dated twice 'Barbara Hepworth/Group of 3 (on a pink ground)/1951/for Redd/Christmas 1952/Barbara' (on the backboard) oil and pencil on board

45.7 x 35.3 cm. (18 x 13 3/8 in.)

£30,000 - 50,000 €38,000 - 63,000 US\$44,000 - 73,000

Provenance

The Artist, by whom gifted to C.S. Reddihough, Christmas 1952

Exhibited

London, Lefevre Gallery, *Sculpture and Drawings by Barbara Hepworth*, October 1952, cat.no.20

London, The Whitechapel Gallery, *Barbara Hepworth: A Retrospective Exhibition of Carvings and Drawings from 1927 to 1954*, 8 April-6 June 1954, cat.no.162

Hepworth's two dimensional work during the mid-century period can be considered in three distinct groups; abstract, surgical and figurative. The present work fits within the latter group and, as the inscription indicates, was a Christmas gift to Cyril Reddihough in 1952. Works of this nature were ordinarily referred to by Hepworth as drawings although the diligent building up of the base surface (often gesso), application of coloured washes (pink in this instance), scratching out and painted details take them beyond the usual boundaries of this medium. They are carefully considered, meticulously crafted and wholly individual works in their own right which, whilst benefiting working ideas for sculpture, are not directly related.

Within her figurative groups and as can be seen in *Group of Three*, there is no suggestion of a fixed pose as Hepworth encouraged her models to move naturally with freedom. This can be seen in each of the stances adopted by the same model that has been used here with Hepworth capturing her at specific times as she might pause or come to rest. During the 1930s Hepworth had observed ballet dancers at work in the same manner that the great Edgar Degas had before her, their shared interest lying in movement and rhythm. The pencil lines in *Group of Three* are strong yet delicate with the lighter areas of board that have been rubbed back enhancing the forms who are themselves quite perfectly balanced. In contrast to the drawings from the later 1940s the forms are chunkier in appearance yet simplified, corresponding with the concern for multiform sculptures which had reached their culmination at this time in the three *Groups* of 1951-2.

Redd



Redd



"The sitting room was dominated by huge Nicholson canvases... Also two of Hepworth's hospital drawings, haunting for their focus on the eyes of the surgeons under the concentrated light of the operating table"

Ronnie Duncan

23^{AR}

DAME BARBARA HEPWORTH (1903-1975)

Study for Group signed and dated 'Barbara Hepworth 23/11/47' (lower right) oil and pencil on board 42.8 x 28.3 cm. (16 7/8 x 11 1/8 in.)

£50,000 - 80,000 €63,000 - 100,000 US\$73,000 - 120,000

Provenance

With Lefevre Gallery, London C.S Reddihough

Exhibited

London, Lefevre Gallery, *Paintings by Barbara Hepworth, Paintings by L.S. Lowry*, April 1948, cat.no.4 Wakefield, The Hepworth Wakefield, *Barbara Hepworth, The Hospital Drawings*, 27 October-3 February 2013, cat.no.3; this exhibition travelled to Chichester, Pallant House Gallery, 16 February-2 June and Kent, Mascalls Gallery, 14 June-24 August

Literature

Nathaniel Hepburn, *Barbara Hepworth, The Hospital Drawings*, Tate Publishing, London, 2012, p.124 (col.ill. p.54)

By the end of the 1940s Barbara Hepworth had already made a name for herself as an accomplished sculptor, but expensive materials such as marble were scarce. So between 1947 and 1949, she grabbed her sketchbook and went on to produce around eighty works of surgeons in operating theatres. And it's this series of so called 'hospital drawings' (although by using oil as well as pencil they can be seen as paintings) that clearly demonstrate her extraordinary talent as a draughtsman also.

This new direction stemmed from a friendship she had established with a local surgeon, Norman Capener, following an operation he performed on her daughter Sarah. She was invited to observe procedures being carried out in both Exeter and London and the result is this group of remarkably poignant works. She recognised an affinity between the craftsmanship of a surgeon and that of the artist and this is clear to see in works such as *Study for Group* where she has focussed on their shared physical attributes of skilfulness – the eyes and hands. This is a feature of the series as a whole but most works show the figures hidden behind their surgical masks. In the present example however, there is just the mere suggestion of masks, delineated through several feint pencil lines. By revealing the surgeons kindly facial features, the artist succeeds in giving the scene added pathos.

It has also been said that there is a quasi-religious feel to these works, similar to the piety observed by Renaissance painters such as Piero della Francesca. The present work is imbued with this quiet formality, one surgeon helping the other into their gown, working in hushed unison with downcast eyes full of compassion and fingers adeptly gripping the surgical thread, ready for action.

60 | BONHAMS

Redd



Redd

Henry Moore, 1975 (b/w photo), Lewinski, Jorge (1921-2008) / Private Collection / © The Lewinski Archive at Chatsworth / Bridgeman Images





24^{AR} HENRY MOORE O.M., C.H. (1898-1986) Reclining Figure plaster on a wooden base 44.4 cm. (17 1/2 in.) long (excluding the base) Conceived in 1945

£150,000 - 200,000 €190,000 - 250,000 US\$220,000 - 290,000

Provenance C.S. Reddihough (by 1954)

Exhibited

Bradford, Cartwright Memorial Hall, *Golden Jubilee Exhibition; Fifty Years of British Art*, 19 March-8 June 1954, cat.no.272

Redd





Henry Moore O.M., C.H. (1898-1986), Reclining Figure, 1945, Bonhams

Henry Moore's position as one of the giants of twentieth century British art is unquestionable. He has become an internationally renowned sculptor (predominantly of figurative subjects) in stone, wood and bronze as well as a distinguished draughtsman and printmaker. Moore is credited with having been part of some of the most significant artistic movements of the century which included such forward thinking groups as the 7 & 5 Society, Unit One and International Surrealist Exhibitions in London (1936) and Paris (1938). Moore's prominent role within Kenneth Clark's War Artists Advisory Committee (WAAC) from 1939 led to, amongst other subjects, his famous Shelter Sketch-Books whose drawings of Londoners taking refuge in the underground provided the stimulus for models such as *Reclining Figure* and imbued him within the British psyche.

During his long and distinguished career, the 'reclining figure' along with the 'mother and child' theme were the two subjects that obsessed Henry Moore more than any other. Recent information from the Henry Moore Foundation indicates there are 270 examples of the reclining figure and 140 of the mother of child, perhaps confirming the former as the most significant; certainly the most fundamental. By 1968, Moore admitted this was the case: 'From the very beginning the reclining figure has been my main theme. The first one I made was around 1924, and probably more than half of my sculptures since then have been reclining figures' (John Hedgecoe, *Henry Moore*, London, Thomas Nelson, 1968, p.151).

The origins of that first reclining figure (male and now destroyed) can be traced back to the Toltec-Mayan idol *Chacmool*. Impressed by a life-sized limestone carving from the eleventh or twelfth century found in Chichen Itza in Mexico, Moore came across a plaster cast of *Chacmool* on a visit to the Trocadero Museum in Paris in 1925. The curious reclining posture of the figure on its back, with knees drawn up and head twisted to the right fascinated Moore and it became 'undoubtedly the one sculpture which most influenced my early work' *(Henry Moore Writings and Conversations*, ed. Alan Wilkinson, London, Lund Humphries, 2002, p.98).

The present work was conceived at the end of the War in 1945 and cast in a bronze edition of seven. This was a particularly significant time as the end of conflict meant a renewed availability of metals and Moore was able to break free from the constraints of two dimensions and work more regularly in three. *Reclining Figure* is therefore one of the first sculptural examples of what the artist had absorbed through his graphic observations of the public sheltering from the biltz in the London underground. The undulating profile of the sculpture draws on both the example of a body sheltering on the platform floor and the artist's early preoccupations with the naturalistic rendering of bones, rocks and mountainous landscape. *Reclining Figure* is particularly successful in its hollowed form as Moore uses piercings for breasts and under the arms which then follow an organic line to a deep bowl like end, read as both abstract and human at the same time.

Moore would often work on small models made from either clay or plaster to develop the theme of his sculpture and then work these into larger examples to be prepared for casting. Few of these original models exist from the artist's early days as they were often destroyed to prevent unauthorised casts being produced. The present plaster, seemingly in excellent original condition and fully worked, is a rare insight into Moore's working method and something that is seldom available on the open market. Indeed, the artist's own words ring true when considering Reclining Figure; 'an idea you've had and that you've made in the original material or plaster can suit it better than what the final bronze may do' (The Artist in Henry J Seldis, Henry Moore in America, London and New York, 1973, pp.222-4). Moore was eventually convinced (whilst physically destroying plasters) by the Victoria and Albert Museum to retain his originals and subsequently gifted several models to institutions such as the Art Gallery of Ontario in 1973 who now host a dedicated gallery of these works. Some works were gifted to trusted friends (Derek Hill for example) and as a dedicated collector, patron of modern British art and fellow Yorkshire man, it is entirely appropriate that Cyril Reddihough has been the guardian of Reclining Figure.

Redd



BEN NICHOLSON O.M. (1894-1982)

Painted Relief 1941 signed twice, inscribed and dated twice '-'Painted relief 1941'-/ Ben Nicholson/1941/Nicholson/Chy an Kerris/Carbis Bay/ Cornwall.'(on the backboard) oil and pencil on carved board relief 76.2 x 102.9 cm. (30 x 40 1/2 in.) (including the artist's prepared backboard)

£400,000 - 600,000 €510,000 - 760,000 US\$580,000 - 870,000

Provenance

The Artist, from whom acquired by C.S. Reddihough (by 1948)

Exhibited

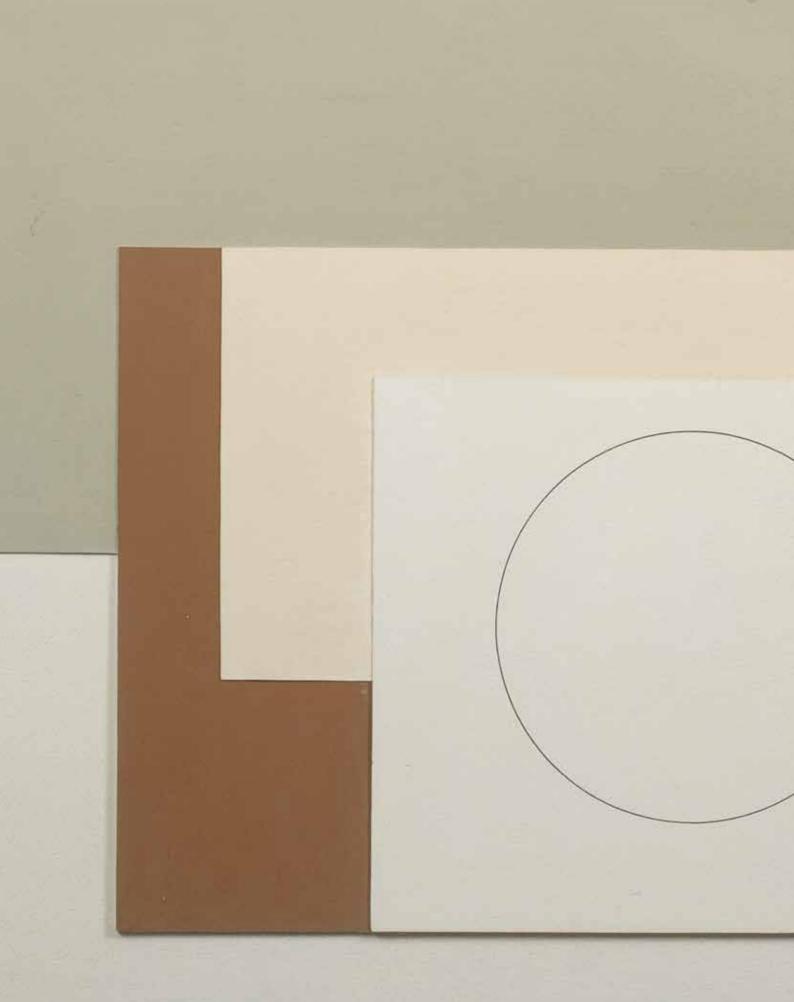
Bradford, Cartwright Memorial Hall, *Golden Jubilee Exhibition; Fifty Years of British Art*, 19 March-8 June 1954, cat.no.487 Cardiff, National Museum of Wales, *British Art and the Modern Movement 1930-40*, 13 October-25 November 1962

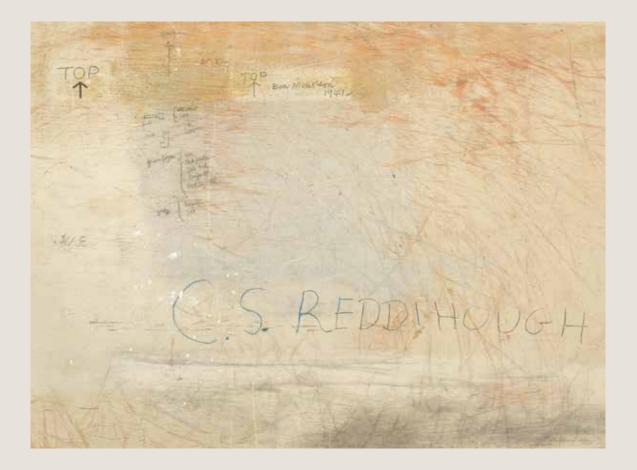
Literature

Herbert Read, *Ben Nicholson, Paintings, Reliefs, Drawings, Volume 1*, Lund Humphries, London, 1948, pl.116 (ill.b&w)

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Redd





Painted Relief 1941 is exceptionally eloquent in its execution. It consists of nine distinct compositional elements, separated by seven shallow carved planes and two linear elements; the circle and the horizontal line in the upper right-hand passage (both of which had become iconic devices of Nicholson's carved reliefs). These forms harmoniously interlock on a considered and impressive scale, confronting the viewer with a restful and balanced, yet powerful presence. Unusually, and most informatively, Nicholson has denoted the colour make-up of the present work through a series of inscriptions on the backboard. He notes that the "Pale" and "Dark" L-shaped elements are mixed of the same two pigments in varying ratio, the larger "Green Form" of five, and the upper "Grey" of a further two. This rare insight into the colour mixing technique of Nicholson, particularly the tonal symmetry in the manufacture of the L-shaped elements, illustrates that the calculated and measured approach undertaken is as elegant as the resulting aesthetic. The work is a triumph of Nicholson's innovation of relief as a medium, an avenue he had first explored eight years earlier.

In December of 1933 whilst in Paris, Nicholson produced the first of his reliefs. These boards, carved into in shallow geometric planes, were initially coloured and then from the following year until 1937 many were painted solely in white. Throughout the mid-1930s Nicholson was engaged in an exchange of concepts with

Piet Mondrian, whose influence is critical within Nicholson's bold embrace of abstraction. Both Nicholson's reliefs and Mondrian's paintings hung side by side in key modernist displays such as the fourth 'Abstraction-Création' exhibition in Paris in 1934 and 'Abstract and Concrete' at London's Lefevre Gallery in 1936 as well as both featuring in Faber & Faber's 1937 publication *Circle: International Survey of Constructive Art*. Pioneering in their absolute abstract conception, the white reliefs are arguably both Ben Nicholson's most celebrated achievements and the most crucial contributions to modernist British art and the international visual dialogue in the first half of the 20th century.

In 1939, with war looming, Nicholson moved his family (Barbara Hepworth and their triplets) to the remote Cornish peninsula. The family initially lodged with the art critic Adrian Stokes and his artist wife Margaret Mellis before taking their own accommodation in Carbis Bay. St lves was to become Ben Nicholson's home until 1958 and home to Barbara Hepworth for the rest of her life. For both artists, the move heralded developments in personal approach as well as the establishment of the 'St lves' artist's colony which yielded an immensely rich artistic output from the war-time and post-war periods.

Redd

Painted Relief 1941 dates from Nicholson's pivotal early Cornish years, a period in which colour in an organic palette was reintroduced to the previously pure white reliefs. One such relief, Painted Relief 1939, now in the collection of the Museum of Modern Art, New York (see Fig.1) was acquired at the behest of Alfred Barr and with assistance from H.S. Ede in exchange for an earlier white relief which it was considered to supersede. In these works tones of azure, ochre, almond and rust drawn from the surrounding landscape feature and in some instances, as in the present work, these are logically arranged with the steely iceblue sky running along the upper edge of the work above the earthy red-brown below. This subtle amalgamation of tangible depiction into his absolute abstract idiom, marks for Nicholson a personal victory in the battle for the abstract cause. Writing to Herbert Read in 1942 Nicholson remarked; 'In the new pted reliefs & ptgs I've done lately there seems to be an extra almost naturalistic "reality" something to do with a future of shadows in & out & through sunlight. So that's all v naturalistic really? Like Greek or Tibetan temples against a land or seascape' (Jeremy Lewison, Ben Nicholson, The Tate Gallery, London, 1993, p.233). Nicholson's new 'naturalistic reality' synchronises with

developments of what he would consider to be some rather unlikely allies; the neo-romantic artists.

In the early war years the Neo-Romantics turned to England's green and pleasant lands and found sanctuary from conflict on the continent, both in warfare and in art. Virginia Button notes 'The theme of liberation was central to the Neo-Romantic opposition to the rhetoric of 'significant form', representing the liberation of English art from the shackles of the school of Paris and its seductive but sterile plastic values. Although far from endorsing the aesthetic standpoint of Neo-Romanticism, Nicholson's statement nevertheless shares the ideology of individual freedom that was at the heart of Neo-Romanticism' (ibid, p.60). She quotes Nicholson:

I think the recent liberation of the powerful forces of form and colour is an important event, and when critics announce and foretell the death of abstract art they show the same misunderstanding of the freedom of form and colour as the dictators' do of the individual. (Horizon 4, 'Notes on Abstract Art', October 1941, p.273).



The present work hanging in Cyril Reddihough's home, photograph courtesy of The Estate of C.S. Reddihough

Redd



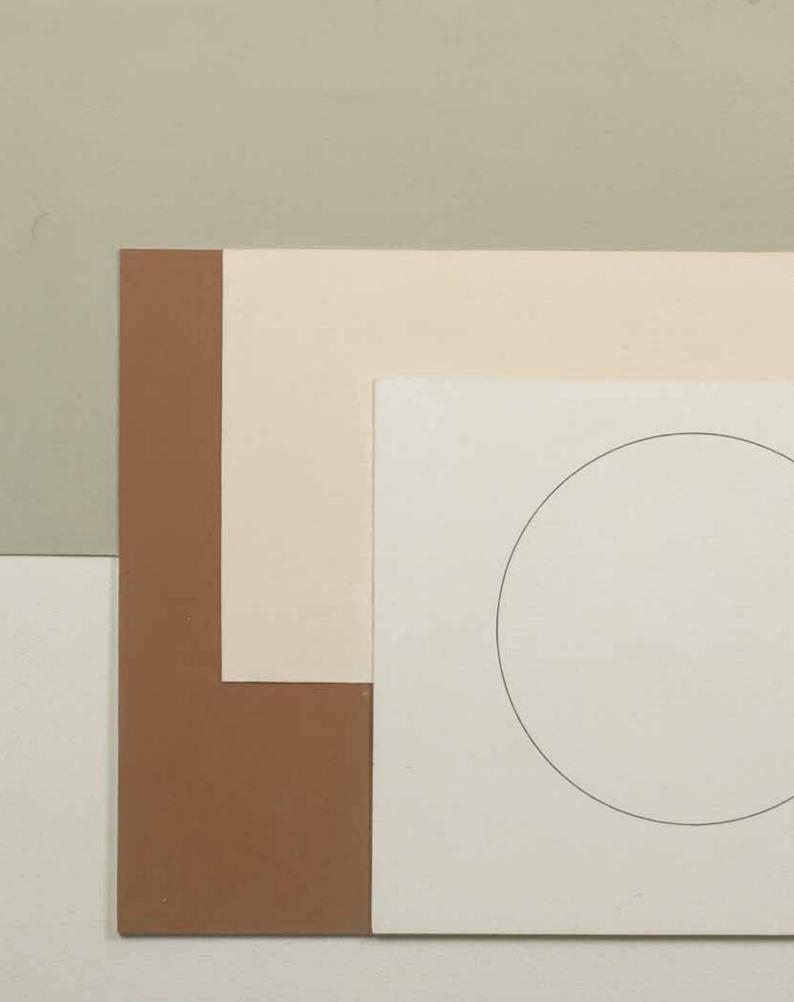
Painted Relief, 1939, Ben Nicholson, The Museum of Modern Art, New York/Scala, Florence © Angela Verren Taunt, 2016 Artists Rights Society (ARS), New York / DACS, London

Although Nicholson had produced representational works in the immediate pre and early war years, they were considered by him as a separate venture, and often a commercial necessity in times of such austerity. Therefore, his tentative embrace of this recent practice to combine "freedom of form and colour" is a significant development. It allowed his focus thenceforth to oscillate between abstraction and representation. This, he would do sometimes wholly and sometimes within the same composition. The results are the major still-lifes, tabletops and landscape compositions that he executed throughout the late 1940s and 1950s (see *Towednack* lot 15).

It was perhaps the crucial integration of landscape reference within *Painted Relief 1941* which Cyril Reddihough first engaged with. Throughout his patronage of Nicholson, landscapes were central to the relationship. The early acquisition of the masterpiece 1928 (*Pill Creek-Cornwall*) (see lot 6), the poetic prose of his 1930 Lefevre catalogue introduction and the drawing trips planned together in the 50s all indicate that Reddihough responded strongly to Nicholson's engagement with landscape.

It is known that Reddihough visited Nicholson in St Ives at least twice in the 1940s. First in April of 1941 and again in 1946. The present work is inscribed on the back board in Nicholson's hand with two addresses. First is the Dunluce address the artist resided at from Christmas 1939 until July 1942 (and where Reddihough would have made his first visit). This has been crossed out and amended to the Chy-an-Kerris address at which he lived from July 1942 and where Reddihough visited in 1946. It is not known on which occasion (if indeed either, rather than by letter request) Reddihough acquired Painted Relief 1941 but a price of £350 is recorded and the work is listed in the collection of Reddihough by 1948 when published in Herbert Read's monograph (see literature reference above). Irrespective of the exact details of the acquisition, the purchase of such a major work for such a sizable sum in the midst of stringent times would have been greatly welcomed. Letters from Nicholson's first wife Winifred to Reddihough testify to his generosity in providing money for new clothes for Ben's children, only surpassed by his relentless support of the artist through acquisition.

Redd



26^{AR} BEN NICHOLSON O.M. (1894-1982) 1943 (Painting) gouache and pencil on board 25.3 x 22.2 cm. (9 1/2 x 8 3/4 in.)

£70,000 - 100,000 €89,000 - 130,000 US\$100,000 - 150,000

Provenance C.S. Reddihough

This present lot belongs to a series of works related to *Painted Relief 1943* (see p.107 in Herbert Read, *Ben Nicholson, Paintings, Reliefs, Drawings*, Volume 1, Lund Humphries, London, 1948). As was Nicholson's habit in the early and mid-1940s compositions were executed on a number of scales and across his adopted mediums.

At times Nicholson adhered rigidly to the placement of forms and the selection of tones. In other instances variations are discernable across a series. The current gouache composition and palette must have been deemed extremely successful by the artist as it is known to have been followed by both a mid-scale oil on canvas and larger carved relief. A variation with the same central composition, but flanked by an area of earthy green to the left and steely grey to the right, has been published as a lithograph by Paupers Press. Entitled *1945 (design for an act drop)* which perhaps suggests an intended theatrical use.

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Redd



Redd

27^{AR} DAME BARBARA HEPWORTH (1903-1975)

Lines in Movement

signed and dated 'Barbara Hepworth 42' (lower right); further signed, titled and dated twice '"Lines in Movement"/Barbara Hepworth/1942/1942' (on the first backboard); signed a third time, titled and dated again '"Lines in Movement"/Barbara Hepworth/1942' (on the second backboard) gouache and pencil on board 29.8 x 20.4 cm. (11 3/4 x 8 in.)

£50,000 - 80,000 €63,000 - 100,000 US\$73,000 - 120,000

Provenance

C.S. Reddihough

Exhibited

Leeds, Temple Newsam, *Exhibition of Paintings, Sculpture and Drawings by Paul Nash and Barbara Hepworth*, 24 April-13 June 1943, cat.no.119

Wakefield, City Art Gallery, *Exhibition of Sculpture and Drawings by Barbara Hepworth*, February–March 1944, cat.no.45; this exhibition travelled to Halifax, Bankfield Museum, March–April

London, The Whitechapel Gallery, *Barbara Hepworth: A Retrospective Exhibition of Carvings and Drawings from 1927 to 1954*, 8 April-6 June 1954, cat.no.62

Literature

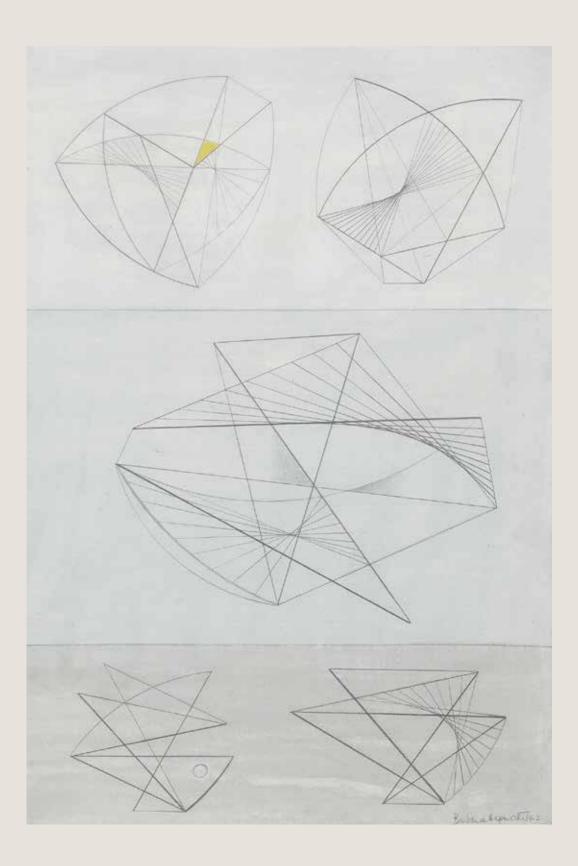
Kathleen Raine, *Stone and Flower: Poems 1935-1943*, Nicholson & Watson, 1943 (ill.b&w)

Please note there is an unfinished abstract on the verso of the second backboard.

Despite being a two dimensional work, *Lines in Movement* and other oils and drawings by Hepworth from the 1940s, are clearly the work of an artist entirely comfortable working in three dimensions. However, with the onset of war, materials for sculpting were limited and as a result this period bore an incredibly fruitful time for the artist who made around 250 drawings. Dating to 1942 and executed in St Ives, the present work belongs to an abstract phase that is based on precision, geometry and a close regard for the relationship between space and colour (here a delicate highlight of yellow). As the decade progressed, Hepworth's friendship with the surgeon Norman Capener led to a series of hospital drawings and then a return to sculpture saw her two dimensional work focus on figurative studies. The C.S. Reddihough collection has an example from each of these three phases, demonstrating the depth of both his collection and relationship with the artist.

Hepworth was keen to make clear that seldom were these works studies for particular sculptures but rather entirely independent entities. Speaking of the period in 1946 she commented, 'I do, however, spend whole periods of time entirely in drawing (or painting, as I use colour) when I search for forms and rhythms and curvatures for my own satisfaction. These drawings I call "drawings for sculpture"; but it is in a general sense – that is – out of the drawings springs a general influence. Only occasionally can I say that one particular drawing has later become one particular sculpture' (Barbara Hepworth quoted in *Approach to Sculpture, The Studio,* London, October 1946, vol.132, no.643, p.101). *Lines in Movement* was one of four works by Hepworth used to illustrate Katherine Raine's *Stone and Flower: Poems 1935-43*, where it is given the title of *Stones and Flowers in Movement*.

Redd



Redd

BEN NICHOLSON O.M. (1894-1982)

Untitled (1941) signed, inscribed & dated 'Red from Ben April 1941' (lower left) pencil on card 40 x 31.1 cm. (15 3/4 x 12 1/4 in.)

£25,000 - 35,000 €32,000 - 44,000 US\$36,000 - 51,000

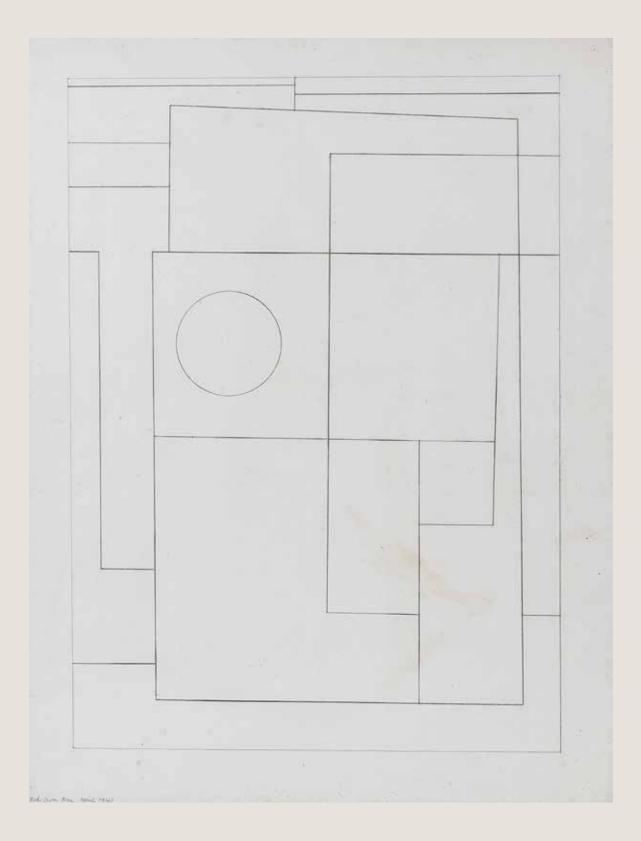
Provenance

The Artist, by whom gifted to C.S. Reddihough

The present work relates to Drawing 1936 (see p.108 in Herbert Read, Ben Nicholson, Paintings, Reliefs, Drawings, Volume 1, Lund Humphries, London, 1948).

"I cannot claim to have known Cyril Reddihough very well but even on short acquaintance he struck me as one of the nicest people I've ever met! And quite incredibly-ridiculouslymodest. Though he did not live to see my Ben Nicholson book, he did read the typescript and gave it his seal of approval, an authentication which for me was all-important." Peter Khoroche

Redd



Redd



29^{AR} BEN NICHOLSON O.M. (1894-1982) Dec 53-57 signed with initials and dated 'BN/dec/53-57' (verso) oil and pencil on carved board relief 14.5 x 10 cm. (5 5/8 x 3 7/8 in.)

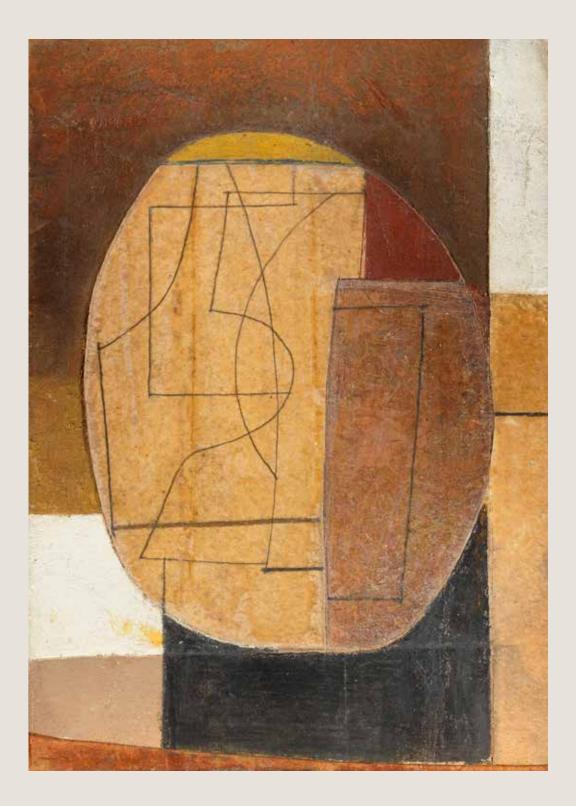
£20,000 - 30,000 €25,000 - 38,000 US\$29,000 - 44,000

Provenance C.S. Reddihough

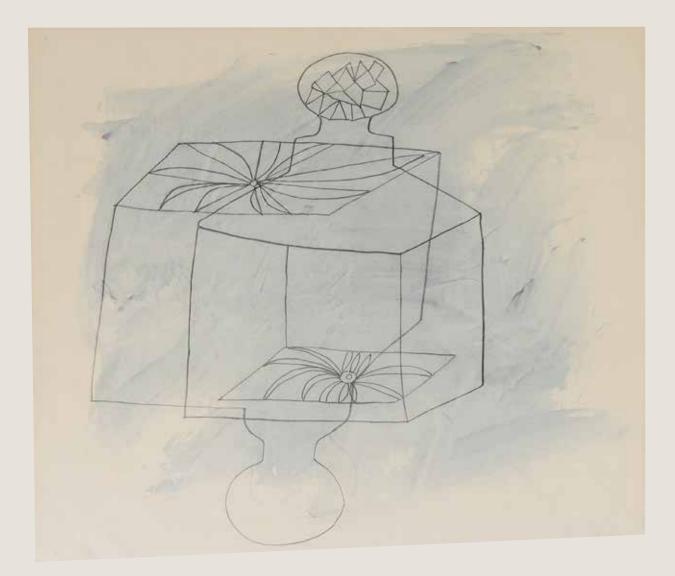
"The first true collector I sought out and who became a close friend was Cyril Reddihough, a Bradford solicitor then in his mid-fifties. This was in 1955. I learnt he'd been buying the abstract work of Ben Nicholson before I was born. He was on record as saying he'd found no difficulty moving from the art of Giotto or Piero della Francesca to the challenging abstraction of Nicholson, Hepworth, Gabo and their generation. For a young collector like myself at that time this was heady stuff"

Ronnie Duncan

Redd



Redd



BEN NICHOLSON O.M. (1894-1982)

Untitled (1972) partially inscribed and dated 'For Redd + Oona/72' (verso) pencil and wash 28.9 x 33 cm. (11 3/8 x 13 in.) (irregular)

£5,000 - 7,000 €6,300 - 8,900 US\$7,300 - 10,000

Provenance The Artist, by whom gifted to C.S. Reddihough

Redd



BEN NICHOLSON O.M. (1894-1982)

1978 (Magenta and Black) signed, titled and dated '(Magenta + Black)/Nicholson/ Nov 1978' (verso) felt-tip pen and oil wash on paper 35.6 x 26.7 cm. (14 x 10 1/2 in.) (including the artist's prepared backboard)

£15,000 - 25,000 €19,000 - 32,000 US\$22,000 - 36,000

Provenance

With Waddington Galleries, London, where acquired by C.S. Reddihough

Exhibited

London, Waddington Galleries, *Ben Nicholson, Recent Works*, 1-26 July 1980, cat.no.25 (col.ill.)

Redd



32^{AR} BEN NICHOLSON O.M. (1894-1982) Feb 64

signed and dated 'Ben Nicholson Feb 64' (verso); further signed twice, inscribed and dated again 'NICHOLSON/FEB 64/Oona + Redd/ Brissago Sept 65/from Ben' (on the backboard) pencil and wash on paper 39.3 x 48.8 cm. (15 1/2 x 19 1/4 in.) (including the artist's prepared backboard)

£6,000 - 8,000 €7,600 - 10,000 US\$8,700 - 12,000

Provenance The Artist, by whom gifted to C.S. Reddihough

Redd



BEN NICHOLSON O.M. (1894-1982) Still Life with Blue and Stripes signed, titled and dated 'Nicholson Still life with blue + stripes - 78' (verso) pencil, felt-tip pen, wash and oil on paper 34.7 x 29.4 cm. (13 5/8 x 11 5/8 in.) (including the artist's prepared backboard) Executed in 1978

£15,000 - 25,000 €19,000 - 32,000 US\$22,000 - 36,000

Provenance

With Waddington Galleries, London, where acquired by C.S. Reddihough

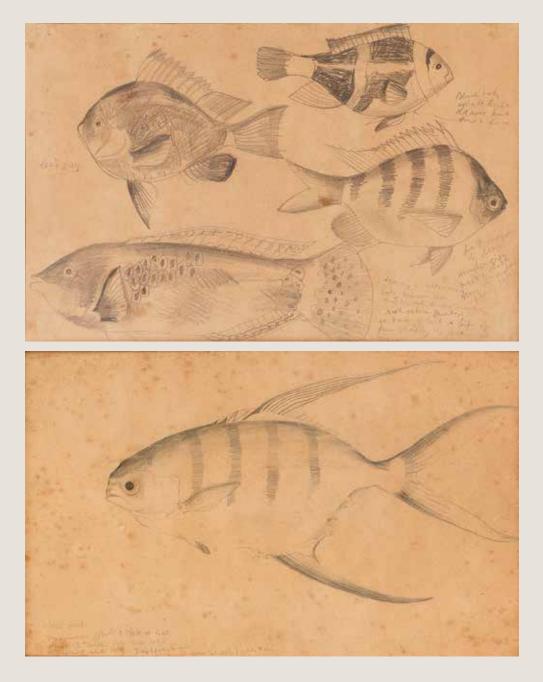
Exhibited

Toronto, Waddington Galleries

"This place is small so I store all my work at Leslie Waddington Galleries - 2 Cork St W2 – Leslie would show you any of these by appointment. A very nice chap and a good friend of mine"

Ben Nicholson in a letter to Cyril Reddihough

Redd



34 CHRISTOPHER WOOD (1901-1930) Aquarium Studies

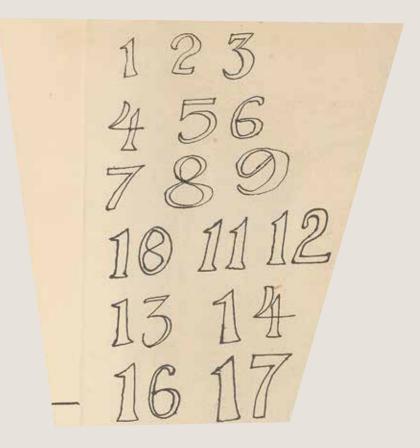
each variously inscribed pencil 20.3 x 31.1 cm. (8 x 12 1/4 in.): 19.6 x 31.1 cm. (7 3/4 x 12 3/4 in.) (2)

£1,000 - 1,500 €1,300 - 1,900 US\$1,500 - 2,200

Provenance C.S. Reddihough

Wood executed a number of oils and three recorded drawings (Newton 809-811) based on observations made in the London Aquarium in 1929. For a similar example see lot 113 sold at Phillips, London, 4 June 1996.

Redd



BEN NICHOLSON O.M. (1894-1982)

Untitled (1970, For Redd) signed, inscribed and dated twice 'Nicholson 1970/ For Redd/Mch/71' (verso) pen and ink $19 \times 19 \text{ cm.}$ (7 1/2 x 7 1/2 in.) (irregular)

£3,000 - 5,000 €3,800 - 6,300 US\$4,400 - 7,300

Provenance

The Artist, by whom gifted to C.S. Reddihough

36^{AR}

BEN NICHOLSON O.M. (1894-1982)

June 1950 (Venice) signed with initials, titled and dated 'Venice June 1950 BN' (verso) pencil 20.3 x 24.2 cm. (8 x 9 1/2 in.) (unframed)

£3,000 - 5,000 €3,800 - 6,300 US\$4,400 - 7,300

Provenance C.S. Reddihough



Redd

Contraction of Curry Hill Curry Hill and Curry Hill and Curry Hill and Curry Hill and Curry House

BEN NICHOLSON O.M. (1894-1982)

Xmas Wishes signed, inscribed and dated 'Xmas/wishes/to Redd/from/ Ben/1953' (verso) collage and biro on board with a hand-made collage envelope 10.2 x 8.7 cm. (4 x 3 3/8 in.) (unframed)

£1,000 - 1,500 €1,300 - 1,900 US\$1,500 - 2,200

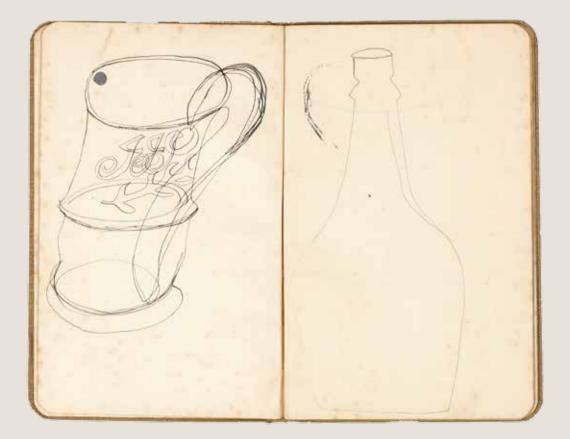
Provenance

The Artist, by whom gifted to C.S. Reddihough

The present work includes collage elements referencing Reddihough and Nicholson's 1950 trip to north Italy.



Redd



38^{AR}

BEN NICHOLSON O.M. (1894-1982)

Pocket sketchbook signed 'Nicholson' (on the inside cover); and variously inscribed throughout pencil $16.5 \times 10.5 \text{ cm.}$ (6 $1/2 \times 4 \text{ 1/8 in.}$)

£1,500 - 2,000 €1,900 - 2,500 US\$2,200 - 2,900

Provenance C.S. Reddihough



Redd

39

CHRISTOPHER WOOD (1901-1930)

Flowers in a Glass-Jar inscribed by the artist's mother (verso) oil on canvas *40.8 x 45.8 cm. (16 x 18 in.)* Painted in 1926

£30,000 - 50,000 €38,000 - 63,000 US\$44,000 - 73,000

Provenance

With The Redfern Gallery, London, 1955, where acquired by C.S. Reddihough

Literature

Eric Newton, *Christopher Wood 1901-1930*, The Redfern Gallery, London, 1938, p.69, cat.no.193

We are grateful to Robert Upstone for his assistance in cataloguing the present lot, to be included in the forthcoming catalogue raisonné of Christopher Wood's paintings.

"I've wanted to write every day, but I've been deep into some painting schemes which have been as absorbing as any I can remember – strange narcissi and white lilies and lively little anemones and moonlight"

Winifred Nicholson in a letter to Cyril Reddihough

Redd



Redd



40 CHRISTOPHER WOOD (1901-1930) French Harbour Scene

pencil 33 x 41.9 cm. (13 x 16 1/2 in.) Executed in 1929

£4,000 - 6,000 €5,100 - 7,600 US\$5,800 - 8,700

Provenance

With The Piccadilly Gallery, London, April 1965, where acquired by C.S. Reddihough

Exhibited

Colchester, The Minories, *Christopher Wood*, 29 March-15 April 1979, cat.no.76 (organised by the Arts Council); this exhibition travelled to, Durham, D.L.I. Museum and Arts Centre, 24 April-20 May, Aberdeen, Art Gallery, 9 June-8 July, Eastbourne, Towner Art Gallery, 14 July-12 August and Exeter, Royal Albert Memorial Museum, 18 August-16 September

Redd



41^{AR}

MARY NEWCOMB (1922-2008)

The Verandah at the Boatyard signed and dated '92/Mary Newcomb' (lower right); further signed, titled and dated again 'The verandah at the boatyard/Mary Newcomb/92' (verso) oil on canvas 76.2 x 96.5 cm. (30 x 38 in.)

£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance

The Artist With Crane Kalman Gallery, London, where acquired by C.S. Reddihough

Redd

"I've been painting and painting and thinking of nothing else on the face of the earth"

Winifred Nicholson in a letter to Cyril Reddihough

42^{AR} WINIFRED NICHOLSON (1893-1981)

The Warwick Family oil on canvas 75.4 x 126.7 cm. (29 5/8 x 49 7/8 in.) Painted *circa* 1925-6

£60,000 - 80,000 €76,000 - 100,000 US\$87,000 - 120,000

Provenance

C.S. Reddihough

Exhibited

London, Beaux Arts, *The Seven and Five Society*, 4-22 January 1927, cat.no.29

London, Walker's Galleries, *Exhibition of Paintings and Drawings by Members of The Campden Hill Club*, 14–19 February 1927, cat.no.72 Edinburgh, Scottish Arts Council Gallery, *Winifred Nicholson, Paintings 1900-1978*, 22 September-28 October 1979, cat.no.14; this exhibition travelled to Carlisle, Art Gallery, 3-24 November, Glasgow, Third Eye Centre, 8-22 December, Newcastle, Hatton Gallery, 6 January-6 February 1980, Colchester, The Minories, 14 February-21 March and Penwith, St. Ives Galleries, 31 March-26 April

London, The Tate Gallery, *Winifred Nicholson*, 3 June-2 August 1987, cat.no.7 (col.ill., p.45 and ill.b&w, p.77); this exhibition travelled to Newcastle, Laing Art Gallery, 15 August-20 September, Bristol, City Art Gallery, 26 September-1 November, Stoke, City Art Gallery, 7 November-13 December, Aberdeen, City Art Gallery, 9 January-31 January 1988 and Cambridge, Kettle's Yard, 13 February-20 March Leeds, Leeds Museums and Galleries, *Art and Life: Ben Nicholson, Winifred Nicholson, Christopher Wood, Alfred Wallis, William Staite Murray, Art and Life 1920-1931*, 18 October 2013-12 January 2014, unnumbered; this exhibition travelled to Cambridge, Kettle's Yard Gallery, 15 February-11 May and London, Dulwich Picture Gallery, 4 June-21 September

Literature

'Artwork, Volume III, No.', March-May, 1927, p.10 (ill.b&w) Frank Rutter, 'The Seven and Five Society', *The Sunday Times*, 23 January 1927

Christopher Andreae, *Winifred Nicholson*, Lund Humphries, Farnham, 2009, pl.85, p.99 (col.ill. and illustrated on the back cover) Jovan Nicholson, *Art and Life: Ben Nicholson, Winifred Nicholson, Christopher Wood, Alfred Wallis, William Staite Murray, Art and Life* 1920-1931, Philip Wilson Publishers, London, 2013, p.76 (col.ill. p.77)

Almost all of Winifred Nicholson's portraits are of family, friends or people with whom she had a connection. And this intimacy is no less true of *The Warwick Family* for Tom and Margaret Warwick lived in the farm next door to Winifred Nicholson's house in Cumberland. Sitting with their daughter Janet on the left and their grandson Norman seated on Mrs Warwick's knee and behind them a black range they exude the dignified and reassuring presence of those who work the land. It is also the only known instance of her painting a whole family with three generations as well as being her largest portrait. Not long after the painting was made Janet became nanny to Winifred's children, accompanying the Nicholsons to Cornwall in 1928, and only leaving her service in 1932; she subsequently married a famer, whose motorbike had broken down outside their farm, and moved to Lancashire.

After the Nicholsons moved into Bankshead in the early 1920s, their house in Cumberland, Winifred called on the Warwicks and found Mrs Warwick making a hooky rug, something that Winifred had not previously encountered. Mrs Warwick would have been sitting behind a wooden frame, using a 'proddy' to push strips of material into the hessian ground and surrounded by bags of material, with a coal fire blazing in the range. Hooky rugs are a Northern tradition amongst farmers, a way of reusing discarded clothes and shortening the winter nights. Finished rugs were given pride of place in front of the fire, and the previous year's rug moved to a less prominent position. Naturally farmers' wives tended to make rugs of bulls or sheep that were direct and uncompromising in their design and these rugs made a marked impression on Winifred and Ben Nicholson. Although they were interested in other types of primitive art, Le Douanier Rousseau and African sculpture for example, this was the first time they had come face to face with primitive art being produced (and significantly before they met Alfred Wallis), with the result Ben designed a rug, Animal Squares, which was made by the Warwick's other daughter, Mary Bewick. And later when Winifred actively revived the tradition of hooky rugs in the 1960s overseeing the making of over 100 rugs Mary Bewick and Janet Heap, as she became, were two of her most important makers (see Art and Life: Ben Nicholson, Winifred Nicholson, Christopher Wood, Alfred Wallis, William Staite Murray, 1920-1931, Philip Wilson Publisher, London, 2013, pp.26, 27, 76 & 77 for more details). Given this background Winifred's portrait of The Warwick Family takes on a deeper significance.

We are grateful to Jovan Nicholson for compiling this catalogue entry.

Redd



"Your letter was such a help – I don't think it matters whether it is praise or criticism, what is such a help is when someone else understands what one was trying to express – and that I felt you did"

Winifred Nicholson in a letter to Cyril Reddihough

Redd



Modern British and Irish Art Lots 43 - 114



Various Properties

43^{AR}

BEN NICHOLSON O.M. (1894-1982)

May 1950 (Valle Bonda, Tuscany) signed, titled and dated 'May 23-50, Valle Bonda, Ben Nicholson' (verso) pencil and wash 35.6 x 20.7 cm. (14 x 20 in.)

£12,000 - 18,000 €15,000 - 23,000 US\$17,000 - 26,000

Provenance

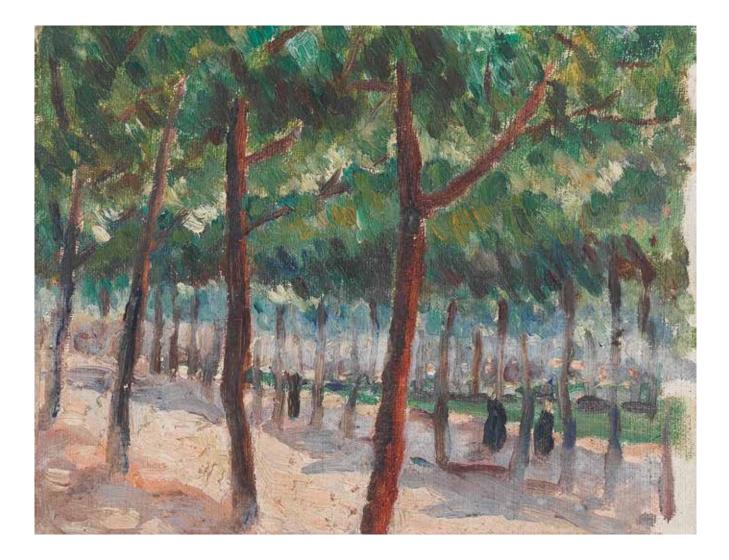
Phyllis Bottome Ernan Forbes-Dennis Sale; Christie's, London, 4 December 1984, lot 95, where acquired by the present owner Private Collection, U.K.

Exhibited

Amsterdam, Stedelijk Museum, *Ben Nicholson*, Winter 1954-55, Paris, Musée National D'Art Moderne, *Ben Nicholson*, 21 January-20 February 1955, cat.no.69; this exhibition travelled to Brussels, Palais Des Beaux-Arts, 3-27 March and Zurich, Kunsthaus, 20-April-22 May

Literature

Ben Nicholson, *Ben Nicholson, Volume 2*, Lund Humphries, London, 1956, pl.42 (ill.b&w)



44 CHRISTOPHER WOOD (1901-1930) St Cloud

oil on canvasboard 19.1 x 24.1 cm. (7 1/2 x 9 1/2 in.) Painted in 1924

£12,000 - 18,000 €15,000 - 23,000 US\$17,000 - 26,000

Provenance

Acquired from the 1947 exhibition by Miss Waterson Private Collection, U.K.

Exhibited

London, The Redfern Gallery, *Christopher Wood, Exhibition of Complete Works*, 3 March-2 April 1938, cat.no.253 (as *The Avenue, St. Cloud*) London, Redfern Gallery, *Christopher Wood, 1901-1930*, 8-31 May 1947, cat.no.60

Literature

Eric Newton, *Christopher Wood 1901-1930*, The Redfern Gallery, London, 1938, p.70, cat.no.41 (as *The Avenue, St. Cloud*)

Please note that this lot is accompanied by a copy of the 1947 exhibition catalogue.

We are grateful to Robert Upstone for his assistance in cataloguing the present lot, to be included in the forthcoming catalogue raisonné of Christopher Wood's paintings.

45 CHRISTOPHER WOOD (1901-1930)

Church and Bridge, Rome oil on canvas 45.8 x 54.7 cm. (18 x 21 1/2 in.) Painted in 1925

£40,000 - 60,000 €51,000 - 76,000 US\$58,000 - 87,000

Provenance

With The Redfern Gallery, London, where acquired by the family of the present owner, by 1938 Private Collection, U.K.

Exhibited

Probably London, The Redfern Gallery, *Christopher Wood*, 5-28 March 1936, cat.no.49 (as *Church and Bridge* London, The Redfern Gallery, *Christopher Wood, Exhibition* of *Complete Works*, 3 March-2 April 1938, cat.no.129

Literature

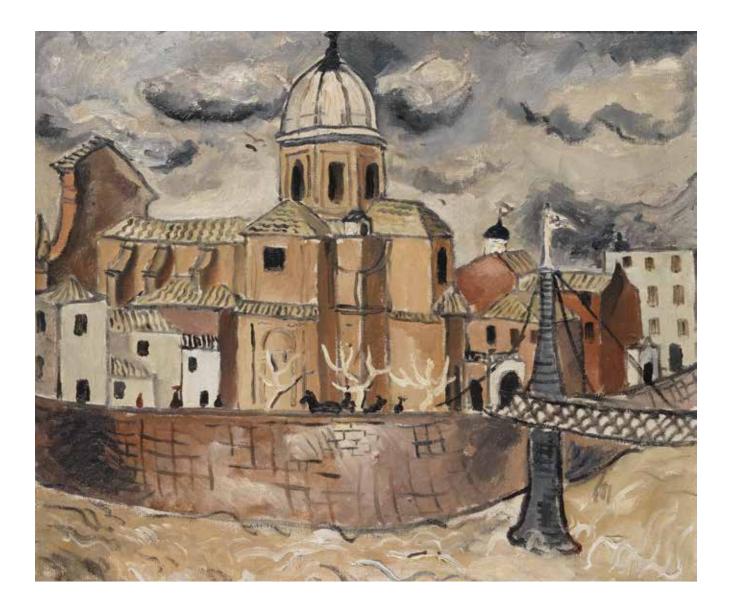
Eric Newton, *Christopher Wood 1901-1930*, The Redfern Gallery, London, 1938, p.66, cat.no.120

Having spent much of the beginning of 1925 with Jean Cocteau at their shared Paris studio, Wood soon left for Marseille and then Monte Carlo with long term friend and Chilean diplomat Tony Gandarillas. It was on the French Riviera that the young artist met and spent time with Picasso who he described as the 'Leonardo of today' and enjoyed seeing The Russian Ballet which was a magnet for fashionable society and a draw for many celebrated artists including Cocteau and Picasso who had both worked for them in the past. However, Gandarillas' flippancy on the gambling tables and the unexpected arrival of Wood's Aunt Edith and Uncle Alan called for a change of scene and the pair travelled to Rome.

On a previous visit in 1923 Wood had described Rome as 'the place that gives me most' and 'the mother of the world...someday I will live here' (Richard Ingleby, Christopher Wood, An English Painter, London, 1995, p.73). Returning in 1925, he was to spend time with Igor Stravinsky the Russian composer, pianist and conductor, Lord Berners and Louisa Casati whose luxurious house had gates flanked by two golden leopards and numerous exotic animals within. During this trip, Wood was to make some of his most successful drawings to date, having been encouraged by Picasso to give up red chalk in favour of hard pencil. Of particular merit was Piazza del Popolo which aptly translates the grandeur of the church of St Maria del Popolo and surrounding architecture with incredible simplicity. The concept of tackling complexity with simplicity was a lesson learnt from both Cocteau and Picasso and also became a key instinct of one of Wood's closest artistic allies, Ben Nicholson, whose Italian drawings from his travels in the 1950s reflect this also.

The present work, painted with typical fluency and energy, depicts the Basilica di San Giovanni dei Fiorentini located in Via Giulia.

We are grateful to Robert Upstone for his assistance in cataloguing the present lot, to be included in the forthcoming catalogue raisonné of Christopher Wood's paintings.



46

CHRISTOPHER WOOD (1901-1930)

The Barber's Family signed and dated 'C. Wood 27' (lower right) oil on canvas laid on board $37.5 \times 45.8 \text{ cm}$. (14 3/4 x 18 in.)

£50,000 - 70,000 €63,000 - 89,000 US\$73,000 - 100,000

Provenance

With The Redfern Gallery, London, March 1936, where acquired by the family of the present owner Private Collection, U.K.

Exhibited

London, The Redfern Gallery, *Christopher Wood*, 5-28 March 1936, cat.no.36

London, The Redfern Gallery, *Christopher Wood, Exhibition of Complete Works*, 3 March-2 April 1938, cat.no.244

Literature

Eric Newton, *Christopher Wood 1901-1930*, The Redfern Gallery, London, 1938, p.70, cat.no.244

The Barber's Family was painted in 1927, an important year for Christopher Wood who made his first appearance as part of the cutting edge Seven & Five Society, which was chaired by his close friend Ben Nicholson. The reviews of the exhibition from January this year were positive with Wood singled out for his four paintings by G.S. Sandilands of the Daily Herald and Frank Rutter of the Sunday Times. In his column, Sandilands comments, 'Mr. Christopher Wood has already had a remarkable career. He was a nineteen-year old clerk in a fruit store when Augustus John spoke the encouraging word that made the lad an artist. He is now 26 and shows quite extraordinary ability in a wide range of styles' (Richard Ingleby, *Christopher Wood, An English Painter*, Allison & Busby, London, 1995, p.146).

Wood was not in London for the exhibition as he had recently moved into a new flat in the Passy area of Paris where he had a small room from which to paint. At this point the artist's primary focus was the 'life and death struggle' (*Op.cit*, p.154) to paint pictures from the imagination and driven by the requirement for money to fund his opium addiction, a number of works were sent back to London to be exhibited alongside Ben and Winifred Nicholson at the Beaux Arts Gallery in April. *The Barber's Family* was part of this group which along with others such as A Street in Passy and The Letter showed great illustrative instinct and the imagination that he strove to visualise. There is a considerable degree of charm and even humour about the present work which likely draws on a mixture of life, memory and imagination to create a wholly original composition.

We are grateful to Robert Upstone for his assistance in cataloguing the present lot, to be included in the forthcoming catalogue raisonné of Christopher Wood's paintings.



47^{AR} WINIFRED NICHOLSON (1893-1981)

Kate at St. Tropez signed and titled 'Winifred Nicholson/Kate at/St Tropez' (on the stretcher) oil on canvas $62 \times 62 \ cm. \ (24 \ 1/2 \times 24 \ 1/2 \ in.)$ Painted *circa* 1935

£20,000 - 30,000 €25,000 - 38,000 US\$29,000 - 44,000

Provenance

Private Collection, U.K.

Exhibited

Possibly London, New Grafton Gallery, *English Painting 1900-1940*, 18 October–21 November 1973, cat.no.23 (as *The Sandcastle*)

Between 1932-8 Winifred Nicholson lived in Paris and spent time visiting friends in the south of France. This portrait of Kate, Winifred's second child, was painted on one of these trips.

We are grateful to Jovan Nicholson for his assistance in cataloguing this lot.



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Property from the family of Pamela White (1920-2013)

48^{AR}

BEN NICHOLSON O.M. (1894-1982)

Still Life 1945

signed and dated 'Ben Nicholson/1945'; further signed and partially inscribed 'Nicholson/3 Mall Stud/Parkhill R/London' (on the backboard) oil and pencil on board

 30.9×28.8 cm. (12 1/4 x 11 3/8 in.) (including the artist's prepared backboard)

£120,000 - 180,000 €150,000 - 230,000 US\$170,000 - 260,000

Provenance

With The Lefevre Gallery, London, where acquired by Pamela White (1920-2013) Thence by family descent to the present owner Private Collection, U.K.

Exhibited

London, The Lefevre Gallery, cat.no.63

Still Life 1945 belongs to a small but elite group of works in which Nicholson depicts a Union Jack nestled amidst his more familiar stilllife elements of cups and bowls. The flag's inclusion marks 8 May 1945, VE day, the official end date of WWII.

In 1939 at the outbreak of the war Nicholson and his second wife Barbara Hepworth moved their children from their Hampstead home to Carbis Bay, just outside of St. Ives. At first they stayed with Adrian Stokes and his wife Margaret Mellis, latterly finding their own accommodation where the family would remain to see out the war. Initially the couple, who were accustomed to life at the centre of the Hampstead avant-garde set, felt ostracised in their new locale but this soon wained and Nicholson chose to make the area his home until 1958. One frustration that did not abate until the end of the war was the stringency of the times, in terms of both sales of work and the availability of materials. The war years had not been easy for Nicholson, so it is fitting that he signified their end in the present work, but they do mark an important development within his *oeuvre*. In the five years immediately prior to the move to St. Ives, Nicholson's output had been almost entirely pure in its abstract nature. However, surrounded by the emotive landscape of the Cornish coast, his work returned to the rhetoric of representational abstraction that he had developed in the years 1924-32. He had been greatly informed by his continental counterparts, particularly Braque and Cubism, as well as naïve imagery, notably by Alfred Wallis, and the theories exposed to him through his first wife, Winifred Nicholson's, engagement with Christian Science. Although representational, Nicholson referred to his paintings as 'ideas', not as depictions of physical objects or space but the spirit that lay within them. Following the break-out of war Nicholson returned to this practice but the works from 1939-1958 are more cohesive in a personally identifiable aesthetic than the formative period. This developed with a distinct use of material and method. 'Weathering' of the support by scraping back applied layers of wash, oil or even the board itself became more regular and the integration between compositional elements made up of heavily worked pencil or flatly applied bold blocks of oil became more defined.

Nicholson's work developed three strands; landscapes, still lifes and abstracts, and very broadly speaking throughout his career, Nicholson would paint landscapes when in rural locations such as Cumberland and St. Ives and still lifes when in more urban areas. The present work was executed in London and the colours Nicholson employs are bold; pillar-box red, deep blue and 'poisonous' yellow. This brightening of palette, and an overall increased importance of colour to Nicholson, coincided with his move to St. Ives but is used irrespective of location.

Nicholson spent April to December of 1945 in London. In October he had his first post-war one-man exhibition at the Lefevre Gallery and in spite of the austerity of the day, it was a commercial success. The Tate gallery purchased two works; 1945 (still life) and 1943-5 (St Ives, Cornwall). Like the present example, the latter of the Tate's purchases also includes the Union Jack motif. Another example, 1945 (still life with 3 mugs) (Private Collection), was included in a major 1994 Nicholson Tate retrospective and a third, 1945 (still life with flag), is in the collection of the Ashmolean Museum, Oxford. The present work comes to the market for the first time since its acquisition from the Lefevre Gallery in the late 1940s by Ms Pamela White, whom Nicholson listed amongst the collectors of his work in Herbert Read's 1955 *Ben Nicholson, Volume 1* monograph.





BEN NICHOLSON O.M. (1894-1982)

Project

signed, inscribed, titled and dated 'Ben Nicholson/1945/project/ Chy an Kerris/Carbis Bay/Cornwall' (verso) oil on cardboard 20.4 x 20.9 cm. (8 x 8 1/4 in.)

£60,000 - 80,000 €76,000 - 100,000 US\$87,000 - 120,000

Provenance

With The Lefevre Gallery, London, where acquired by Pamela White (1920-2013) Thence by family descent to the present owner Private Collection, U.K.

Exhibited

London, The Lefevre Gallery, May 1947

By late 1932 Ben Nicholson and his first wife Winifred Nicholson's relationship was extremely strained. Winifred, with their two children, moved from Cornwall to Paris staying in the 16th *arrondissement*. Ben, who was increasingly splitting his time between Hampstead (close to Barbara Hepworth, whom he would marry in 1938) and Winifred, began to make regular trips from London to Paris. There in the centre of international modernism he forged relationships with Picasso, Braque, Calder, Moholy-Nagy and significantly Mondrian. From 1932 onwards Nicholson's work had moved increasingly towards pure abstraction and by February 1934 he had begun to make his celebrated white reliefs. Later that year he was invited to join the Parisbased association *Abstraction-Création*. Until 1939, when he would re-engage with representational painting, Nicholson held the position of Britain's foremost advocate of geometrical-abstraction within the modernist movement.

Nicholson first visited Piet Mondrian's Parisian studio on 5 April 1934 and an ongoing dialogue between the two artists soon followed. In 1938, on Nicholson's recommendation, Mondrian moved to London living close to Ben in Hampstead. At this period Nicholson reintroduced colour to some of his carved reliefs and also executed a number of geometrical abstractions in oils. Although these employed formal elements similar to Mondrian they relied to a greater extent on the use of colour to suggest the possibility of space in a constructivist manner. In some examples the genesis of the composition from a table top still-life is left tangible. Although Nicholson did not continue a strict application of abstraction from 1939 onwards in all of his output, he did continue to explore it at points throughout his career.

The present example, dating from 1945, is reminiscent of the geometrical canvases Nicholson executed between 1934 and 1938 but is less exacting in its hard-edged nature. Project possesses a hand-made surface quality. The boundaries between the upper elements are left exposed so that these areas appear placed together rather than forming a singular space. In the upper left a horizontal pencil line bisects the composition, again deliberately interrupting the space. The lower passage of the work is formed of vertical rectangular forms, which may have originated from still-life elements such as bottles. Tonally the work is organic, reflecting Nicholson's engagement with landscape in the 1940s. Yet two distinct juxtapositions are formed within this palette; between the scarlet and burgundy components and the powder blue and black components. Nicholson had previously employed such a device in works such as 1940-2 (two forms) (National Museum of Wales, Cardiff), in which Jeremy Lewison's reading of the forms being derived from still-life objects is persuasive in suggesting a similar origin for the present composition.

The present work comes to the market for the first time since its acquisition from the Lefevre Gallery in the late 1940s by Ms Pamela White, whom Nicholson listed amongst the collectors of his work in Herbert Read's 1955 *Ben Nicholson, Volume 1* monograph.





Various Properties

50^{AR} **ROGER HILTON (1911-1975)** Untitled signed and dated 'HILTON/'69' (verso) oil and charcoal on canvas 30.5 x 55.8 cm. (12 x 22 in.)

£12,000 - 18,000 €15,000 - 23,000 US\$17,000 - 26,000

Provenance

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



51^{AR} WILLIAM SCOTT R.A. (1913-1989) Study for a Painting signed 'W. Scott' (lower right) pencil and collage 29.2 x 58.8 cm. (11 1/2 x 23 1/8 in.) Executed in 1972

£12,000 - 18,000 €15,000 - 23,000 US\$17,000 - 26,000

Provenance Acquired by the present owner from the 1974 exhibition Private Collection, U.K.

Exhibited Bristol, Arnolfini Gallery, *William Scott, Drawings, Painting & Prints*, 14 June-3 August 1974

The present work may be related to Scott's 1972 oil, *To Contrast Colour* (William Scott Catalogue Raisonné no.742).





52^{AR} **GILLIAN AYRES O.B.E., R.A. (BORN 1930)** Kennet oil on canvas laid on board *54 x 35.5 cm. (21 1/4 x 14 in.)* Painted 1977-78

£5,000 - 7,000 €6,300 - 8,900 US\$7,300 - 10,000

Provenance

Acquired from the Artist, February 1979 The Nancy Balfour Collection, from whom gifted to Wycombe Abbey, Buckinghamshire

53^{AR}

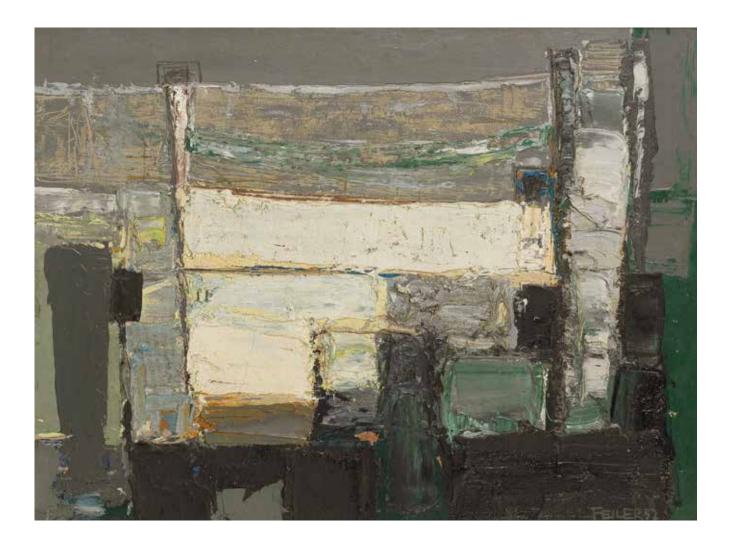
WILLIAM GEAR (1915-1997)

Black Figure, No.3 signed and dated 'Gear '56' (lower right); further signed, titled and dated again 'Gear/"BLACK FIGURE, NO.3"/NOV. '56' (verso) oil on canvas 45.7 x 61 cm. (18 x 24 in.)

£5,000 - 7,000 €6,300 - 8,900 US\$7,300 - 10,000

Provenance

With Jacobs Keizersgracht, Amsterdam, *circa* 1995, where acquired by the present owner Private Collection, The Netherlands



54^{AR} PAUL FEILER (1918-2013)

Coastline signed and dated 'FEILER 52' (lower right); further signed and titled 'PAUL FEILER/COASTLINE' (verso) oil on board 30.5 x 40.7 cm. (12 x 16 in.)

£12,000 - 18,000 €15,000 - 23,000 US\$17,000 - 26,000

Provenance

The Nancy Balfour Collection, from whom gifted to Wycombe Abbey, Buckinghamshire

Nancy Balfour (1911-1997) was editor of the American section of The Economist and volunteered her time to the Contemporary Art Society, first as Treasurer and then as Chairman. Through her position at the CAS she enabled the acquisition of numerous important artworks for public collections throughout the country. She also established a significant personal collection which included the present work, as well as lots 110 and 111.



55*** AR**

IVON HITCHENS (1893-1979)

Summer Water, Rain signed 'Hitchens' (lower left) oil on canvas 52.1 x 116.8 cm. (20 1/2 x 46 in.) Painted in 1961

£20,000 - 30,000 €25,000 - 38,000 US\$29,000 - 44,000

Provenance

Howard Bliss His sale; Christie's, London, 11 December 1970, lot 161 With Waddington Galleries, London, where acquired by the father of the present owner Private Collection, U.S.A

Exhibited

London, Waddington Galleries, *Ivon Hitchens*, June 1962, cat.no.24 London, The Tate Gallery, *Ivon Hitchens, a retrospective exhibition*, organised by the Arts Council, 11 July-18 August 1963, cat.no.144; this exhibition travelled to Bradford, City Art Gallery, 31 August-22 September and Birmingham, City Museum and Art Gallery, 28 September-20 October (ill.)

London, Rutland Gallery, Ivon Hitchens, landscape into abstract, 1972, cat.no.29

Lincoln, *Paintings by Hitchens from the Howard Bliss Collection*, 1962-1968, cat.no.27; this exhibition travelled to Hereford, Kidderminster, Belfast, Wolverhampton, Gloucester, Dunfermline, St. Andrews, Kirkcaldy, Coventry, Carlisle and Kendal

Literature

Alan Bowness, *Ivon Hitchens*, Lund Humphries, London, 1973, pl.53 (col.ill.) Peter Khoroche, *Ivon Hitchens*, Andre Deutsch, London 1990, pl.66 (col.ill.) Peter Khoroche, *Ivon Hitchens*, Lund Humphries, London 2007, pl.116 (col.ill.)



56^{* AR} IVON HITCHENS (1893-1979) Iping Trees oil on canvas 50.8 x 106.8 cm. (20 x 46 in.) Painted *circa* 1945

£30,000 - 50,000 €38,000 - 63,000 US\$44,000 - 73,000

Provenance With Ivor Braka, London, where acquired by the present owner Private Collection, U.K.

Exhibited

London, Serpentine Gallery, *Ivon Hitchens, Forty-Five Paintings*, in association with the South Bank Centre, 7 October-30 November 1989, cat.no.24; this exhibition travelled to Edinburgh, City Art Gallery, 9 December 1989-21 January 1990, Preston, Harris Museum and Art Gallery, 27 January-11 March and York, City Art Gallery, 24 March-29 April (col.ill.)

Please note that this work has been authenticated by John Hitchens, the artist's son, and bears two studio stamps (verso).

57* AR

IVON HITCHENS (1893-1979)

London Painting signed 'Hitchens' (lower left) oil on canvas 76.8 x 152.4 cm. (30 1/4 x 60 in.) Painted circa 1932

£120,000 - 180,000 €150,000 - 230,000 US\$170,000 - 260,000

Provenance

The Artist's Estate With Ivor Braka, London, 7 April 1986, from whom acquired by the present owner Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *British Art in the 20th Century: The Modern Movement*, 15 January-5 April 1987, cat.no.177 (col.ill.)

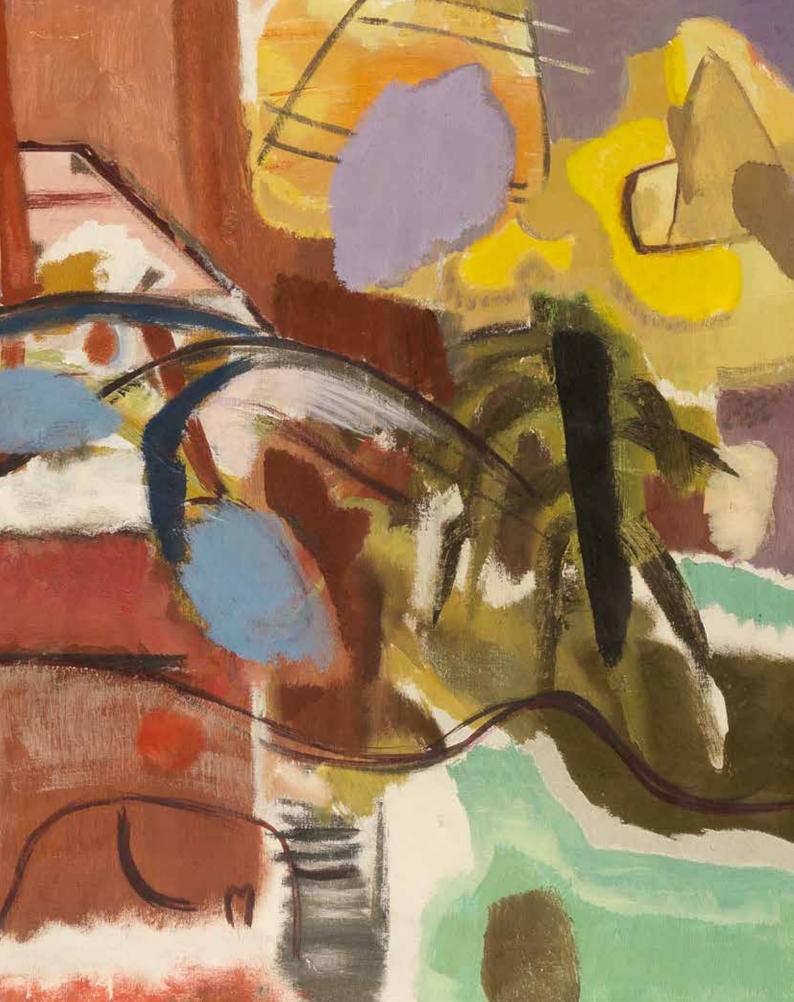
It is particularly fitting to be offering this impressive and important oil painting by Ivon Hitchens dating from the early 1930s in the same auction as the C.S. Reddihough collection (see lots 1-42). It is unlikely the Yorkshire based collector owned any works by Hitchens, but the artist was extremely good friends with Ben Nicholson at the time Reddihough befriended and began to support him. 'Early in 1925 Hitchens went to stay with Ben and Winifred Nicholson at Banks Head, their farm house on the Roman Wall near Brampton in Cumberland. Both Ben Nicholson and Hitchens were still feeling their way towards a personal painting language...Between them there was a stimulating exchange of ideas and a sharing of enthusiasms. Each painted in a separate part of the house: Winifred upstairs at the western end, Ben in the barn at the eastern end, and Ivon in the kitchen parlour, until, after a month, the Nicholsons returned to their flat in London, leaving Hitchens in sole command at Banks Head and free to paint where he liked.' (Peter

Khoroche, *Ivon Hitchens*, Lund Humphries, Surrey, 2014, p. 28). Within the following two years Cyril Reddihough had also visited Banks Head to meet with Ben Nicholson and declare his admiration for his work.

The two artists had first met in 1924 when they were both in their early 30s. Hitchens had seen an exhibition of Ben Nicholson's work at the Adelphi Gallery and thought they were interesting so invited him to join the Seven and Five Society. Hitchens himself had been introduced to the society in 1920 which allowed him to exhibit with like-minded artists at a time when he was not yet established as an artist. The period was pivotal for all three painters, Ben Nicholson, Winifred Nicholson and Ivon Hitchens; but especially so for the latter, as following his time at Banks Head Hitchens returned to London and persuaded Fred Mayor, an influential and innovative dealer to give him his first one-man exhibition. Over half of the works had been painted at Banks Head, a number of which depicted semi-abstracted interior scenes in a refreshing style and palette. These are Hitchens' early modernist works, using a pictorial vocabulary similar to Ben and Winifred, which anticipated his most critically acclaimed period of the early 1930s.

The introduction of Ben Nicholson to the Seven and Five Society was crucial to its development and longevity. It was Ben who was responsible for persuading the likes of Barbara Hepworth and Christopher Wood to participate and it was him who filtered the doctrines of George Braques into their way of approaching both the design of a picture and the use of colour to influence its impact.

In the expansive canvas *London Painting*, likely an interior scene of Hitchens' Hampstead studio, the sinuous outline of a reclining female nude lies across the lower edge. Through her, and above, the room has been largely abstracted and described with exciting passages of vibrant colour. Perhaps they denote windows, patterned carpets, plant foliage and a bed frame. Their ambiguity is a large part of the picture's appeal which is among Hitchens' most ambitious and successful from this seminal period. It was one of only three oils by the artist exhibited at the monumental Royal Academy of Arts exhibition in 1987, *British Art in the 20th Century, The Modern Movement* (see exhibition details above).





58^{† AR WT} CERI RICHARDS (1903-1971) A Panorama of London

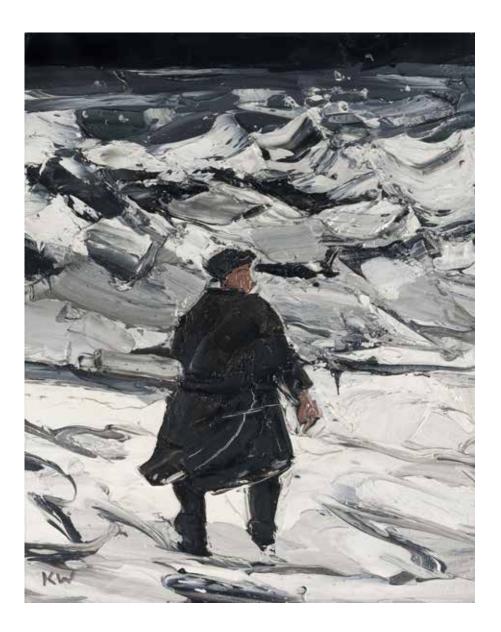
signed with initials and dated 'CR/54' (lower left) oil on five joined panels $124.4 \times 346.7 \text{ cm}$. (49 x 136 1/2 in.) (the whole)

£20,000 - 30,000 €25,000 - 38,000 US\$29,000 - 44,000

Provenance

Shell International Petroleum Company Limited





59^{AR} SIR KYFFIN WILLIAMS R.A. (1918-2006) Farmer on the Shore signed with initials 'KW' (lower left) oil on canvas laid on card 38.1 x 30.4 cm. (15 x 12 in.)

£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance

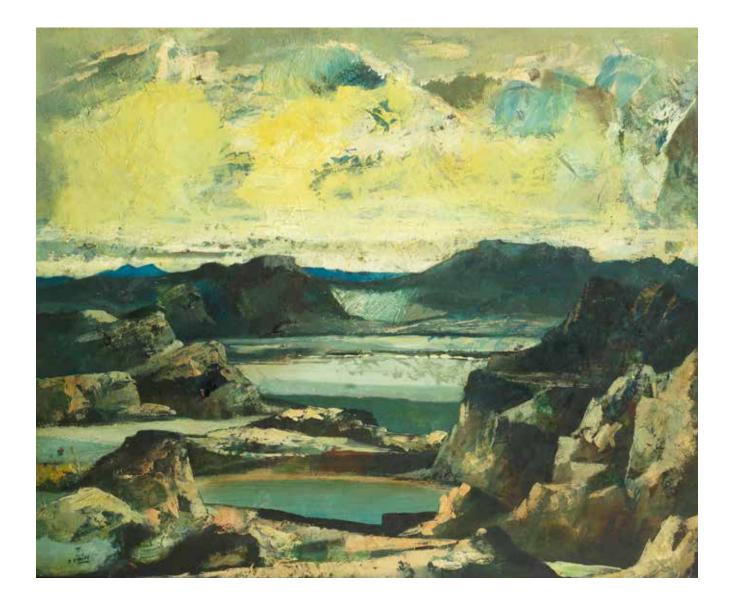
With Thackeray Gallery, London, 14 May 1985, where acquired by the present owner



60^{AR} SIR KYFFIN WILLIAMS R.A. (1918-2006) Farmer in a landscape oil on canvas 121.8 x 121.8 cm. (48 x 48 in.)

£18,000 - 25,000 €23,000 - 32,000 US\$26,000 - 36,000

Provenance Private Collection, U.K.



61^{AR} **DANIEL O'NEILL (1920-1974)** Lough Swilly Bay signed 'D O'Neill' (lower left) oil on board 50.8 x 60.9 cm. (20 x 24 in.)

£5,000 - 8,000 €6,300 - 10,000 US\$7,300 - 12,000

Provenance Private Collection, U.K.



62^{AR} SIR KYFFIN WILLIAMS R.A. (1918-2006) Rhaeadr y Benglog

signed 'Kyffin Williams' (verso) and titled 'Rhaiadr y Benglog' (on the stretcher) oil on hessian *127 x 58.4 cm. (50 x 23 in.)*

£10,000 - 15,000 €13,000 - 19,000 US\$15,000 - 22,000

Provenance

Private Collection, U.K.

Rhaeadr y Benglog depicts a waterfall on the Ogwen River which flows down the Nant Ffrancon pass, Snowdonia. Williams returned to this waterfall on several occasions including another version in oil now held in the collection of MOMA Wales and an early linocut.

63^{* AR} HELEN BRADLEY (1900-1979)

It was Midnight on New Year's Eve signed 'Helen Bradley' and with fly insignia (lower right); further signed, inscribed and dated 'It was midnight on New Year's Eve So/father allowed George and I to stay up and/see the New Year in, also father said the/Band was coming to play in front of/judsons shop and he would play his violin/Just as the church clock struck twelve the/Band came, Mother, the Aunts and Miss/Carter (who wore Pink) sang. Then everybody/shook hands and wished each other a/Happy New Year and it was now 1908/Helen Layfield Bradley 1972' (on a label verso) oil on canvas laid on board 45.7 x 55.9 cm. (18 x 22 in.)

£40,000 - 60,000 €51,000 - 76,000 US\$58,000 - 87,000

Provenance

Acquired by the family of the present owner in 1976 Private Collection, Canada



 64^{AR}

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Four Figures and Dog signed and dated 'L.S. LOWRY 1955' (lower right) oil on panel 16.5 x 12.4 cm. (6 1/2 x 4 7/8 in.)

£60,000 - 80,000 €76,000 - 100,000 US\$87,000 - 120,000

Provenance

With The Lefevre Gallery, London Max Bygraves, O.B.E His sale; Christie's, London, 11 November 1988, lot 475 With David Messum, London, from whom acquired by the present owner prior to April 1989 Private Collection, U.K.

In 1964, when asked by a group of students from Stafford College of Art what has impressed him more than anything else, Lowry replied simply "People every time" (Shelly Rohde, *L.S. Lowry, A Life*, 2007, Haus, London, p.228).

People, their characters, habits, oddities and eccentricities lie at the heart of Lowry's work from his formative to his final years. This aspect of Lowry's output is perhaps at its sharpest in the stand alone figurative pictures that emerge in the 1950s and subsequently become one of his dominant practices. In these usually small scale works people, either single or grouped, are presented with either the scantest suggestions of environment. Through deft yet rich brushwork Lowry masterfully captures individual gesture and, by way of his characteristic melancholic wit, recalls witnessed moments of amusement. These scenes are often steeped in ambiguity, and as with the present work, purposefully vague in their titling. In Four Figures and a Dog Lowry does not comment on the dynamic of our group. Perhaps we, like the dog with its back turned to us, are observing a family in mild dispute. Perhaps two adult acquaintances, their restless children bored of the conversation. Or perhaps just four strangers at a chance crossing of paths. Decoding these pictures may be key to their appeal to us but as Lowry insisted, conclusions are best avoided; "I'm not trying to say anything. I have no message at all - it's simply my way of looking at things" (ibid).

Max Bygraves O.B.E (1922-2012), the veteran entertainer perhaps best known for the *Singalongamax* series of LPs and as a regular fixture on British television in the 1970s, assembled a collection of L.S. Lowry oils including *The Old Middlesbrough Town Hall* (1962), *Lady with a Dog and a Half* (1963) (both later Frederick Forsyth collection), *Four People and a Dog* (1957) as well as the present lot.



LAURENCE STEPHEN LOWRY R.A. (1887-1976)

An Old Gentleman signed and dated 'L.S. Lowry 1947' (lower right) oil on canvasboard 35.3 x 25.4 cm. (13 7/8 x 10 in.)

£80,000 - 120,000 €100,000 - 150,000 U\$\$120,000 - 170,000

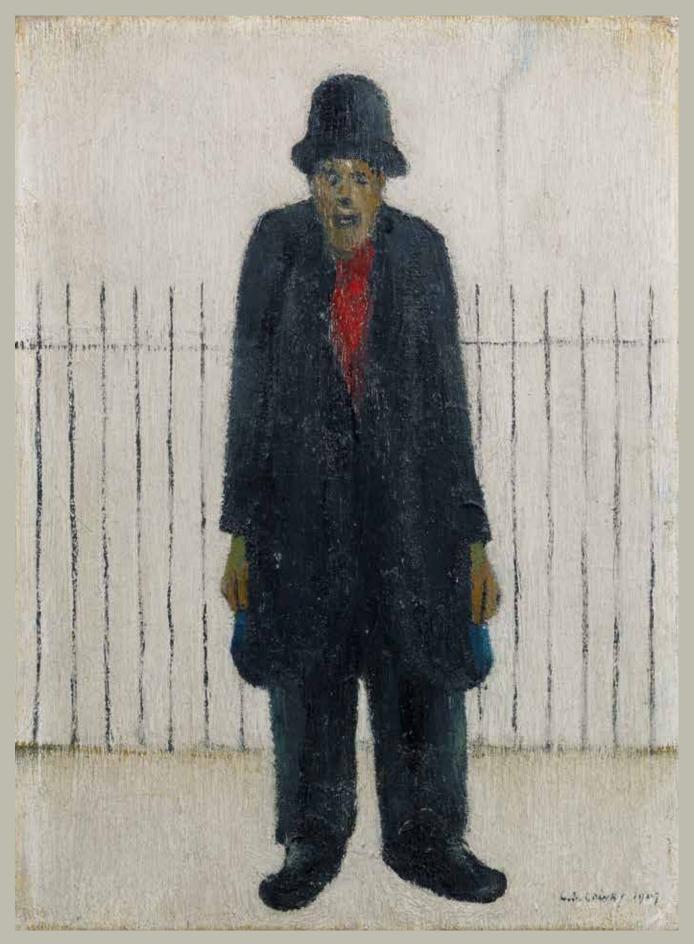
Provenance

With The Lefevre Gallery, London With Crane Kalman Gallery, London, 9 October 1964, where purchased by the father of the present owner Private Collection, U.K.

As part of a BBC television documentary made in 1957, Lowry recounted how one afternoon in 1916 he missed a train from Pendlebury to Manchester and that 'as I got to the top of the steps I saw the Acme Mill, a great square red block with the little cottages running in rows right up to it and suddenly, I knew what I had to paint' (L.S. Lowry quoted in Shelley Rohde, *L.S. Lowry, A Life*, Haus Publishing Limited, London, 2007, p.45). It was the end of the working day and hundreds of little pinched black figures scurried away with heads bent down. This image of the urban landscape and the people within it of various ages and conditions was to become Lowry's obsession and most recognisable subject throughout his life.

By the time *An Old Gentleman* was painted in 1947, Lowry had become more interested in individual characters and it is as if the subject in the present work has been plucked from the busy streets for us to observe at close quarters. Lowry was of course trained in the traditional and academic manner of figure drawing but after 1915 chose to abandon this for a more evocative representation of the people he met and whom fascinated him. In his 1951 essay, *The Discovery of L.S. Lowry*, Maurice Collis quoted his conversation with the artist which stated that 'natural figures would have broken the spell of it, so I made them half unreal. They were part of a private beauty that haunted me' (Maurice Collis, *The Discovery of L.S. Lowry*, Lund Humphries for Alex Reid & Lefevre Ltd, London, 1951, p.20).

There is an unquestionable loneliness to Lowry's single figure compositions and that is certainly the case here with the man clothed head to toe in black, the only flash of colour coming from the red under his jacket. The iron fence that stands solidly behind him reminds us that he occupies a world from which it is difficult to escape and the feint trace of a billowing chimney in the distant background hints at the industrial landscape beyond. Maurice Collis has noted that these figures 'are his own reflection as if seen in a distorting mirror, the projections of his mood, his very shadows, ghosts of himself... Nevertheless, their relevance to the pictorial setting is sufficiently natural for them to have been taken solely for what they purport to be, citizens walking the streets of Manchester. Thus his paintings are both scenes of contemporary life and psychological statements. This duality adds greatly to their force and permanence' (*Op.cit.*, pp.21-2).



 66^{AR}

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Entrance to The Dwellings signed and dated 'L.S LOWRY 1933' (lower right) oil on panel 53.4 x 39.4 cm. (21 x 15 1/2 in.)

£600,000 - 800,000 €760,000 - 1,000,000 US\$870,000 - 1,200,000

Provenance

The Artist, 2 August 1944 With The Lefevre Gallery, London, 27 April 1946, where acquired by T & R Annan & Sons, Glasgow, where acquired by the family of the previous owner Thence by descent Acquired by the present owner in 2002 Private Collection, U.K.

Exhibited

Salford, Museum & Art Gallery, *Paintings and Drawings by Laurence S. Lowry R.B.A.*, 1-31 October 1941, cat.no.7 (as *The Entrance to The Dwellings*) Sunderland, Art Gallery, *Industrial Street Scenes etc by Lawrence [sic] S. Lowry R.B.A.*, 21 September-13 October 1942, cat.no.5

We are grateful to Claire Stewart for her assistance in cataloguing this lot.





Tom Truefitt, 'L.S. Lowry', © Tom Truefitt, collection National Portrait Gallery, London

Painted at a time when Lowry's career as an artist began to gain traction, *Entrance to The Dwellings* is an accomplished and characterful oil from 1933. The year before, now already in his mid-40s, Lowry had shown with the Manchester Academy and the following year he exhibited with the Royal Society of British Artists, which resulted in 1934 with him being elected a member. Furthermore, at this time his pictures began to appear in exhibitions across northern England. Rochdale, Southport, Bradford and Oldham all displayed his work and the latter purchased *The Procession* for £16 in 1934. Both The Scottish Academy and Salford Art Gallery also acquired paintings the same year.

When considering *Entrance to The Dwellings* it becomes apparent why institutions and galleries started to recognise his talents and commercial appeal at this particular time. The pictures started to incorporate heavier and more intricately worked impasto, as if greater time and effort was being spent on them. The thick paint is built up layer on layer in a variety of differing but subtle colours, beginning with white and then ochre, which is then intricately scraped into to describe various details throughout the composition. Architectural features, railings and the paving of the street have all been enhanced using this effective technique.

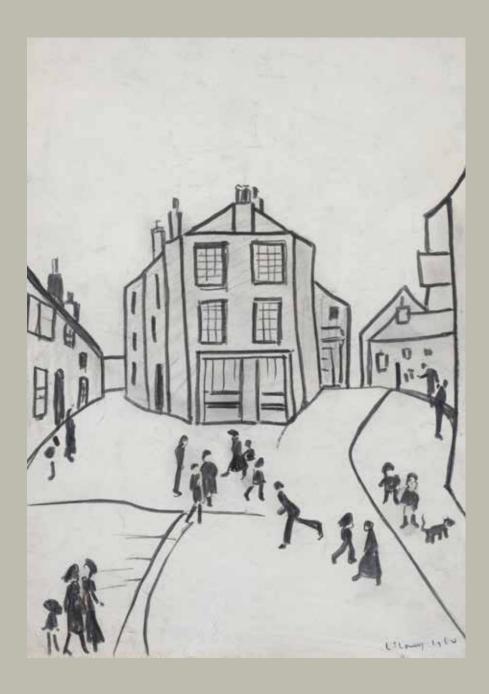
Depicting the Salford Improved Industrial Dwellings, which were constructed in 1870, Sandling remarks, 'Traders such as stonemasons, blacksmiths, bookbinders and bricklayers were housed here. The Dwellings served the community until they were demolished in 1960. Constructed in two parallel blocks four storeys high, they contained 62 separate tenements and two shops which were joined by a gateway fitted with iron gates...Lowry found in this particular gateway an image that proved to be of great consequence, and he used it with subtle differences in a series of paintings and drawings which span four decades.' (Judith Sandling, *Lowry's City, a Painter and his Locale,* Lowry Press, Salford, 2000, p.57). The location had captured the artist's attention two years before *Entrance to The Dwellings* was painted, no doubt owing to the concentration of working class folk

who resided there. A delightful and spontaneous little pencil drawing, *The Gateway* dating from 1931 (reproduced as plate 4 on p.57 in Sandling), hints at the bigger finished painting which was to follow in 1933. Although the majority of figures are omitted it is just possible to make out the two men embroiled in a physical altercation through the archway which forms the playful focal point of the present lot. Clearly Lowry viewed this specific gateway with the four storey buildings flanking it as deeply symbolic of the urban, industrial environment he frequented. In the finished pencil drawing from 1953, *Factory gate* (see Bonhams sale 18 November 2015, lot 29), we see the motif recurring two decades later. However, as was typical with Lowry, its shape has been altered, in this instance elongated.

Meticulously composed, Entrance to The Dwellings uses an upright picture format with a receding street populated with people and framed by buildings, which was a favourite of the artist at this time. The Organ Grinder of 1934 (Manchester City Art Gallery), The Street Brawl (1933) and An Old Street (1932) are all fundamentally similar in design. Figures face us, turn their backs on us, chat with one another, walk in profile or peer out from windows above so that the viewer's eye is constantly kept stimulated. They represent the gritty reality of inner city northern England during the inter-war period and were the essence of Lowry's art. Michael Howard's insight is especially interesting, 'Lowry's figures go to work, leave work or are out of work, but they are never shown at work. He never depicted the activities inside the mills, factories and mines he painted so many times. For him, the proletariat he painted were not the heralds of some future age of equality, but instead they were presented as stoically accepting the traditional working-class values of continance and forbearance common in the years before the First World War. (Michael Howard, Lowry, A Visionary Artist, Lowry Press, Salford, 2000, p.128).

'The gateway was an important part of Lowry's iconography. It often occurs in his industrial landscapes.' (Judith Sandling and Mike Leber, *Lowry's City, a Painter and his Locale*, Lowry Press, Salford, 2000, p.57).





LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Alston bears signature and date 'L S Lowry 1964' (lower right) pencil and felt tip pen 34.9 x 24.5 cm. (13 3/4 x 9 5/8 in.)

£10,000 - 15,000 €13,000 - 19,000 US\$15,000 - 22,000

Provenance

With The Lefevre Gallery, London, where acquired by Mrs. Gillis Acquired by the present owner in 1996 Private Collection, U.K.

Exhibited

London, The Lefevre Gallery, *Drawings by L.S. Lowry*, 8 February-2 March 1968, cat.no.45 (ill.b&w)

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Property from a Private U.K. Collection

68^{AR}

LAURENCE STEPHEN LOWRY R.A. (1887-1976), AND HAROLD RILEY (BORN 1934)

Punch and Judy signed and dated 'Riley '74' (lower left) and signed 'L.S. Lowry' (lower right) oil on board 55.2 x 27.8 cm. (21 3/4 x 11 in.)

£40,000 - 60,000

€51,000 - 76,000 US\$58,000 - 87,000

Provenance

Gifted by L.S. Lowry and Harold Riley to the family of the present owners Thence by descent Private Collection, U.K. L.S. Lowry and Harold Riley first met in 1945 when the former presented Riley with an award for first prize at a Salford Grammar School art exhibition. They went on to be close friends and painting companions for thirty years. Together they worked on a project to record the local area and its people and the present work is a wonderful example of this collaboration.

Punch and Judy shows were very popular in Britain in the first half of the twentieth century and Lowry may well have seen his first whilst holidaying at the Lytham St Anne's seaside with his parents. Here, however, we are presented with a typically populated urban scene, much like the 1943 oil by Lowry of the same title in the Tate collection.

LAURENCE STEPHEN LOWRY R.A. (1887-1976) Street Scene

signed and dated 'L.S. LOWRY 1965' (lower right) and titled 'STREET SCENE' (on the canvas overlap) oil on canvas 50.8 x 60.9 cm. (20 x 24 in.)

£200,000 - 300,000 €250,000 - 380,000 US\$290,000 - 440,000

Provenance

Private Collection, U.K., since *circa* mid 1970s

Exhibited

London, The Lefevre Gallery, *Paintings by L.S. Lowry*, 11 May-3 June 1967, cat.no.9 (ill.b&w)

The late husband and father of the present owners was a close friend of the artist Harold Riley (see note for the previous lot). They first met when he took up painting as a hobby and had particularly admired Riley's technique in oils. Having called his gallery to discuss this, he ended up buying several examples and the two men went on to have a long friendship. It was through this bond that the late owner became aware of L.S. Lowry and purchased the present and following lot on Riley's advice.

By 1965 when *Street Scene* was painted, Lowry was less interested in creating busy compositions of frenetic activity. The setting for this street is, typically, unidentifiable and Lowry presents the viewer with limited visual information to describe the city. The presence of the factories are indicated most prominently by the two chimneys but otherwise a church spire, a lamppost and a few rooftops are all that give a clue as to the mighty throng of what is going on outside the picture plane.

The number of figures is also scaled down when compared to some of the industrial compositions of the 1940s that are literally teeming. Here the people wandering along the street are pushed to the foreground and available for intense scrutiny. Walking left and right in pairs and groups, they guide our eye back and forth across the canvas in their typical splashes of red, black and blue. Unusually though, the artist has included a ghostly frieze of figures silhouetted against the dark wall, lacking all individuality. And there is one character who stands completely still and alone, a gentleman wearing a hat in the lower centre. Perhaps intended as a self-portrait? He faces out, directly, and it feels as if he is looking at us. For a second the picture is turned in on itself, as it is we, outside of the painting, and not them, the anonymous within, who are the subject of fascination.



LAURENCE STEPHEN LOWRY R.A. (1887-1976)

A House signed and dated 'L.S. LOWRY 1964' (lower right) and titled 'A HOUSE' (on the canvas overlap) oil on canvas 45.7 x 61 cm. (18 x 24 in.)

£200,000 - 300,000 €250,000 - 380,000 US\$290,000 - 440,000

Provenance

Private Collection, U.K., since circa mid 1970s

Exhibited

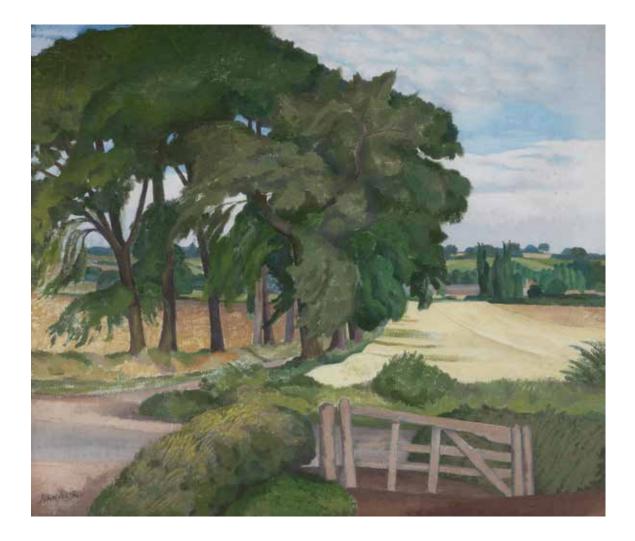
London, The Lefevre Gallery, *Paintings by L.S. Lowry*, 11 May-3 June 1967, cat.no.10

The late husband and father of the present owners was a close friend of the artist Harold Riley (see note for lot 68). They first met when he took up painting as a hobby and had particularly admired Riley's technique in oils. Having called his gallery to discuss this, he ended up buying several examples and the two men went on to have a long friendship. It was through this bond that the late owner became aware of L.S. Lowry and purchased the present and preceding lot on Riley's advice.

In the 1960s Lowry made several visits to Wales with Monty Bloom, his great friend and supporter. The local mining villages peaked his interest and inspired some of his best loved later masterpieces such as *Hillside in Wales* (1962, Tate) and *Bargoed* (1965). The paintings that emerged depicted urban life but within a definite rural setting. Towns and houses nestling in rolling green landscapes or as in the present example, a large barn like structure set in fields, but with prominent telegraph posts reminding us of civilisation nearby.

And unlike his busy industrial scenes of the preceding decades that were populated with teeming crowds, *A House* presents two lone figures motionless before the curious dwelling. Their positioning front and centre in the composition demands that we notice them and consider their narrative. Standing slightly apart with their backs to us, together but separate, they highlight the sense of isolation that was so often found in Lowry's life and his observational works of this period.



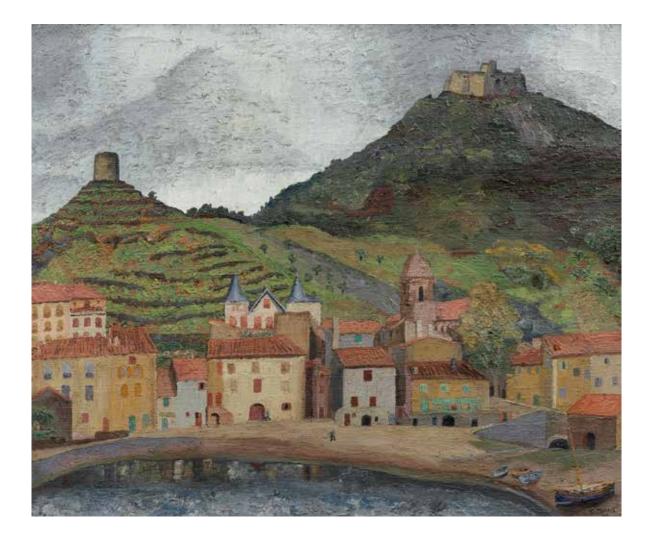


Various Properties

71^{AR} JOHN NORTHCOTE NASH R.A. (1893-1977) Tree tunnel signed 'John Nash' (lower left) oil on canvas 63.5 x 76.2 cm. (25 x 30 in.)

£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance Private Collection, U.K.



72^{AR} SIR CEDRIC LOCKWOOD MORRIS (1889-1982) Arcachon signed and dated 'C MORRIS/23' (lower right) oil on canvas 60 x 73 cm. (23 1/2 x 28 3/4 in.)

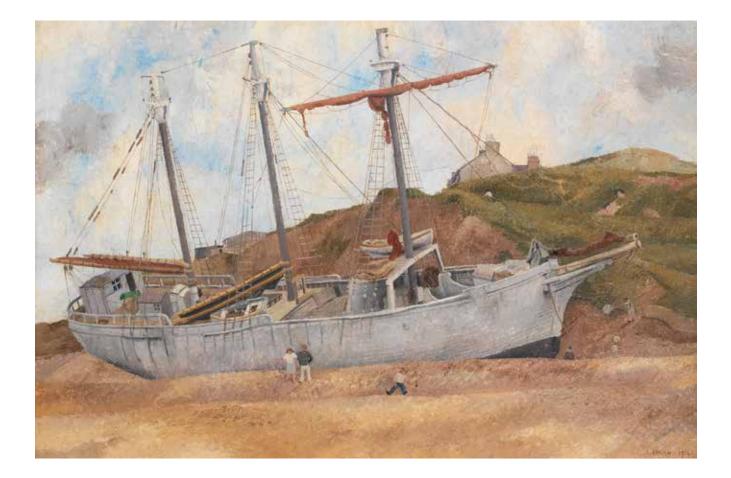
£10,000 - 15,000 €13,000 - 19,000 US\$15,000 - 22,000

Provenance

Mr G.G. Odo Cross Mrs Eva Disher With Zwemmer Gallery, London Sale; Phillips, London, 23 April 1985, lot 143, where acquired by the present owner Private Collection, U.K.

Exhibited

Cardiff, National Museum of Wales, *Cedric Morris Retrospective Exhibition*, 1968, cat.no.10; this exhibition travelled to Merthyr Tydfil, Cyfartha Castle Gallery, August, Wrexham, Wrexham Public Library, August-September, Swansea, Glynn Vivian Gallery, October-November, and Colchester, The Minories, November-December



73^{AR} **RICHARD EURICH A.R.A. (1903-1992)** The Wreck of the Madeleine Tristan, Chesil Beach signed and dated 'R. EURICH 1934' (lower right) oil on canvas 50.9 x 76.2 cm. (20 x 30 in.)

£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance

Sale; Bonhams, London, 26 June 1986, lot 100 With Thos Agnews & Sons, London Private Collection, U.K.

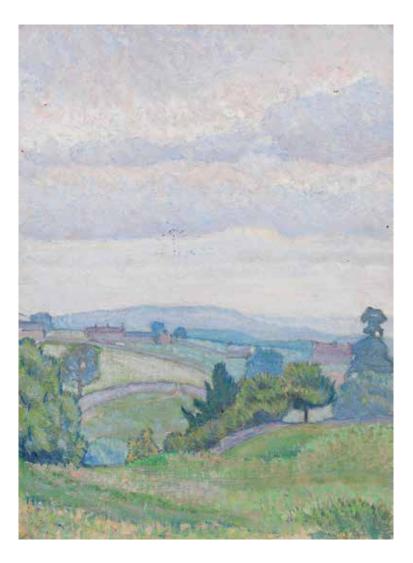
Exhibited

London, Redfern Gallery, 1935, cat.no.12

Literature

Harold Sawkins (ed.), 'The Artist', London, Vol XI, no.6, August 1936, p.184 (ill.b&w)

We are grateful to Philippa Bambach for her assistance in cataloguing this lot.



74 **LUCIEN PISSARRO (1863-1944)** Youlgrave, Derbyshire oil on canvasboard 34.9 x 25.1 cm. (13 3/4 x 9 7/8 in.)

£8,000 - 12,000 €10,000 - 15,000 US\$12,000 - 17,000

Provenance

Gifted from the Artist to the previous owner as a painting lesson when visiting Derbyshire with James Bolivar Manson in 1928 Sale; Christie's, London, 13 October 1987, lot 631, where acquired by the present owner Private Collection, U.K.

75 LUCIEN PISSARRO (1863-1944)

Portrait of Miss Chivers signed with monogram and dated '1919' (lower right) oil on canvas 55.5 x 46.7 cm. (21 7/8 x 18 3/8 in.) Painted in April 1919

£40,000 - 60,000 €51,000 - 76,000 US\$58,000 - 87,000

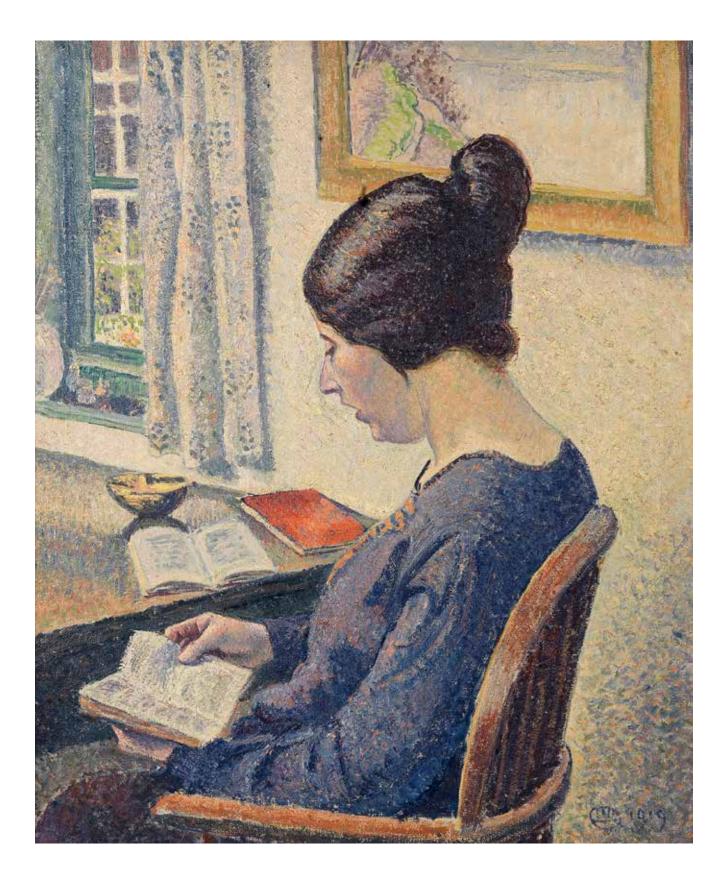
Provenance Private Collection, France

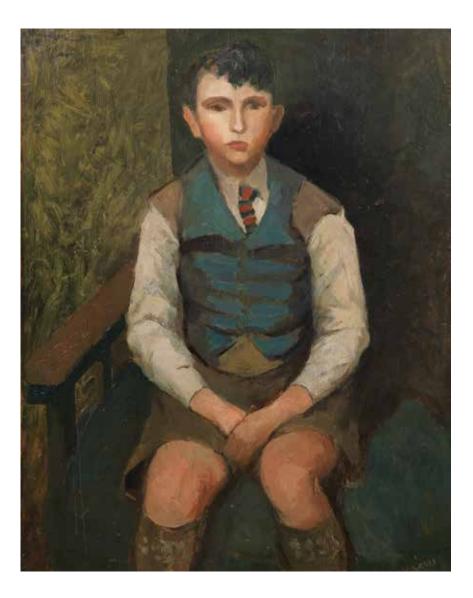
Literature

Anne Thorold, A Catalogue of the Oil Paintings of Lucien Pissarro, Athelney Books, London, 1983, pp.142-143, cat.no.294 (ill.b&w)

Lucien Pissarro had become a British citizen in 1916 and the majority of his time during these years was spent painting landscapes in Dorset, Devon, Essex, Surrev and Sussex, Portraiture was a rare venture for the artist although the accomplished nature of the present work demonstrates his skill in this manner. Pissarro had of course completed several distinguished figurative works during the 1890s such as Le Petit Chaperon Rouge (sold in these rooms on 15 June 2004 for £125,000). At the end of 1918 he had painted his daughter, Portrait of Orovida (Private Collection), in what appears a similar setting to the present work and this was followed in February 1919 by the first portrait of our sitter, Miss Gladis Chivers. Portrait of Miss Chivers was completed in April 1919 to the same scale as its aforementioned predecessor and shows, from a different angle, an attractive young lady reading within a well-furnished interior. The inclusion of what appears to be another painting by Lucien Pissarro, quite possibly a Thames landscape, within the work is a charming detail.

Although there is little information on Miss Chivers herself, fragmentary correspondence does exist between herself and Lucien's wife Esther dating to this period. Her tone would indicate that they were either old friends or acquaintances with her address in 1919 listed as 72 Warwick Street, London, SW1. A preparatory drawing for *Portrait of Miss Chivers* is held in the Ashmolean Museum, Oxford.





76^{AR} WILLIAM SCOTT R.A. (1913-1989)

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

£20,000 - 30,000 €25,000 - 38,000 US\$29,000 - 44,000

Provenance

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

Exhibited

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

Literature

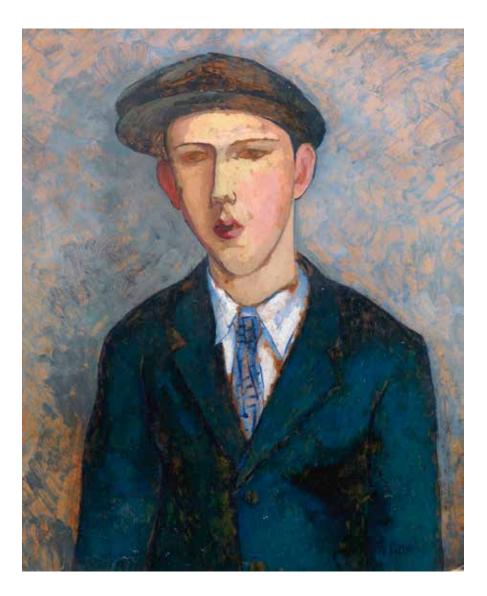
Norbert Lynton, William Scott, Thames & Hudson, London, 2004, p.28

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

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

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

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



77^{AR} WILLIAM SCOTT R.A. (1913-1989)

Portrait of a Young Man signed 'W SCOTT' (lower right) oil on panel 60.9 x 50.5 cm. (24 x 19 7/8 in.) Painted in 1937

£15,000 - 20,000 €19,000 - 25,000 US\$22,000 - 29,000

Provenance

The Artist, from whom acquired by Bernard Hailstone, thence by family descent to the present owner Private Collection, U.K.

Exhibited

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

Literature

Norbert Lynton, *William Scott*, Thames & Hudson, London, 2004, pp.27-8, pl.52 (col.ill., as *Farm Boy at Chiddock*) Sarah Whitfield (ed.), *William Scott, Catalogue Raisonné of Oil Paintings*, Thames & Hudson, London, 2013, 1913-1951, p.69, cat.no.20 (col.ill.)

When considering the present work it is impossible not to recall the portraits of Amadeo Modigliani. The elongated head, oval eyes and carefully delineated facial features all bring to mind the formidable Post-Impressionist painter.

It is known that Scott was in possession of a sale catalogue dating to 10 June 1937 from the Hotel Drouot in which several paintings by Modigliani were illustrated, including one of a young man wearing a hat titled *Le Poete*, which almost certainly acted as the creative springboard for this lot.

78^{AR} CHRISTOPHER RICHARD WYNNE NEVINSON A.R.A (1889-1946)

Hampton Court signed 'C.R.W. Nevinson' (lower left) oil on canvas 61.5 x 46 cm. (24 1/4 x 18 1/8 in.)

£60,000 - 80,000 €76,000 - 100,000 US\$87,000 - 120,000

Provenance

Sale; Phillips, London, 10 November 1987, lot 58 With David Messum, London, 1988, from whom acquired by the present owner Private Collection, U.K.

Exhibited

London, Leicester Galleries, *Paintings and Watercolours by C.R.W. Nevinson*, October 1921, cat.no.6 London, David Messum, *British Impressions, A Collection of British Impressionist Painting 1880-1940*, from 23 June 1988, cat.no.68 (col.ill.)

Literature

'The Queen', Magazine, 15 October 1921 (ill.b&w) 'Drawing and Design', Magazine, July 1922 'Drawing and Design', Magazine, June 1922 (ill., frontispiece, where titled *Henley*)

"I hope my pictures make it clear that I paint what I love, how I like, for the joy of painting – a motive so rarely suspected in living artists"

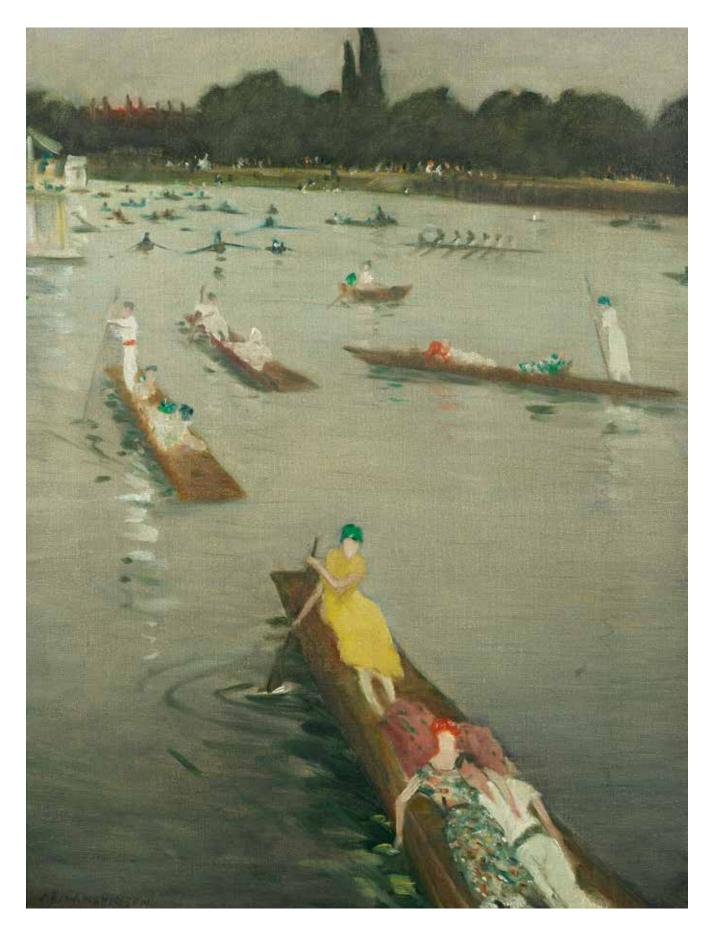
(C.R.W. Nevinson, catalogue introduction to the exhibition Paintings and Watercolours by C.R.W. Nevinson at the Leicester Galleries, London, 1921).

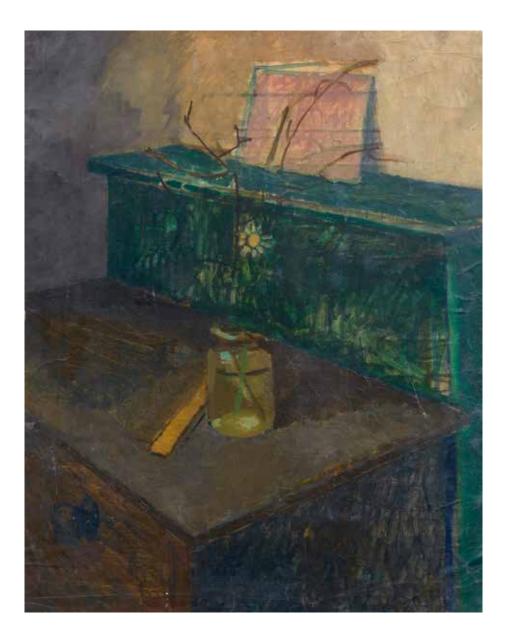
Christopher Richard Wynne Nevinson's fame rests primarily on the pictures he executed in his capacity as an Official War Artist during the First World War. Shown to critical acclaim and much public attention at the Leicester Galleries in 1916 and then 1918, they remain to this day amongst the most enduring images of the conflict. However these now iconic works constitute but a small component of Nevinson's extensive output, which is overall more broadly concerned with the various themes of industry, leisure and landscape.

In the immediate post-war years of 1919-1922 Nevinson painted pictures which he referred to as his 'peace' works. Despite his futurist and vorticist roots, Nevinson did not consider himself a 'modern' and publicly declared in the introduction to his first peace time exhibition; 'I wish to be thoroughly disassociated from every "new" or "advanced" movement; every form of "ist," "ism," "post," "neo," "academic" or "unacademic." (C.R.W. Nevinson, catalogue introduction to the exhibition New Works by C.R.W. Nevinson at the Leicester Galleries, London, 1919). Indeed the 'peace' pictures, with a defiantly lyrical air, are a sharp turn away from the stylized mechanical aesthetic of his preceding output. This stance was upheld with his rather sharp tongued review of "isms" in his 1921 exhibition introduction where he introduced his public to 'Gagaism' ("The international curse of the senile who dominate all official Art Societies, especially in France") and 'Babaism' ("The propagandist sheep who bleat of pure art and significant form, and butt inanely for little periodicals").

Nevinson's tendencies towards public declarations, often pointed and unsympathetic to his peers and supporters, invited rather unkind retort. He recalls "The only oasis I had was in the friendliness and generosity of Oswald Greene, brother of the present Master of the Rolls, who used to drive us every weekend to his houseboat at Hampton Court' (C.R.W. Nevinson, Paint and Prejudice, Harcourt, Brace and Company, New York, 1938, p.203). It is presumably on such a trip that Nevinson painted the present oil. Archetypal of the peace time works Hampton Court celebrates the leisure pursuits of the great British public in the immediate heady years of the interwar period. Our scene is likely a depiction of the view looking west from atop Hampton Court Bridge. The pier depicted at the left of the composition still stands today. The canvas throngs with the lively hubbub of the summer regatta. Yet rather than the full spectacle of the event, Nevinson chooses to direct our eye to the relaxed couple in the foreground, the young lady's hand lazily enjoying the fresh water. This simple, tranguil gesture is the antithesis to the wrought anxiety of the war works, a testament to how diverse Nevinson was as an artist.

The July 1922 *Drawing and Design* review remarks "to say that *Hampton Court* is a masterpiece of perspective in form, tone and colours, is to give no hint of its rare individual charm..." ('Drawing and Design', Magazine, July 1922).





79^{AR} SIR WILLIAM COLDSTREAM (1906-1987) Still Life with Daisy

oil on canvas 76.2 x 60.9 cm. (30 x 24 in.) Painted in 1931

£10,000 - 15,000 €13,000 - 19,000 US\$15,000 - 22,000

Provenance

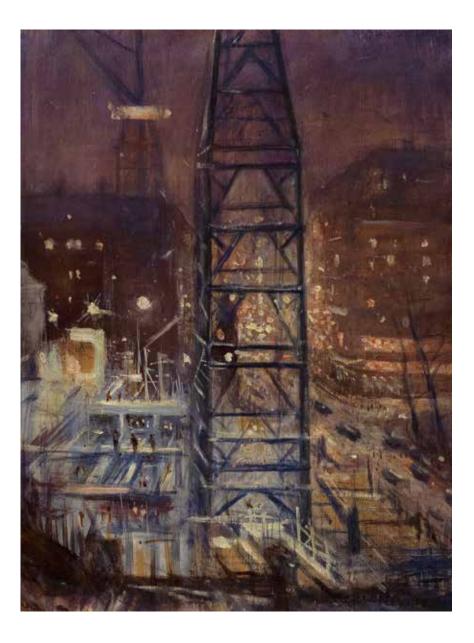
The Artist, by whom gifted to Victor Pasmore Thence by family descent to the present owner Private Collection, U.K.

Exhibited

Oxford, Ashmolean Museum, *An exhibition of paintings by members of the Euston Road School*, May-June 1941 Camberwell, South London Gallery, *William Coldstream*, organised by the Arts Council, 27 April-26 May 1962; this exhibition travelled to Leeds, University, 7-28 July, Swansea, Glynn Vivian Art Gallery, 4-25 August, Southampton, Art Gallery, 1-22 September and Birmingham, City Museum and Art Gallery, 29 September-20 October London, The Tate Gallery, *The Paintings of William Coldstream 1908-1987*, 17 October 1990-6 January 1991 cat.no.4 (ill.b&w); this exhibition travelled to Newport, Art Gallery and Museum, 19 January-9 March, Norwich, Castle Museum, 6 April-5 May and Manchester, Whitworth Art Gallery, 10 May-22 June

Literature

Bruce Laughton, *The Euston Road School, A Study in Objective Painting*, Scolar Press, Aldershot, 1986, p.45, pl.23 (ill.b&w)



80^{AR} CHRISTOPHER RICHARD WYNNE NEVINSON A.R.A (1889-1946) N.C.B. Building in Progress signed 'C.R.W. Nevinson' (lower right) oil on panel

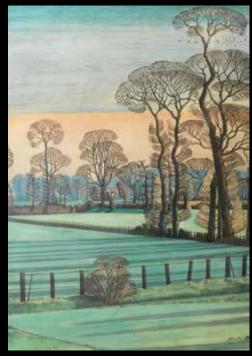
40.4 x 30 cm. (16 x 11 7/8 in.) £12,000 - 18,000

€15,000 - 23,000 US\$17,000 - 26,000

Provenance

The Artist, from whom acquired by the family of the present owner Private Collection, U.K.

The present work depicts the construction of the National Coal Board's headquarters on the site of Lansdowne house, on the south side of London's Berkeley Square. The building was opened in early 1947 suggesting a dating of circa 1944-46, appropriate for this picture.



Paul Nash (1889-1946), A Drawing, 1913, Bonhams

81^{AR}

PAUL NASH (1889-1946)

Ploughed Fields at Iden signed 'Nash' and with monogram (lower right) pencil, wash, pen & ink and crayon 46 x 34.4 cm. (18 1/8 x 13 1/2 in.)

£50,000 - 70,000 €63,000 - 89,000

US\$73,000 - 100,000

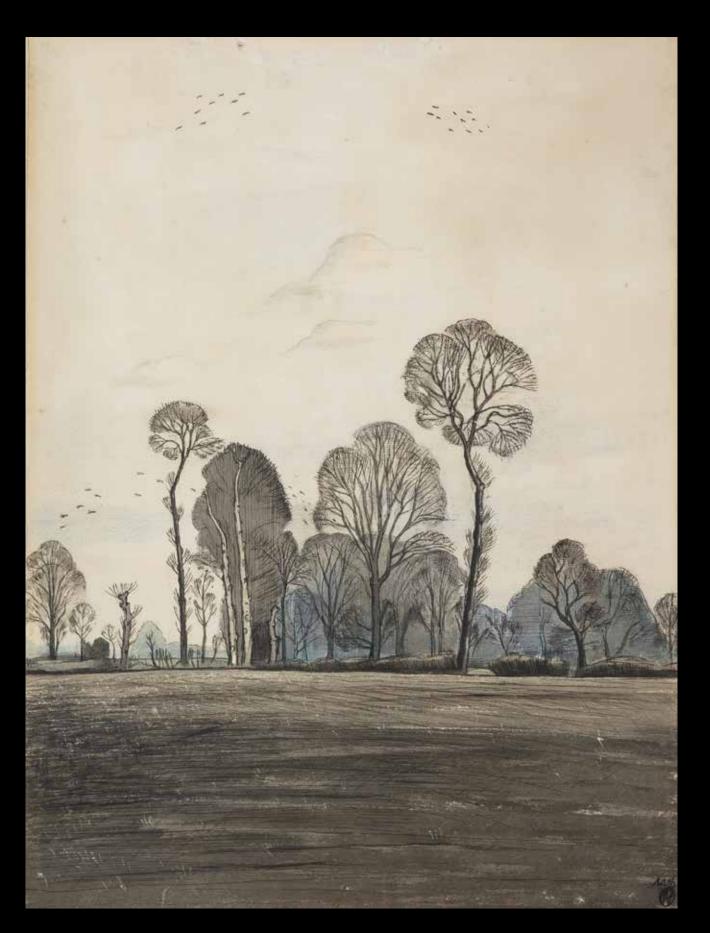
Provenance

With The Leicester Galleries, London, 1950, where purchased by the family of the present owner Private Collection, U.K.

Writing in his autobiography, *Outline*, in 1911 Nash explains his decision to 'go in for nature' and therefore leave London for his parental home, Wood Lane House at Iver Heath in Buckinghamshire. The property had been specially built for the family in 1901 and included a plot of about an acre and a half, bordered by great elm trees and carefully planted with maturing shrubbery. The morning room, which Nash used as his studio, looked over what he called the 'bird garden', a place he described as being magical and highly influential. From here, he began to examine the simplicity of landscape and a truth to nature which would lead to a number of highly original works over the coming years.

Ever since his childhood visits to Kensington Gardens he had been drawn to trees, which held a spiritual quality for him and their inclusion at the centre of the present work, stripped of leaves so we can fully appreciate their eccentric growth, is entirely typical of his pre-war style. The tranquillity of the scene is heightened by the inclusion of numerous birds, an emblem of freedom for the artist, who fly amidst the clean sky in what we interpret as a pleasant day in the English countryside. The shadows that are cast across the land from the foreground of the composition add an element of mystery with the artist's technique of scratching into the surface of the sheet, a technically accomplished reminder that we stand amongst working fields that have recently been ploughed. Nash was sparing with colour at this time but the subtle inclusion of a mild blue wash at various points demonstrates how carefully these early works were constructed. The serenity of this and other works like it is juxtaposed with Nash's imminent enlisting as part of the war effort and subsequent deployment to the western front.

In November 2014 Bonhams set a new world auction record for a work on paper by Paul Nash with the simply titled *A Drawing* (1913) achieving £212,500.





82^{AR} SIR WILLIAM NICHOLSON (1872-1949)

Swedish Barquentine signed and dated 'Nicholson 1906' (lower left) and titled 'Swedish Barquentine' (verso) oil on canvasboard 27.7 x 33.7 cm. (10 7/8 x 13 1/4 in.)

£25,000 - 35,000 €32,000 - 44,000 US\$36,000 - 51,000

Provenance Private Collection, U.K.

Exhibited

London, W.B. Paterson, *An Exhibition of works by William Nicholson*, November-December 1906, cat.no.7

Literature

Patricia Reed, *William Nicholson; a Catalogue Raisonné of the Oil Paintings*, Modern Art Press, London, 2011, p.91, cat.no.93 (listed as untraced)

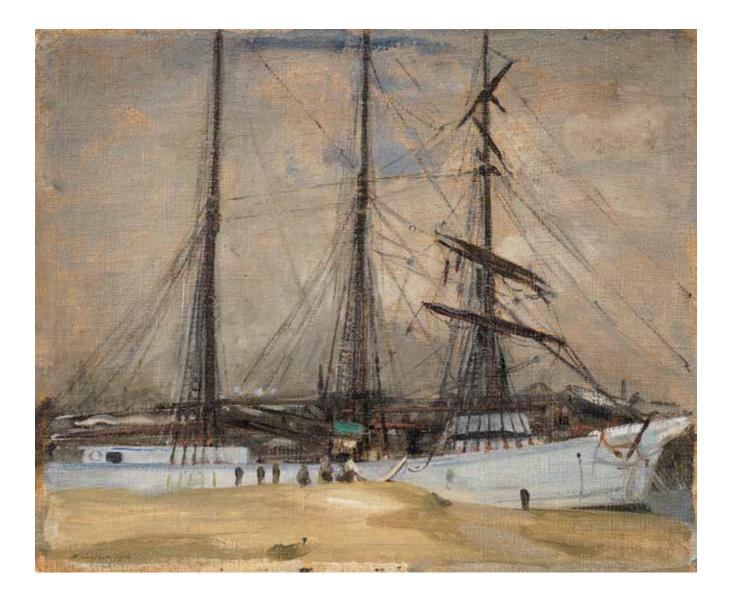
In 1906 William Nicholson and his family spent the summer at Rustington, just east of Littlehampton, on the south coast of England where the river Arun meanders into the sea. Nicholson was delighted by both the extensive, and sparsely populated landscape of the estuary plain, set between the gentle downs and empty expanses of sandy beach, and the unexpectedly busy little port of Littlehampton. Here there were not just coastal trading vessels but shipping from Russia, Sweden and Norway. Coal and timber were traded in brigs, and brigantines, and schooners - the timber coming from the Baltic and as far north as Archangel in Russia. Nicholson had not painted shipping before. The popular view of shipping under sail he rejected, and all ten recorded works painted that summer are believed to depict vessels at anchor without their sails. Rigging in particular fascinated him. As a great admirer of Whistler's work, *The Thames in Ice* (1860: Freer Gallery of Art, Washington DC) and the Limehouse views and etchings were well known to him.

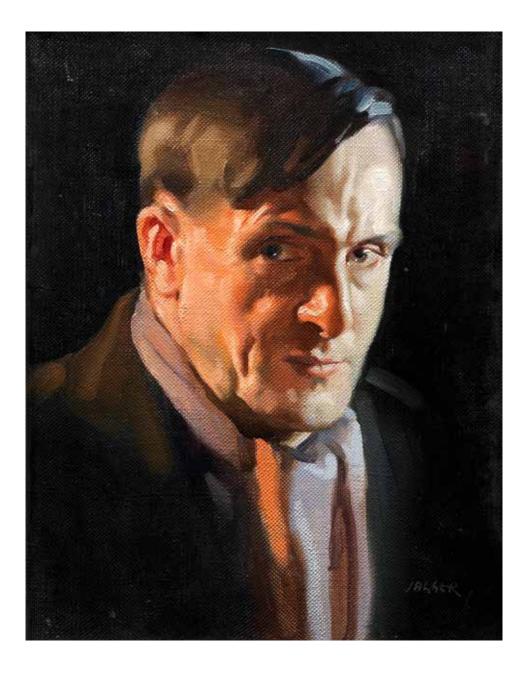
As can be seen, a barquentine is a three-masted vessel, with square sails on the foremast, and fore-and-aft rigged on the main and mizzen masts. This type of rigging became popular towards the end of the nineteenth century as it could be operated by smaller crews. Figures appear to be standing by a gang plank, though the rising ground of the wharf partially obscures the view. Unlike the other Littlehampton vessels that Nicholson depicted, for example *The Brig* (Scottish National Gallery of Modern Art), the hull of this unnamed Swedish ship is painted white with blue trim. Shapes of buildings are visible behind the complexities of spars and rigging – possibly the view is taken from Butt's Wharf, in which case we are looking across the river to the town on the west bank.

Nicholson's summer landscapes and shipping scenes featured that winter in his solo exhibition at a new London gallery run by the Scottish dealer W.B.Paterson (who in 1923 was to give Ben and Winifred Nicholson their first joint exhibition).

The very handsome frame supplied by the Chenil Gallery, Kings Road, London, probably dates from 1907 and suggests that the work was included in the exhibition *Paintings by Mr Nicholson, Mr Orpen and Mr Pryde* (catalogue untraced) held at the Chenil Gallery in June of that year. At the Paterson Gallery Nicholson would have been expected to pay for the framing of his 30 or so works, and frames of this quality would have been too expensive for him, although he did purchase materials from the Chenil Gallery as the label on the verso of the canvas board indicates. Between 1906-8 he was sharing the studio of his friend William Orpen, brother-in-law of the owner of the Chenil Gallery Jack Knewstub, who was probably instrumental in negotiating the 1907 exhibition.

Nicholson placed great importance on the framing of his works, and demanded a high proportion of gilded frame in relation to his canvas. Sometimes the original frames have been cut down as appears to be the case with *Coast Scene*, National Museum of Wales, another work dating from the summer of 1906.





83^{AR} DAVID JAGGER R.O.I. (1891-1958)

Portrait of James Henry Dowd signed 'Jagger' (lower right) oil on canvas *43 x 39.5 cm. (16 7/8 x 14 1/8 in.)* Painted in 1929

£5,000 - 8,000 €6,300 - 10,000 US\$7,300 - 12,000

Provenance

Sale; Christie's, South Kensington, 10 May 2006, lot 513, where acquired by the present owner Private Collection, U.K.

Exhibited

Halifax, Bankfield Museum, *The Art of the Jagger Family*, 26 August-23 September 1939, cat.no.33; this exhibition travelled to, Burton, 4 November- 2 December, Darlington, Museum and Art Gallery, 16 December-13 January 1940, Lincoln, Usher Art Gallery, 3-27 February, Rotherham, Museum and Art Gallery, 9 March-6 April and Sunderland, Art Gallery, 24 April-26 May

James 'Jimmy' Henry Dowd (1883-1956) was a successful Sheffield born illustrator, etcher and painter

A new world auction record for the artist was established in these rooms last year for a painting similar to the present work. Titled *The Conscientious Objector* and also depicting a gentleman lit by lamplight and wearing a pink scarf, it went on to achieve £115,300 on 18 November 2015.



84 WALTER RICHARD SICKERT A.R.A. (1860-1942)

Nude Holding a Bed Rail signed and dated 'Sickert -1912-' (lower left) charcoal 36.8 x 23.5 cm. (14 1/2 x 9 1/4 in.)

£6,000 - 8,000 €7,600 - 10,000 US\$8,700 - 12,000

Provenance

Ralph Fastnedge D.F.C. (Curator of the Lady Lever Art Gallery, Port Sunlight) Thence by family descent to the present owner Private Collection, U.K.

Literature

Wendy Baron, *Sickert*, Phaidon, London, 1973, under cat.no.327 Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New Haven and London, 2006, cat.no.384.1 (ill.b&w)

The present work depicts an identical setting to the drawing *Two Women in a Bedroom* (1912, British Council Collection, London).

85*

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

Portrait of a Lady, Mrs David Margesson signed 'Sickert.' (lower right) oil on canvas 181.6 x 120.8 cm. (71 1/2 x 47 1/2 in.) Painted in 1931 or 1932

£30,000 - 50,000 €38,000 - 63,000 US\$44,000 - 73,000

Provenance

Commissioned by Mrs David Margesson Thence by family descent to the present owner Private Collection, U.S.A.

Exhibited

London, Leicester Galleries, Summer Exhibition, 1932 (as Portrait of Mrs Margesson)

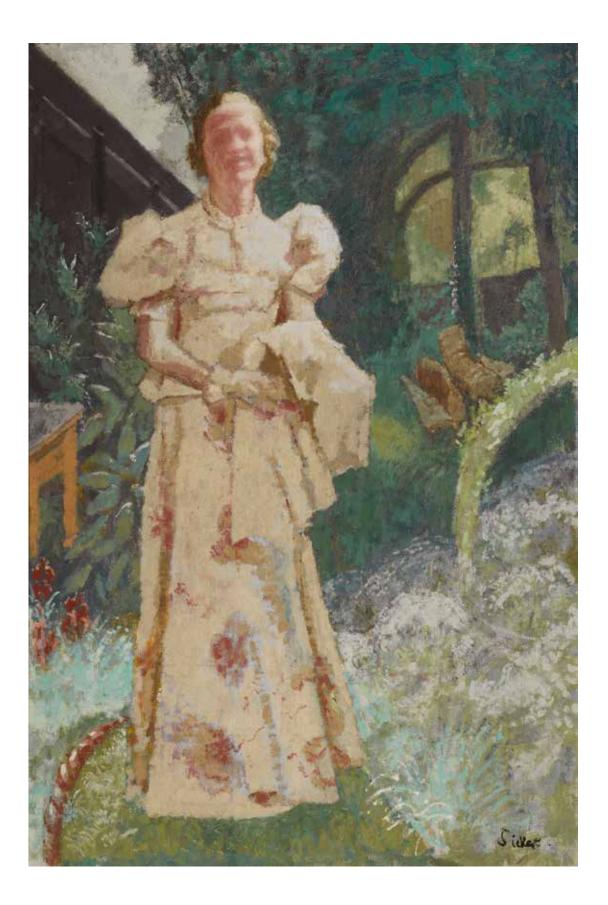
Literature

'New Portrait by Sickert', The Times, 1932 (ill.b&w)

On the occasion of the present work's unveiling the 1932 Times review by T.W. Earp remarked; 'At the Leicester Gallery one is attracted at once by a new full-length portrait by Sickert, the latest of his series of full-length portraits, and one of his most satisfying... Mrs Margesson, like her predecessors, has evidently found her way on to Sickert's canvas through the intermediary of the camera. Behind the portrait one can sense a remarkably happy snapshot. Such a method would obviously be a dangerous one in the hands of an artist who had not half a century of experience in craftsmanship and observation to back him up. Sometimes Sickert is lazy with both the hand that holds the brush and the eye that looks out on to the world, but here there is no laziness. True, there is an inevitable contradiction between the calm, impersonal composition provided by the camera and the exciting and very personal colour supplied by the artist. But one easily forgives the contradiction in this case, for the portrait is a human one. It is much more than either a successful interpretation of a snapshot or a happy essay in peach-colour and green. Knowledge - knowledge of the sitter's personality and knowledge of the behaviour of colour values in strong sunshine". ('New Portrait by Sickert', The Times, 1932).

Commenting on the mixed artist exhibition Earp continues; 'Richard Sickert's just finished *Portrait of Mrs. Margesson* is the outstanding feature. An upright full-length, winning, gay characterisation with the swiftness of a sketch, yet complete with its air of grace and dignity, it takes the first rank of the later work. Its rival in prominence is Mark Gertler's *Merry-Go-Round'* (*Op.Cit.*).

A prime example of Sickert's innovative lens based late portraiture, the present work depicts Mrs Francis David Margesson (née Leggett), wife of David Margesson, 1st Viscount Margesson, the Conservative politician and Chief Whip in the 1930s.



86 GLYN WARREN PHILPOT R.A. (1884-1937)

Le Jongleur Du Notre Dame signed and dated 'Glyn Philpot 1928' (lower right) oil on canvas 50.8 x 40.5 cm. (20 x 16 in.)

£10,000 - 15,000 €13,000 - 19,000 US\$15,000 - 22,000

Provenance

Gwen, Lady Melchett The Hon. Mrs. K. Wallace With The Fine Art Society, London, where acquired by the present owner Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, 1928, cat.no.493 London, The Tate Gallery, *Paintings and Sculptures by the late Glyn Philpot*, 14 July-28 August 1938, cat.no.19 Brighton, Brighton Art Gallery, *Glyn Philpot R.A.*, 3 April-3 May 1953, cat.no.19 London, Leighton House, *Glyn Philpot, Drawings, Paintings and Sculpture*, 7-28 February 1959, cat.no.35 Oxford, Ashmolean Museum, *Glyn Philpot R.A.: A Commemorative Exhibition*, 15 September-28 November 1976, cat.no.19 London, National Portrait Gallery, *Glyn Philpot 1884-1937, Edwardian Aesthete to Thirties Modernist*, 9 November 1984-10 February 1985,

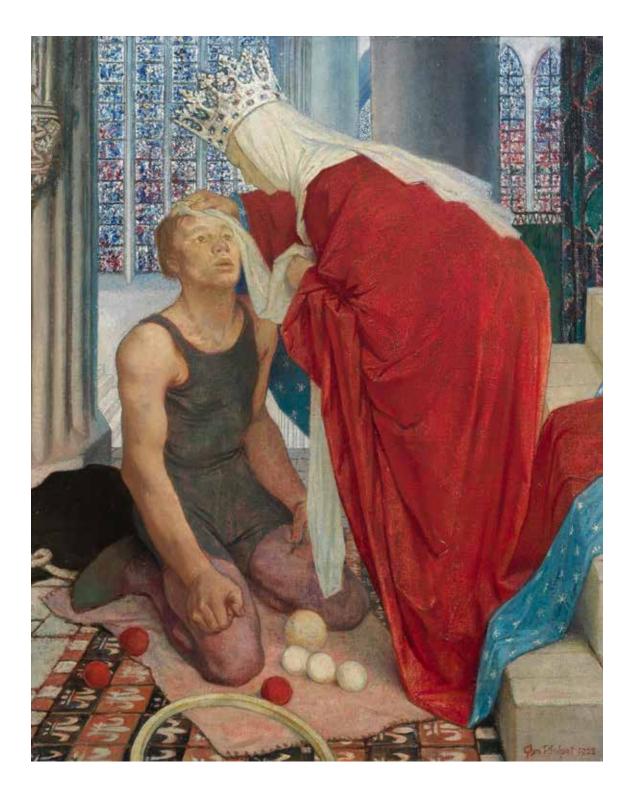
cat.no.41 (ill.b&w) London, The Fine Art Society, Spring 1987, cat.no.19 London, The Fine Art Society, *Glyn Philpot R.A.*, 17 November 1997-16 January 1998, cat.no.10 (col.ill.)

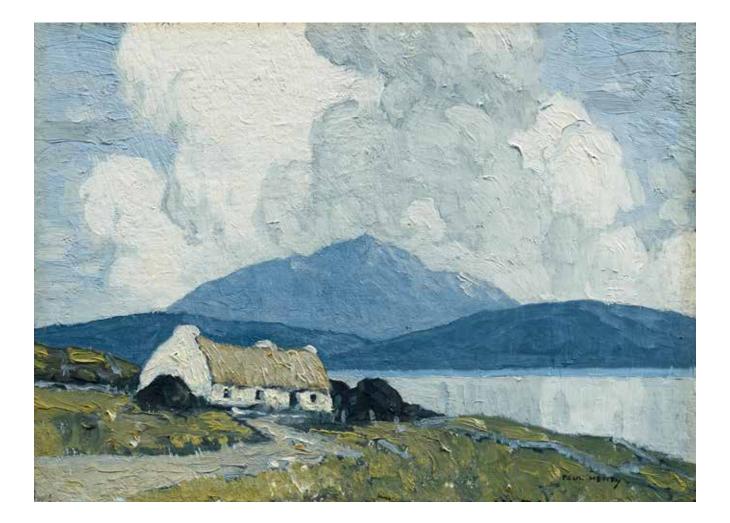
Literature

R.A. Illustrated, Royal Academy of Arts, London, 1928, pl.68 (ill.) A.C. Sewter, *Glyn Philpot 1884-1937*, B.T. Batsford, London, 1951, pl.61 (ill.b&w)

J.G.P. Delaney, *Glyn Philpot, His Life and Art*, Ashgate, Aldershot, 1999, p.85, pl.C18 (col.ill.)

'Deeply felt and successful is Le Jongleur de Notre Dame. A simple, touching work, it reflects a more popular, and sentimental, side of Catholic devotion. Derived ultimately from a medieval mystery play, the story was treated by Anatole France in Etui de Nacre (1892) and by Jules Massenet in an opera (1902) with the same name as Glyn's painting. Jean, having failed as a juggler, enters a monastery out of hunger and discouragement. While all the monks, artists and artisans are labouring to prepare to celebrate the feast of the Blessed Virgin Mary, he resolves to honour the Virgin in the only way he knows, doing his juggling routine before her statue in the chapel. When the scandalized prior and monks try to seize him, a miracle occurs: the statue of Our Lady raises it's hands and blesses the head of Jean who dies in ecstasy. Glyn depicts the Madonna tenderly wiping his sweating face...Unlike no other painting of this period in style or subject, it illustrates clearly how Glyn would choose a style that was appropriate to a particular subject.' (J.G.P. Delaney, Glyn Philpot, His Life and Art, Ashgate, Aldershot, 1999, p.85).





87^{AR} PAUL HENRY R.H.A. (1876-1958)

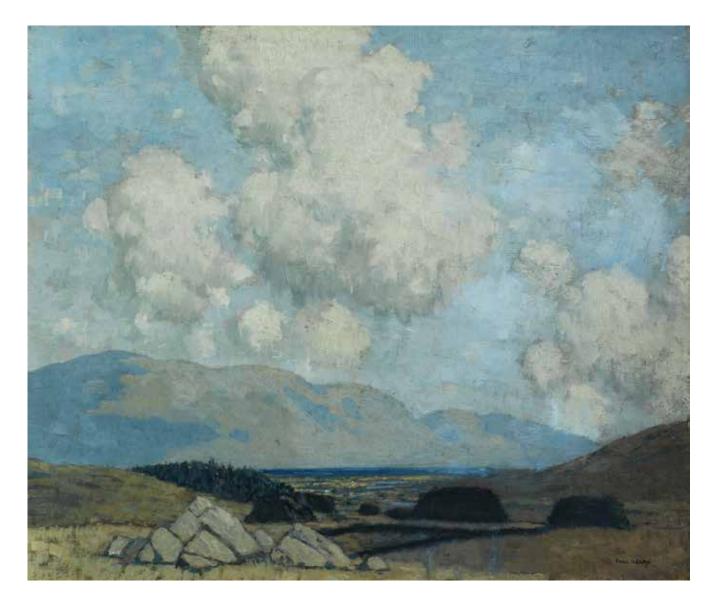
The Cottage by the Lake signed 'PAUL HENRY' (lower right) oil on canvasboard 19.5 x 26.5 cm. (7 7/8 x 10 1/2 in.) Painted circa 1916-19

£30,000 - 50,000 €38,000 - 63,000 US\$44,000 - 73,000

Provenance

Acquired directly from the Artist by the family of the present owner, *circa* 1920s Thence by family descent Private Collection Almost certainly painted before Henry left Achill Island in 1919 to settle in Dublin. The heavy impasto employed throughout, and especially in the clouds, reinforces this. Besides this we have the typical Paul Henry compositional technique of keeping most of the narrative to the lower half of the composition while the sky, with its heavy cumulous clouds, is given over to the upper half. The mountain and the distant hills, which halt the eye's recession, are only slightly modelled on the right hand side, thus indicating the direction of light. The foreground and roadway, which have the appearance of scrub land, have been briskly painted, as has the lake beyond in which brushstrokes are drawn vertically to represent the clouds above, again a characteristic 'Henry' trait. The cottage, which is the only habitation in the scene, is well anchored by the turf stacks to its right, which form a barrier between it and the lake.

We are grateful to Dr. S.B. Kennedy for compiling this catalogue entry.



88^{AR} PAUL HENRY R.H.A. (1876-1958)

Lough Corrib from Glenadda signed 'Paul Henry' (lower right) oil on canvas laid on board 50 x 59.8 cm. (19 5/8 x 23 1/2 in.) Painted circa 1927-9

£30,000 - 50,000 €38,000 - 63,000 US\$44,000 - 73,000

Provenance

The collection of John and Mary Alnatt, formerly of Sandbrook House, Co. Carlow, Ireland Thence by descent to the present owner Private Collection, Ireland

Exhibited

Possibly London, Heal & Son, *Pictures by Paul Henry, R.H.A.*, from 14 January 1946, cat.no.19 (as *Lough Corrib*)

This picture, which has Whistleresque overtones, depicts Lough Corrib, the second largest lake in Ireland, that lies between counties Galway and Mayo. The southern and eastern shores of the lake are mainly lowlying, but in the west and the north the foothills of the lar-Chonnacht and the mountains of Joyce's Country crowd close to the waters. It must, therefore, be the latter ranges that form the backdrop to this scene.

The narrative of the scene is contained within the lower part of the composition in which Lough Corrib appears only as a narrow strip of blue paint, the surroundings being merely dots, which may possibly be cottages, and fields. The immediate foreground is also typical of Henry's technique where a dark area of trees contrasts with broken 'scrub' land and simply, but precisely, laid brushstrokes; while on the right hand side of the composition turf stacks, which have probably been recently cut, are assimilated into the darker area behind. The eye's recession is halted by the distant mountains of the lar-Chonnacht and Joyce's Country. More than half of the canvas, however, is thus given to the sky which, as often, is the crowning glory of Henry's work and which brings a degree of lightness to the composition. The cumulous clouds in the sky, not threatening as yet, one knows will fall as rain before long.

We are grateful to Dr. S.B. Kennedy for compiling this catalogue entry.

89^{AR} JACK BUTLER YEATS (1871-1957) Single File

single file signed 'JACK B/YEATS' (lower right) and titled 'SINGLE/FILE' (verso) oil on board 22.9 x 35.6 cm. (9 x 14 in.) Painted in 1949

£30,000 - 50,000

€38,000 - 63,000 US\$44,000 - 73,000

Provenance

With The Victor Waddington Galleries, Dublin Private Collection

Literature

Hilary Pyle, *Jack B. Yeats, A Catalogue Raisonné of the Oil Paintings*, Volume II, Andre Deutsch, London, 1992, p.892, cat.987

The nomadic outsider walking through a barren landscape is the major theme of Jack B. Yeats's late work. Paintings like *Two Travellers* (1942, Tate), *Glory* (1951, Private Collection) and *Single File* focus on chance encounters and temporary companionship on the open road. In *Single File* three figures walk in a Spartan setting, their bodies silhouetted against a pale expanse of sky. Led by a golden haired child the three appear both destitute and strangely anachronistic. While independent of each other they are also companions as they head in the same direction. The child appears in several other works including *Glory* and *Grief* (1951, National Gallery of Ireland) where it takes on a religious Christ-like symbolism.

The absence of buildings and landmarks elevates this strange journey to a metaphysical or even existential level. Painted four years after the end of World War Two the subject resonates with the disruption of that conflict and equally with the devastation and upheaval wrought by Irish history. The terrain is inspired by the West of Ireland. But Yeats's figures express more universal ideas of human nature, one that was deployed to great effect by his friend, Samuel Beckett. The endless walking back and forth through the landscape is a metaphor for life itself.

The travellers are sculpted out of paint, using largely the same greens and blues as the ground on which they walk. This treatment makes them appear as ethereal ghostly presences in the landscape but is also suggestive of the way in which light and shadow impacts on our perception of solid form. This ambiguity is heightened by the fact that parts of the figures are painted in the same ashen colour as the sky. The use of vibrant red and yellow in the depiction of the child is suggestive of evening light and perhaps a night's rest or some break in the journey ahead.

We are grateful to Dr. Róisín Kennedy for compiling this catalogue entry.





90^{* AR} HENRY MOORE O.M., C.H. (1898-1986) Tree Figure signed and numbered 'Moore 2/9' (on the base) bronze with a brown patina on a stone base

18 cm. (7 1/8 in.) high (excluding the base)

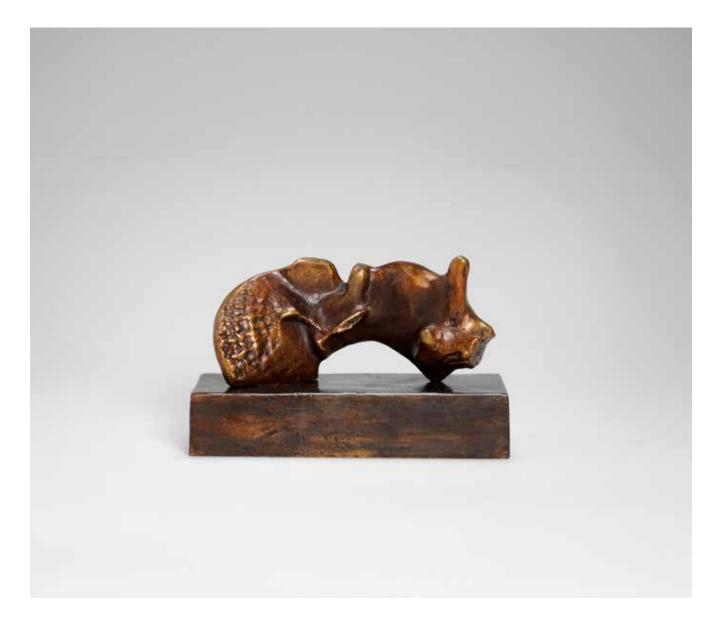
£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance

Private Collection, Canada

Literature

Alan Bowness (ed.), *Henry Moore, Complete Sculpture, Volume* 5, Lund Humphries, London, 1988, cat.no.771 (ill.b&w, another cast) John Hedgecoe, *A Monumental Vision, The Sculpture of Henry Moore*, Collins & Brown, London, 1998, pp.242-243, cat.no.651 (col.ill., another cast)



91*AR

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

Reclining Girl: Shell Skirt signed and numbered 'Moore 5/9' (on the base) bronze with a brown patina *18 cm. (7 1/8 in.) long (including the base)* Conceived in 1980

£10,000 - 15,000 €13,000 - 19,000 US\$15,000 - 22,000

Provenance

Private Collection, Canada

Literature

Alan Bowness (ed.), *Henry Moore, Complete Sculpture, Volume* 6, Lund Humphries, London, 1988, cat.no.803 (ill.b&w, another cast) John Hedgecoe, *A Monumental Vision, The Sculpture of Henry Moore*, Collins & Brown, London, 1998, pp.244-245, cat.no.679 (col. ill., another cast) 92^{AR}

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

Seated Mother and Child: Thin signed and numbered 'Moore/4/9' (on the back of the base) bronze with a brown patina 24.2 cm. (9 1/2 in.) high (including the base) Conceived in 1980

£50,000 - 80,000

€63,000 - 100,000 US\$73,000 - 120,000

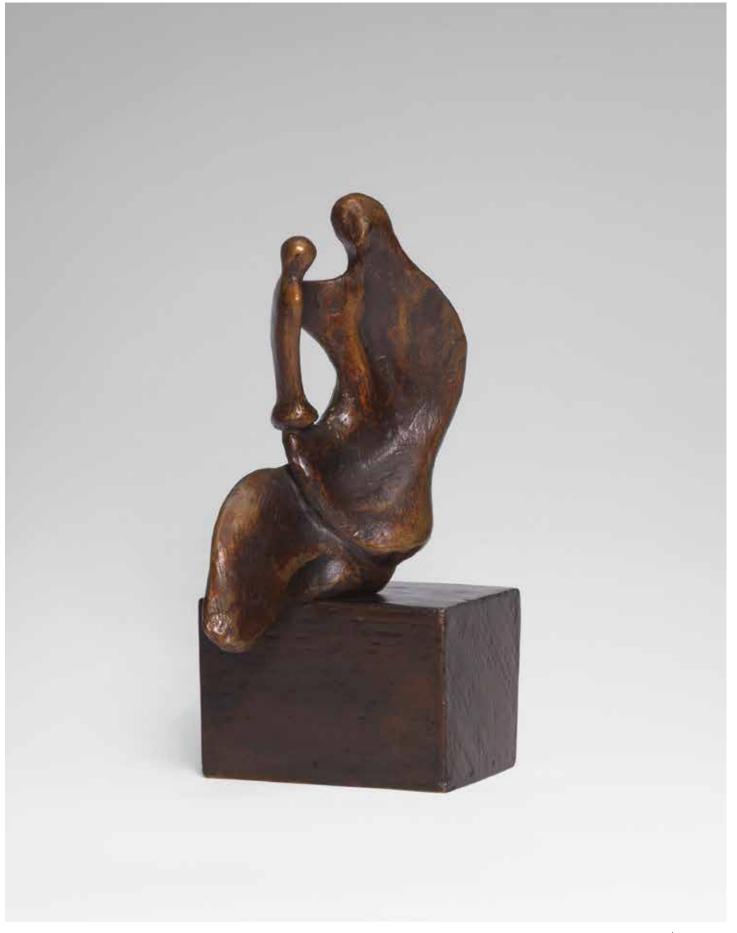
Provenance

With Fisher Fine Art, London, where acquired by the parents of the previous owner Thence by descent Their sale; Sotheby's, 10 December 2008, lot 81, where acquired by the present owners Private Collection, U.K.

Literature

Alan Bowness (ed.), *Henry Moore, Complete Sculpture, Volume* 6, Lund Humphries, London, 1988, p.38, cat.no.804 (ill.b&w, another cast) John Hedgecoe, *A Monumental Vision, The Sculpture of Henry Moore*, Collins & Brown, London, 1998, p.244-245, cat.no.680 (col.ill., another cast) Alongside the reclining figure, the theme of mother and child would occupy Moore throughout his career. Speaking on the subject, he commented that 'from very early on I had an obsession with the mother and child theme – it has been a universal theme from the beginning of time and some of the earliest sculptures we've found from the Neolithic Age are of a mother and child. I discovered, when drawing, I could turn every little scribble, blot or smudge into a mother and child' (Henry Moore and John Hedgecoe, *Henry Moore, My Ideas, Inspiration and Life as an Artist*, Ebury Press, London, 1986, p.155). The emergence of this crucial theme can be dated back to his first term at the Royal College of Art in the autumn of 1921 when he drew *Woman Playing with Her Child* on a small notebook sheet. This was followed in 1922 with his first sculpture of the subject, *Mother and Child* (Private Collection), carved in Portland stone and bearing a close resemblance to an Aztec carving of a seated man in the British Museum.

Seated Mother and Child: Thin dates to 1980 and follows the birth of his first grandchild in 1977. The arrival of the baby invigorated the artist and there is a renewed sense of power and intimacy with regard to the theme. Moore has reduced the forms in the present work and also, as the title would suggest, condensed the depth somewhat. A tremendous sense of empathy is created as the mother holds the child up close, her hands and arms both wrapped around to protect the infant. Three years after this work was conceived, Moore was commissioned by Dr Alan Webster, the Dean of St Paul's Cathedral to produce the celebrated seven foot tall *Mother and Child: Hood* in travertine marble.





93^{AR}

HENRY MOORE O.M., C.H. (1898-1986) Seated Woman on Bench bronze with a brown patina

21.8 cm. (8 1/2 in.) high Conceived and cast in 1953 as an edition of 9

£300,000 - 500,000 €380,000 - 630,000 US\$440,000 - 730,000

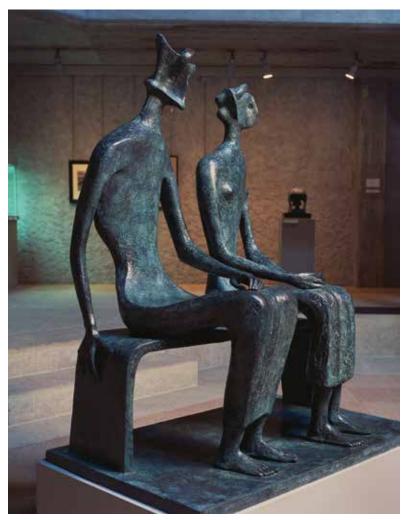
Provenance

Gifted by the Artist to the grandfather of the present owner (a close family friend) on the occasion of his 80th birthday, 1953 Thence by descent Private Collection, U.K.

Literature

Alan Bowness (ed.), *Henry Moore, Complete Sculpture, Volume 2*, Lund Humphries, London, 1965, cat.no.346, pl.118 (ill.b&w, another cast) Herbert Read, *Henry Moore, A Study of his Life and Work*, Thames & Hudson, London, 1965, pl.173 (ill.b&w, another cast) Robert Melville, *Henry Moore; Sculpture and Drawings 1921-1969*, Thames & Hudson, London, 1970, pl.467 (ill.b&w, another cast) John Hedgecoe, *A Monumental Vision, The Sculpture of Henry Moore*, Collins & Brown, London, 1998, pp.216-217, cat.no.320 (ill.b&w, another cast)





King and Queen, 1952-1953, Henry Moore (1898-1986) © The Henry Moore Foundation. All Rights Reserved, DACS 2016 / www.henry-moore.org / Bridgeman Images

This small lively figure dates to the year Moore was awarded the International Prize for Sculpture at the second Sao Paolo Bienal. After winning the International Prize for Sculpture at the 1948 Venice Biennale, he was, by 1953, regarded as the most significant sculptor in Europe.

Throughout 1952-53 he was creating his large and imposing *King and Queen* sculpture, in which two partly clothed hieratic figures are seated together on a simple bench, with their feet set firmly on the ground. The king rests one hand in his lap and the queen places both hands softly together in her lap.

While working through his ideas for *King and Queen* Moore made a handful of small figures on benches that exploit the same formal idea, of which *Seated Woman on a Bench* is a fine example. However, Moore has experimented here by enlivening the figure's pose. He has introduced a sense of movement which begins with her feet, which are not placed directly on the ground but are set instead on a small tilted support. He also lets her arms hover above her lap and sets her clasped hands over her right knee.

She appears to wear a long sleeveless dress, which is most evident where the folds cover her lower legs. Moore added drapery to his imaginary figure drawings in the 1930s, and then in 1940-41 drew

the heavy blankets that covered the sleeping figures sheltering in the London Underground during the Second World War. But it was not until the late 1940s that he began to add drapery to three-dimensional forms. A trip to Greece in 1951 to study classical Greek sculpture strengthened his intention to use drapery to emphasise certain parts of the body. He described how 'Drapery can emphasise the tension in a figure, for where the form pushes outwards ... it can be pulled tight across the form (almost like a bandage), and by contrast with the crumpled slackness of the drapery which lies between the salient points, the pressure from inside is intensified.'

The formal lessons Moore learnt when making *Seated Woman on a Bench* were used again in his striking *Draped Seated Woman* of 1957-58, an impressive bronze figure, 185.5 cm. tall, seated on a low set of steps. Moore donated a cast of this figure to the Stifford Estate in the east End of London, now in the borough of Tower Hamlets, where she was affectionately christened 'Old Flo' by the local inhabitants. 'Old Flo' takes further the angled legs and active arms of *Seated Woman on a Bench* and offers them to the viewer on a monumental scale.

We are grateful to Dr. Judith Collins for compiling this catalogue entry.

Another cast from the edition is in the collection of the Milwaukee Art Museum.

"In the human figure one can express more completely one's feelings about the world than in any other way"

Henry Moore

94^{AR}

JOHN MINTON (1917-1957)

London, 1941 signed, inscribed and dated 'John Minton May 1941 for Peter' (lower right) oil on panel 25.4 x 40.1 cm. (10 x 15 7/8 in.)

£30,000 - 50,000 €38,000 - 63,000 US\$44,000 - 73,000

Provenance

The Artist, from whom gifted to Peter Mackenzie-Young Thence by family descent to the present owner Private Collection, U.K.

1941 was a significant year for the young John Minton who, still only twenty-four, had begun exhibiting at both the renowned Redfern and Leicester galleries. He had also started a collaboration with Michael Ayrton on the sets and costumes for John Gielgud's production of Macbeth, a project that would further enhance a growing reputation and was increasingly involved in the London dance world too. However, these exciting developments in the artist's career were set against the backdrop of conflict and uncertainty brought about by World War II. German bombing of the capital had intensified throughout 1940, but in early 1941 the ferocity of the raids increased and huge swathes of the East End of London, with its docks and wharves, were damaged, burnt or destroyed. Areas such as Wapping and Poplar which Minton was well acquainted with from evening visits in the early days of the blackout, were particularly hard hit and in the drawings and paintings he produced, this sense of desolation is pronounced. London, 1941 does not depict an immediately identifiable part of the city and Minton did not seek topographical accuracy in his work of the period but rather 'a theatre of the soul, an arena in which to explore Kafkaesque feelings of wretchedness, guilt and alienation' (Frances Spalding, John Minton: Dance Till the Stars Come Down, Lund Humphries, London, 1991, p.40). The painting is imbued with an inescapable melancholy with the ragged and waif-like figure at the left foreground of the composition a depiction of the artist himself. He stands, alongside the few others within the painting, surrounded by the bleak scene of a city savaged by war with its crumbling structures, blown out buildings and derelict streets. An overwhelming sense of desolation pervades the composition, reinforced by the oppressive sky that casts its fading light over the landscape.

The majority of works by Minton at this time were executed in pen and ink on paper, usually with a little sepia wash to give tone. The artist's work was strongly featured in the Barbican Art Gallery's 1987 exhibition titled *A Paradise Lost: The Neo-Romantic Imagination in Britain 1935-1955* yet no oils were included, perhaps owing to their rarity. *London, 1941* was a personal gift from the artist to his friend Peter Mackenzie-Young and bears some close similarities to *London Street* (Private Collection, 1941), illustrated in Frances Spalding's biography on the artist. Bonhams have been privileged to offer two further works from 1941, which include the current world auction record for the artist with *Figure in Ruins*, which was sold for £72,000 on March 6th 2007.





95^{AR} KEITH VAUGHAN (1912-1977)

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

£8,000 - 12,000 €10,000 - 15,000 US\$12,000 - 17,000

Provenance

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



96^{AR} JOHN MINTON (1917-1957)

Coconut tree signed and dated 'John Minton 1950' (lower right) wash, pen and ink, crayon and gouache 38.3 x 27.9 cm. (15 1/8 x 11 in.)

£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance Private Collection, U.K.

97^{AR} JOHN MINTON (1917-1957)

Banana plantation signed and dated 'John Minton 1950' (upper left) wash, pen and ink and gouache 39.3 x 27.5 cm. (15 1/2 x 10 3/4 in.)

£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance Private Collection, U.K.

98^{AR} JOHN MINTON (1917-1957) Jamaican market

signed and dated 'John Minton 1951' (upper left) oil on canvas 50.8 x 60.9 cm. (20 x 24 in.)

£20,000 - 30,000 €25,000 - 38,000 US\$29,000 - 44,000

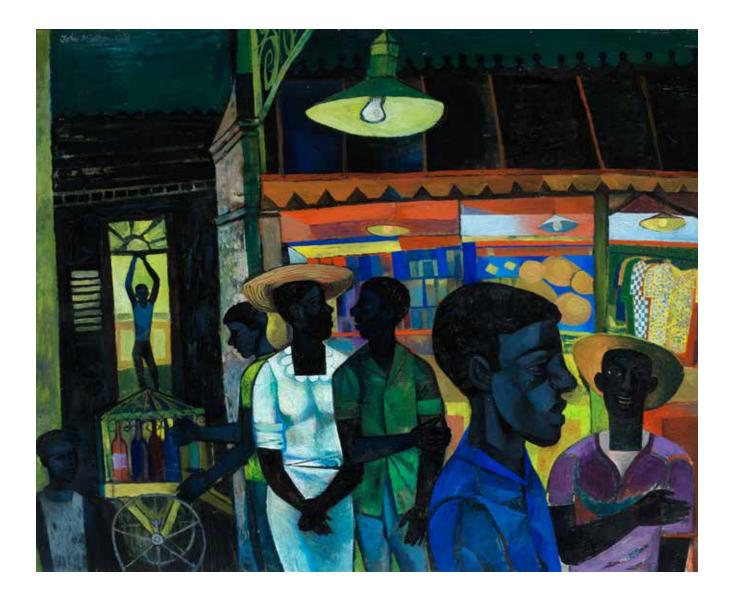
Provenance

Private Collection, U.K.

In May 1950, John Minton wrote to Martyn Goff stating 'We leave England on September 9th by a banana boat for the West Indies for the winter at least; perhaps he said, with a faraway look, Forever. I shall totter like a decaying bastion of English culture, right out of Somerset Maugham, rum-soaked and crumpled from bar to bar trying to remember What It Was All About' (Frances Spalding, *John Minton, Dance till the Stars Come Down*, Lund Humphries, Aldershot, 2005, p.153). Minton returned to London in the December of the same year with a sizeable collection of drawings and watercolours (see lots 96 & 97) made during his Jamaican experience, which were used to work on oil paintings.

The present work is closely related to the slightly larger and important oil, *Street Corner, Jamaica*, in the collection of the Yale Center for British Art. Also painted in 1951, these two works both show a small group of young Jamaicans relaxing at night-time under fluorescent, electric lighting which illuminates the subjects as some engage with the viewer and others loaf around chatting. The same figure of a male stretching his arms within a door frame is visible at the left background of each work and in both examples the figures are placed in the direct foreground so we are immersed within the hustle and bustle of the Jamaican island.

Many of these pictures, quite possibly including *Jamaican market*, were exhibited at the Lefevre Gallery in 1951 and 1953. The shows were widely appreciated with the art critic John Berger writing that 'one senses Jamaica as a definite place in these pictures – the alternating dryness and dampness of the vegetation, the nights of unreal moonlight, the false animation of the people in the wooden cafes beneath Coca Cola advertisements and naked light bulbs – And at the same time one is aware of the painter's sympathy, of the validity of his human values.' (*Op.Cit.*, p.155).



99^{AR} JOHN ARMSTRONG (1893-1973)

Composition (The Musical Machine) signed with initials 'JA' (lower right) oil on board 53.6 x 34 cm. (21 1/8 x 13 3/8 in.) Painted circa 1928

£15,000 - 25,000 €19,000 - 32,000 US\$22,000 - 36,000

Provenance

Acquired by the grandfather of the present owner prior to 1980 Thence by descent Private Collection, U.K.

Hitherto unrecorded, *Composition – The Musical Machine* is the climax of a modern and highly individual analysis commenced in Armstrong's first show in 1928 at The Leicester Galleries – a dual exhibition with work by Matisse. Immediate critical and commercial success propelled Armstrong to the front rank of "modernist" British artists of the time. Armstrong's work combined fashionable themes of colour, music, adventure, exoticism and dreams with a very personal synthesis of contemporary and historical influences. The present work is an exciting addition to Armstrong's canon, one of a rare but significant number of geometrical compositions the artist executed from 1927-1929.

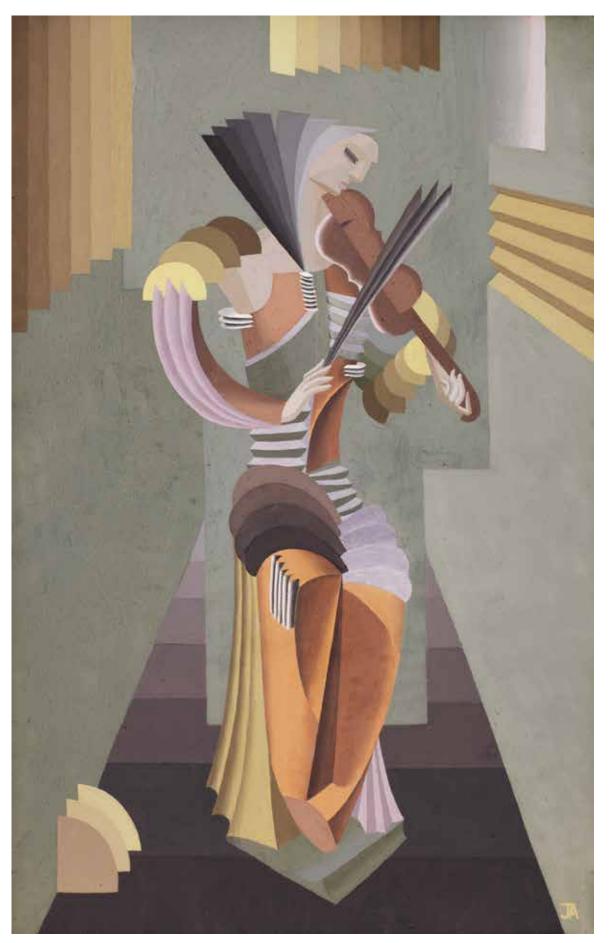
Largely self-taught and untouched by any major art school or grouping of fellow artists, Armstrong's invention is only obliquely indebted to Vorticism or Cubism. His 1920s creations originate from very personal passions; the Classics, Italian masters, and architecture, made modern through the vitality of expression of performing arts such as ballet. The critic Anthony Bertram wrote in "The Studio" of his 1928 show: "Mr. Armstrong is triumphantly original. His work is so clearly marked off from that of every other painter as to justify us in hailing him a master, by which I mean to imply nothing more exaggerated than that he stands on his own feet, he creates a world as distinctly his as those of Watteau, Fra Angelico, or Giorgione were distinctly theirs, and like theirs Mr. Armstrong's is a world of fantasy".

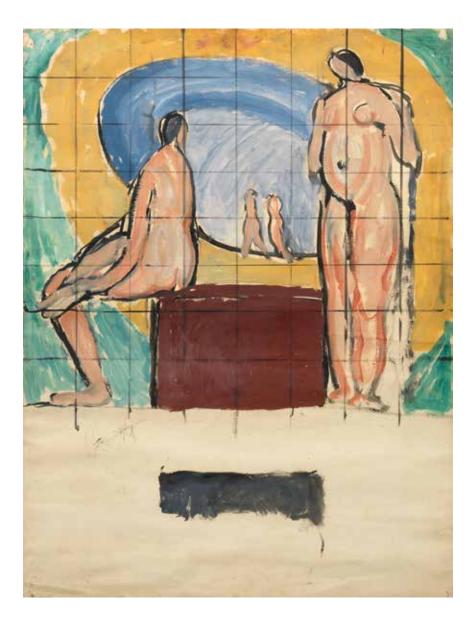
Structures of parallel and intersecting planes progress in these early works from being architectural surrounds (*The Blue Bath*, formerly coll. Edgar Astaire, and *The Somnabulist*, formerly coll. Sir Stephen and Lady Winifred Tumim) to the entirely constructivist (*The Bird*, formerly coll. Peyton Skipwith); the present work being the culminating expression of this theme. Constructivism had barely touched British easel painting of the period and perhaps this, in combination with the dream-like visions, catalyzed the acclamation of Armstrong in London as a leading modernist.

Armstrong was a devoted enthusiast of ballet, especially the Ballets Russes, and as an emergent designer he will have been aware of Antoine Pevsner's radical costumes for 'La Chatte' of 1926-7. The use of Constructivist principle to elaborate optical movement and rhythmic form will have resonated with him, and he is unique in developing this concept in British painting.

Composition – The Musical Machine is most definitely not a work of flat cubism or abstraction. Rather as with Naum Gabo's *Constructed Head, no 2'* (coll. Tate), Armstrong employs "the rhythmic organization of space through the disposition and interlocking of precisely defined planes to produce an image of dynamic force" (Herbert Read, "Modern Sculpture", 1964, p.96, writing of the sculpture of Naum Gabo), with such success that the music he portrays is almost audible. It is no coincidence that in The Spectator's review of Armstrong's 1929 Leicester Galleries exhibition, which included a later, larger version of this composition (*The Musical Machine 1928*, untraced, Armstrong catalogue raisonee no. 51, ill.), G.G. wrote "In all his work Mr Armstrong lays such stress on the third dimension that it would be interesting to see him turn his hand to sculpture."

We are grateful to Jonathan Gibbs for compiling this catalogue entry.





VANESSA BELL (1879-1961)

Design for Fireplace Mural oil on paper 76.3 x 55.8 cm. (30 x 22 in.) Executed in 1912

£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance

The Artist's Family Acquired from the 1991 exhibition by the present owner Private Collection, U.K.

Exhibited

London, Spink, *Duncan Grant & Vanessa Bell: Design and Decoration* 1910-1960, 23 October-22 November 1991, cat.no.5 (ill.b&w)

From the time of their earliest decorative interiors, Vanessa Bell and Duncan Grant stressed the importance of the fireplace in a room as its visual focus. Their imagery and colours chosen for the wall space above the mantelpiece – whether abstract or figurative – would suggest the rest of the room's decorative scheme. Two designs for overmantels by Bell are extant from 1913, the present work and the other in the Yale Centre for British Art, New Haven. Both have large female nudes as their chief features.

In Vanessa Bell's photograph albums (Tate Archive) there are several images of her studio at 46 Gordon Square, taken in 1913, that show Bell and Molly MacCarthy posing naked in front of a large decoration on canvas of nude female figures. The work offered here is a study for this decoration which was almost certainly intended for the fireplace wall of the studio, the fireplace indicated by the dark rectangle at lower centre. It is not known if the decoration itself was actually fixed to the wall; there is no record of it after 1913. All the more valuable therefore is the present design as a record of what was a major work in Bell's most simplified, Post-Impressionist style.

We are grateful to Richard Shone for compiling this catalogue entry.

Please note that this work has been requested for the forthcoming exhibition *Vanessa Bell (1879-1961)* to be held at the Dulwich Picture Gallery, London, 8 February–4 June 2017.



VANESSA BELL (1879-1961)

Design for the textile 'Maud' for the Omega Workshops gouache on squared paper 56.9 x 71 cm. (22 3/8 x 28 in.) Executed in 1913

£15,000 - 20,000 €19,000 - 25,000 US\$22,000 - 29,000

Provenance

The Artist's family With Anthony d'Offay, London Acquired from the 1991 exhibition by the present owner Private Collection, U.K.

Exhibited

London, Hayward Gallery, *Vorticism and its Allies*, 27 March-2 June 1974, cat.no.123

New York, Davis & Long, Vanessa Bell, A Retrospective Exhibition, 18 April-24 May 1980, cat.no.19

London, Anthony d'Offay Gallery, *The Omega Workshops, Alliance and Enmity in English Art 1911-1920*, 18 January-6 March 1984, cat.no.6 New York, Vassar College Art Gallery, *Vanessa Bell 1879-1961*, 18 April-24 May 1984, cat.no.6

Barcelona, Fundacio Caixa se Pensions, *El grup de Bloomsbury*, 1986, cat.no.42 (ill.)

New York, Hirschl & Adler, *British Modernist Art*, 14 November-9 January 1988, cat.no.106

London, Spink, *Duncan Grant & Vanessa Bell: Design and Decoration* 1910-1960, 23 October-22 November 1991, cat.no.5 (ill.b&w) London, The Tate Gallery, *The Art of Bloomsbury, Roger Fry, Vanessa Bell and Duncan Grant*, 4 November 1999-30 April 2000, cat.no.94 (col.ill.); this exhibition travelled to San Marino, The Huntington Library, 4 March-30 April 2000 and New Haven, Yale Centre for British Art, 20 May-2 September 2000

Literature

Richard Cork, *Vorticism and Abstract Art in the First Machine Age*, G. Fraser, London, 1976, p.89 (col.ill.)

Richard Shone, *The Art of Bloomsbury, Roger Fry, Vanessa Bell and Duncan Grant*, Princeton University Press, New Jersey, 1999, p.172, cat.no.94 (col.ill.)

Alexandra Gerstein (ed), *Beyond Bloomsbury. Designs of the Omega Workshops 1913-19*, Courtauld Gallery, London, 2009, pp.116-17

The non-figurative textiles produced by artists at the Omega Workshops in 1913 are perhaps the Omega's most radical contribution to modernist design. In an article in 1941 Nikolaus Pevsner recognised the quality of their innovation, remarking that it was not until the 1920s that such abstract applied design became widespread among French, German and Russian artists. Two stencil-printed linen textiles by Vanessa Bell were produced in time to be sold at the opening of the Omega in July 1913; they were available in different colour combinations and sold well, alongside other linens designed by Frederick Etchells, Roger Fry and Duncan Grant. Bell's were named Maud and White: a third textile by Bell, completely abstract and brilliantly coloured, was not however printed and the gouache design is in the Yale Center for British Art, New Haven. The present work is unusual in that it is carried out on graph paper which suggests that the design was also intended for carpeting, the squares indicating the individual knots for execution by the maker. Bell designed no more printed textiles until the early 1930s but none is as startling as Maud's pared-down geometrical repeat, outstanding in European textiles before the First World War. Examples of the textile as printed are in the Victoria & Albert Museum. For a recent and illuminating discussion of Omega textiles, see the Courtauld catalogue listed here under 'Literature'.

We are grateful to Richard Shone for compiling this catalogue entry.

Please note that this work has been requested for the forthcoming exhibition *Vanessa Bell (1879-1961)* to be held at the Dulwich Picture Gallery, London, 8 February–4 June 2017.



DAME ELISABETH FRINK R.A. (1930-1993) Small Bird I

signed and numbered 'Frink/9/9' (on the base) bronze with a black patina 30.4 cm. (12 in.) high Conceived in 1961

£15,000 - 20,000 €19,000 - 25,000 US\$22,000 - 29,000

Provenance

Private Collection, U.K.

Literature

Huw Wheldon, *Monitor: An Anthology*, Macdonald, London, 1962 Jill Wilder (ed.), *Elisabeth Frink, Sculpture Catalogue Raisonné*, Harpvale, Salisbury, 1984, pp.154-155, cat.no.80 (ill.b&w, another cast) Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.78, cat. no.FCR98 (col.ill., another cast)



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

Harbinger Bird III signed and numbered 'Frink 5/9' (on the base) bronze with a black patina *43.8 cm. (17 1/4 in.) high (including the base)* Conceived in 1961

£15,000 - 20,000 €19,000 - 25,000 US\$22,000 - 29,000

Provenance

With Everard Read Gallery, Johannesburg, where purchased by the present owner Private Collection, Canada

Exhibited

New York, Bertha Schaffer Gallery, 1961 (another cast) London, Waddington Galleries, *Elisabeth Frink: Sculpture and Prints and Drawings from Chaucer*, 1972 (another cast) Wiltshire, Salisbury Cathedral and Close, Salisbury Library and Galleries, *Elisabeth Frink: A Certain Unexpectedness*, 1997 (another cast)

Dorchester, Dorset County Museum, *Elisabeth Frink: Man and the Animal World*, 1997 (another cast)

Literature

S. Tilim, *Arts Magazine*, December 1961 (ill., another cast) Herbert Read, *Modern Sculpture*, Thames & Hudson, London, 1964 (another cast)

Jill Wilder (Ed.), *Elisabeth Frink Sculpture, Catalogue Raisonné*, Harpvale, London, 1984, cat.no.77, p.153 (another cast ill.b&w) Annette Ratuszniak (Ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.78, cat. no.FCR95 (ill.b&w, another cast and col.ill., p.12)



DAME ELISABETH FRINK R.A. (1930-1993) Striding Man

signed and dated 'Frink '83' (lower right) pencil 99.7 x 69.8 cm. (39 1/4 x 27 1/2 in.)

£8,000 - 12,000 €10,000 - 15,000 US\$12,000 - 17,000

Provenance

Sale; Christie's, London, 23 October 1996, lot 78 (as *Nude male striding right*) With Beaux Arts, London, 2003, where acquired by the present owner Private Collection, U.K.



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

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

£8,000 - 12,000 €10,000 - 15,000 US\$12,000 - 17,000

Provenance

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



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

Rolling over Horse signed and numbered 'Frink/4/9' (underneath) bronze with a brown patina 39.4 cm. (15 1/2 in.) wide Conceived in 1976

£70,000 - 100,000 €89,000 - 130,000 US\$100,000 - 150,000

Provenance

With Waddington Galleries, London, 1978, where acquired by Nadine Hyman Thence by descent to the present owner Private Collection, U.K.

Exhibited

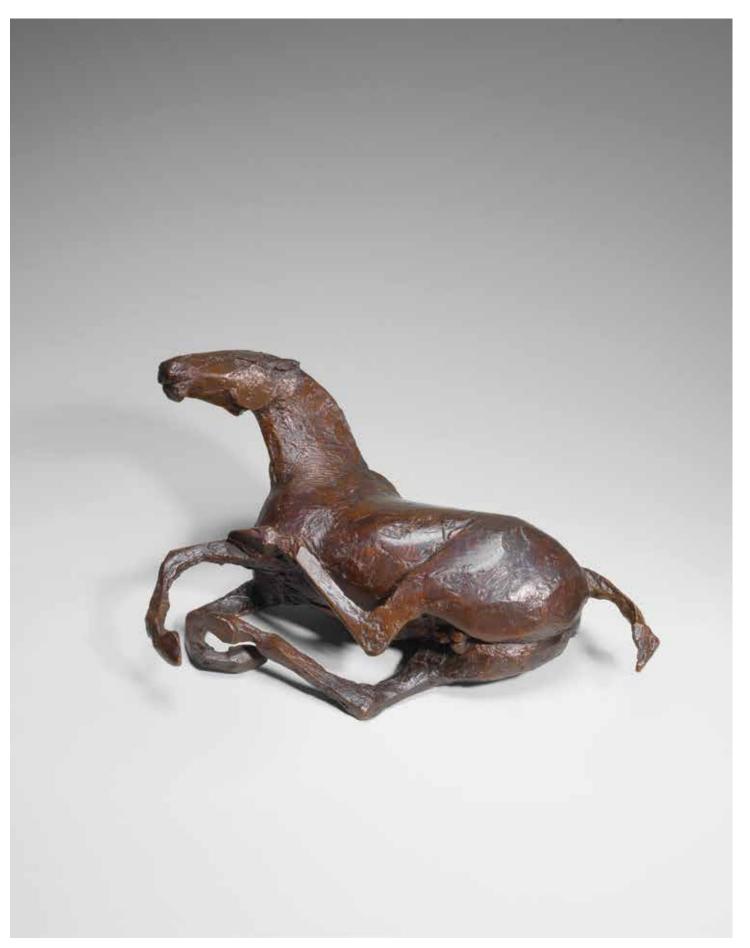
Washington D.C., The National Museum of Women in the Arts, *Elisabeth Frink: Sculpture and Drawings 1950-1990*, 1990, not numbered (another cast)

Literature

Jill Wilder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*, Harpvale, Salisbury, 1984, p.186, cat.no.233 (ill.b&w, another cast) Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.135, cat. no.FCR262 (col.ill., another cast) Dame Elisabeth Frink's sculptures of horses are amongst her most commercial and instantly recognisable motifs with her appreciation of these powerful animals dating back to the earliest work of the 1950s. However, the highest acclaim is reserved for her equine subjects completed between 1969 and 1985, of which *Rolling over Horse* (1976) falls into. Speaking in reference to this celebrated period, Julian Spalding comments that 'this is Frink at her most relaxed. She knew everything about horses and had the ability to sculpt them with both broad consequence and, at the same time, exacting precision. This accounts for their strength and agility. There's hardly any detail, but they are so alive that you expect one at any moment to flick a fly away with the swish of its tail or shake of its head' (Julian Spalding in Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.18).

Emerging in force during the late 1960s and conceived as both singular entities and with riders, they are largely the result of Frink's time spent in the Camargue region of France, renowned for its semi-wild horses and rugged landscape. Upon returning to England in 1973, the artist continued to explore and develop the horse theme within her work. As with many of the other animals she chose to sculpt and by her own admission, they are more concerned with representing her emotional response to, and spiritual identification with, the subject in question rather than with literal physical form. In view of this particularly subjective approach, Frink denied being an animal sculptor in the true sense of the notion, stating her principal interest to lie 'in the spirit of the animal'. That spirit is clearly demonstrated in the present work, whereby the horse moves with grace, free from human constraint, visible from different angles and positions in a sumptuous brown patina.

Another example of the present cast is in the collection of the Royal Academy, London.





107^{AR} DAME ELISABETH FRINK R.A. (1930-1993) Tribute III

signed and numbered 'Frink/3/6' (at the base of the neck) bronze with a brown patina 68.6 cm. (27 in.) high Conceived in 1975

£150,000 - 250,000 €190,000 - 320,000 US\$220,000 - 360,000

Provenance

With Waddington Galleries, London, where acquired by the family of the present owner Thence by descent Private Collection, U.K.

Literature

Jill Wilder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*, Harpvale, Salisbury, 1984, p.185, cat.no.221 (ill.b&w, another cast) Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.130, cat. no.FCR249 (col.ill., another cast)

Exhibited

London, Waddington and Tooth Galleries, *Elisabeth Frink: Recent Sculpture*, November-December 1976, not numbered (ill.b&w on the cover, another cast)

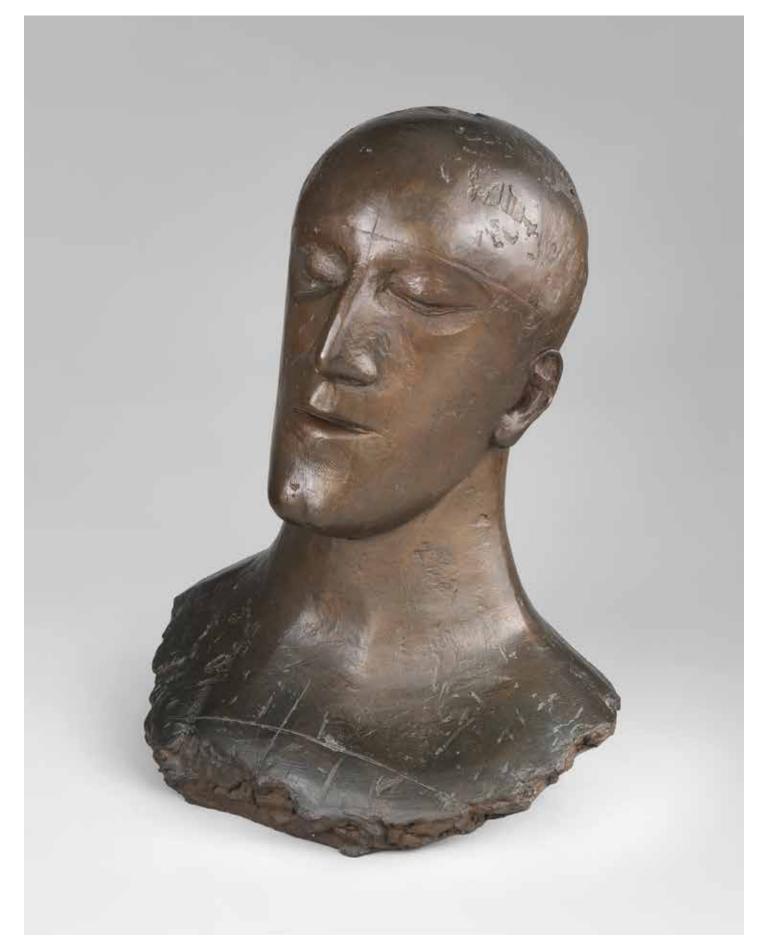
London, Battersea Park, A Silver Jubilee Sculpture Exhibition of Contemporary British Art, June–September 1977 (another cast) New York, Terry Dintenfass Gallery, Elisabeth Frink: Sculpture, Watercolours, Prints, 1979 (another cast exhibited)

Toronto, Waddington and Shiell Galleries, Elisabeth Frink, 1979 (another cast)

Winchester, Great Courtyard, *Elisabeth Frink: Sculpture in Winchester*, July-September 1981, not numbered (another cast) Wakefield, Yorkshire Sculpture Park, *Elisabeth Frink: Open Air Retrospective*, July-November 1983 (another cast) London, Royal Academy, *Elisabeth Frink: Sculpture and Drawings 1952-1984*, February-March 1985, cat.no.69 (ill.b&w, another cast) Washington D.C., The National Museum of Women in the Arts, *Elisabeth Frink: Sculpture and Drawings 1950-1990*, 1990, not numbered (col.ill., another cast)

From at least the 1960s the human head and masculinity were primary artistic concerns for Frink. Over the years, they became soldiers, goggle heads, warriors – all men involved with or instigating some sort of violence. Often armoured or battered they look at the viewer through rebellious eyes and evade us from behind glasses. The present work however, whilst continuing the artist's preoccupation with the male head, presents us with something entirely different.

In 1975 Frink devised a group of four 'Tribute' heads which offer an entirely new departure in the emotion they convey. They are still and strong. No longer the aggressor but a wronged and recovering victim. Downcast eves and a slight tilt of the head all impart this sense of resilience and silent determination. There were two reasons for this new direction. The first she admitted was her interest in Amnesty International saying they were "for those people who are living under repressive regimes, who are not allowed freedom of thought, who are being persecuted for their politics or religion, or being deprived of the dignity of daily living and working. The heads are compassionate yet defiant. I hope they represent suffering and survival. And finally the optimism to go through suffering to the other side" (Stephen Gardiner, Frink, The Official Biography of Elisabeth Frink, Harper Collins, London, 1998, p.205). The second influence may have been the fact that her beloved father had recently passed away. This was the man that sparked her obsession with the male subject, so perhaps she had him in mind when she created this beautifully serene Tribute III.





108^{AR} DAME ELISABETH FRINK R.A. (1930-1993) Easter Head II

signed and numbered 'Frink/3/6' (at the base of the neck) bronze with a light green/brown patina and partially painted face 50.2 cm. (19 3/4 in.) high Conceived in 1989

£80,000 - 120,000 €100,000 - 150,000 US\$120,000 - 170,000

Provenance

Acquired from the 1989 Bristol exhibition by the family of the present owners Thence by descent Private Collection, U.K.

Exhibited

Bristol, The Guardian Gallery, 5-26 August 1989 (this cast) London, Fischer Fine Art, *Elisabeth Frink: Recent Sculpture & Drawings*, 5 October-9 November 1989, cat.no.22 (another cast) Glasgow, Glasgow Festival, *Elisabeth Frink, Sculpture, Drawings, Etchings*, 1990 (another cast)

Washington D.C., The National Museum for Woman in the Arts, *Elisabeth Frink: Sculpture and Drawings 1950-1990*, 1990, unnumbered (ill.b&w, another cast)

Salisbury, Cathedral and Close, *Elisabeth Frink: A Certain Unexpectedness*, 1997 (another cast)

London, Beaux Arts, *Frink: Sculpture, Drawings and Prints*, 1998, unnumbered (col.ill., another cast)

Bristol, Royal West of England Academy, *Wild: Sculpture, Drawings, Original Prints by Elisabeth Frink*, 2011 (another cast)

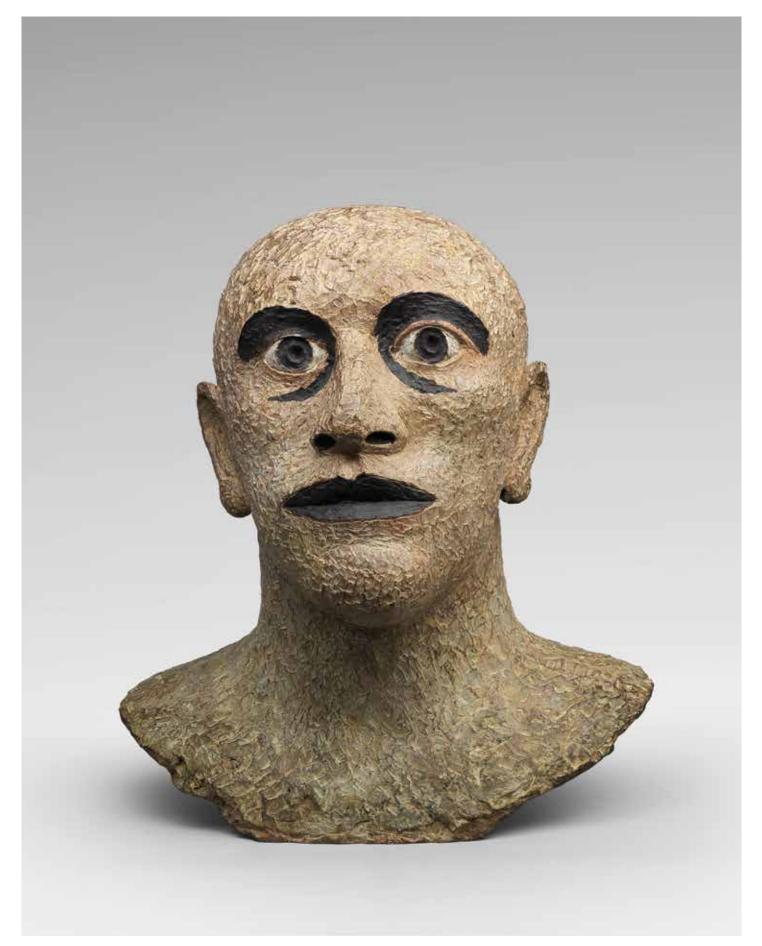
Literature

Edward Lucie-Smith, *Elisabeth Frink; Sculpture Since 1984 And Drawings*, Art Books International, London, 1994, p.188, cat.no.SC44 (ill.b&w, another cast) Stephen Gardiner, *Frink, The Official Biography of Elisabeth Frink*, Harper Collins, London, 1998, p.267 Annette Ratuszniak (ed.), *Elisabeth Frink; Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.181, cat. no.373

In 1989 Frink produced *Easter Head I* and *Easter Head II*, each in an edition of six. The artist herself had described these sculptures as feeling both ancient and modern at the same time and it is easy to see why. The large staring eyes are a motif heavily featured in religious art through the ages from Romano-Egyptian to Romanesque sculpture and beyond. The painted facial features reinforce this and bring to mind decorated mummy masks or the polychrome carvings of ancient Greece. In this way, Frink successfully imbued the 20th century bronze with a certain primeval mysticism.

Discussing the enigmatic title, Stephen Gardiner comments "Because of their name, many assumed they were influenced by or associated with Easter Island art, but they had nothing to do with that and everything to do with Easter, when they were done; with, in her imagination, spring, her favourite time of the year with her favourite colours, the launch of April's green offensive and momentary spotless blue skies" (Stephen Gardiner, *Frink, the Official Biography of Elisabeth Frink*, Harper Collins, London, 1998, p.267).

Just a handful of other casts of both *Easter Head I* and *Easter Head II* have been offered at auction over the last twenty years. However, as these sculptures are hand painted each one differs in subtle ways, and they can to some degree be regarded as unique pieces.



109^{* AR} ALAN DAVIE C.B.E., H.R.S.W., R.A. (1920-2014)

Birds Idol no.4 signed, titled and dated twice 'Alan Davie/Feb 70/BIRDS IDOL/NO 4/ FEB 70' (verso) oil on canvas 152.4 x 182.8 cm. (60 x 72 in.)

£12,000 - 18,000 €15,000 - 23,000 US\$17,000 - 26,000

Provenance

With Gimpel Fils Gallery, London, May 1970, where acquired by Robert Steinberg His sale; Christie's, New York, 9 May 1984, lot 122, where acquired by the present owner Private Collection, U.S.A.

Exhibited

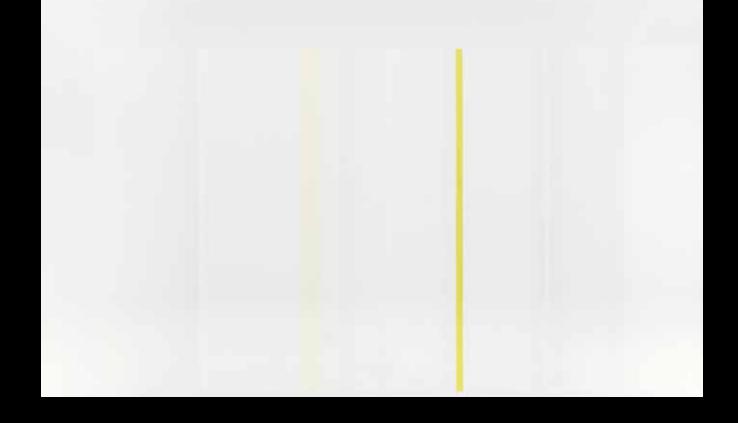
London, Gimpel Fils, Alan Davie, 5-30 May 1970, cat.no.31

Literature

Douglas Hall and Michael Tucker, *Alan Davie*, Lund Humphries, London, 1992, p.180, cat.no.635, pl.76 (col.ill.)

With the turn of the decade, Davie embraced a bold new approach to his painting, signified by block colouring, definition by line and increased use of symbolist forms. The present work is one of the earliest examples of this new art. Identified in Douglas Hall and Michael Tucker's monograph as one of the 'more important oils by Alan Davie' and allowed a full page colour illustration, *Birds Idol no.4* is indebted to Davie's increased interest in the dialogue between music and painting. Jazz had long influenced Davie's work but in the 1970s the conversation became symbiotic. He began to stage recitals and make recordings as 'The Alan Davie Music Workshop'. One recording of 1971 took the title *Bird Through The Wall*, a title also given to paintings of the same year. The paintings incorporate the club, checkers and target motifs seen in the *Birds Idol* works, underlining the significance of the present oil as key to the artist's development.





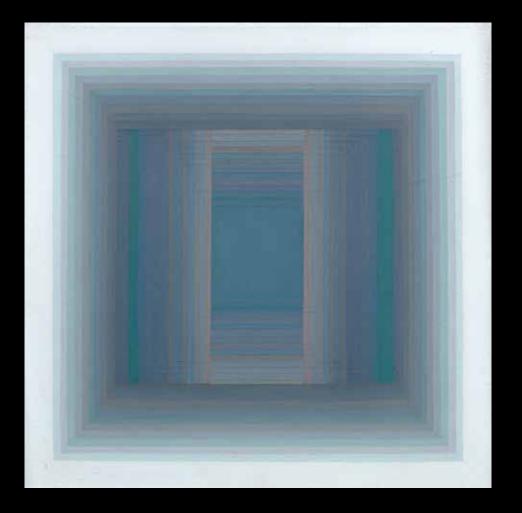
110^{AR} RICHARD LIN (1933-2011)

Evening signed and dated 'RICHARD LIN 1974' (on the canvas overlap); further signed, titled and dated again 'RICHARD LIN/"EVENING"/1974' (on the backboard) oil on canvas with collage 38.1 x 56.7 cm. (15 x 22 in.) Painted in 1974

£6,000 - 8,000 €7,600 - 10,000 US\$8,700 - 12,000

Provenance

With Marlborough Gallery, London The Nancy Balfour Collection, from whom gifted to Wycombe Abbey, Buckinghamshire



111^{AR} **PAUL FEILER (1918-2013)** Aduton XLIX.X

signed, titled and dated 'PAUL FEILER/ADUTON XLIX.X.1989' (verso) oil on canvas 40.6 x 40.6 cm. (16 x 16 in.)

£7,000 - 10,000 €8,900 - 13,000 US\$10,000 - 15,000

Provenance With Austin Desmond Fine Art, London, May 1990, where acquired by the present owner Private Collection, U.K.

Feiler commented that the present work is representative of the inner sanctum of King Solomon's Temple.

112* AR WT

JOHN HOYLAND R.A. (1934-2011) 22.11.66

signed 'HOYLAND' (on the canvas overlap) acrylic on cotton duck 182.8 x 304.8 cm. (72 x 120 in.) (unframed)

£20,000 - 30,000 €25,000 - 38,000 US\$29,000 - 44,000

Provenance

With Nicholas Wilder Gallery, Los Angeles, 1970, where acquired by the present owner Private Collection, U.S.A.

Exhibited

London, Whitechapel Gallery, *John Hoyland paintings 1960-67*, April-May 1967, cat.no,86 (ill.b&w) Los Angeles, Nicholas Wilder Gallery, 1967

We are grateful to the Hoyland Studio for their assistance in cataloguing this lot.

By 1965 John Hoyland was considered among the most vibrant and vital young artists working in the country. Having previously exhibited as part of the influential 'Situation' group in 1960 and '61 he also featured in the celebrated 1964 'New Generation' exhibition curated by Bryan Robertson and was also selected by Robertson to feature in a survey of British art, 'Private View', of the same year. And so following a visit to Hoyland's new and significantly larger Kingston-upon-Thames studio, Robertson, invigorated by the ambition and scale of the artist's most recent work suggested a major solo exhibition. This was planned for early 1967 at the Whitechapel Gallery.

Energised by the prospect of such a high profile showing (an exhibition to be in the same venue and of the same scale as Mark Rothko's seminal 1961 exhibition which was well known to Hoyland), the artist embarked on a fruitful body of work. The 'stain' paintings of 1965-7 are amongst the most confident and defining of Hoyland's formative output. Immediately prior to the commanding soft-edged, geometric aesthetic employed in the works, Hoyland had visited New York and Vermont. Travelling on a grant from the Peter Stuyvesant Foundation, he met Robert Motherwell and Helen Frankenthaler, Barnett Newman and Rothko. He also met the critic Clement Greenberg and was introduced to the works of the 'Post-Painterly Abstractionists' such as Kenneth Noland and Jules Olitski. These encounters were to leave an indelible mark upon Hoyand's approach, yielding monumental results. Mel Gooding comments; 'The magisterial impersonality of the paintings from these years, the authority and their objectivity, derives from a distilled energy of both thought and emotion, and an absolute concentration, like that of the contemplative, forgetful of circumstance.' (Mel Gooding, John Hoyland, Thames & Hudson, 2006, p.53).

Dating to this pivotal period and first shown in the Whitechapel exhibition, 22.11.66 is archetypal of this key series. Gooding continues; 'John Hoyland's one-man exhibition at the Whitechapel in the spring of 1967 was a defining moment in British painting. In his early thirties, Hoyland had produced an astonishing body of work and had consolidated his reputation as one of the brightest stars in a brilliant constellation of younger British artists that included Bridget Riley, Patrick Caulfield and David Hockney.' (*Op.Cit.* p.55).





Property from the Estate of Calvin R. Vander Woude, California

113^{* AR}

LYNN CHADWICK R.A. (1914-2003)

Beast XI signed, numbered and dated '226 B 1/4/Chadwick/1966' (underneath) bronze with a light brown patina 53.4 cm. (21 in.) long Conceived in 1957 and cast in 1966

£50,000 - 80,000 €63,000 - 100,000 US\$73,000 - 120,000

Provenance

Private Collection, U.S.A, where acquired prior to 1989

Beast XI was conceived the year following Lynn Chadwick's 1956 exhibition at the Venice Biennale. There he was awarded the prestigious International Sculpture Prize, a victory which confirmed Chadwick's standing on the global stage. The artist had previously employed animalistic forms, albeit in a more abstract manner, for works such as *Balanced Sculpture* (1952) which formed part of the *New Aspects of British Sculpture* exhibition at the 1952 Venice Biennale (which introduced the 'Geometry of Fear' artists, see footnote for lot 114). In the present example the use of wrought surface and a poise of unease is in keeping with the pre-1955 'Beasts', but the overall form (perhaps insectean, perhaps mammalian) is decidedly more composed. Chadwick had embarked on the first of the 'Beast' series four year prior, and across the next five decades he would return to the subject on more than seventy occasions, confirming its significance within the artists overall practice.





Property from the Estate of Tony Paterson

114^{AR}

BERNARD MEADOWS (1915-2005)

Large 'Jesus' Crab (Larger Spider Crab) bronze with a brown and green patina 29.8 cm. (12 3/4 in.) high Conceived circa 1952-54, in an edition of 6

£20,000 - 30,000 €25,000 - 38,000 US\$29,000 - 44,000

Provenance

The Artist, until 1965 Tony Paterson Thence by family descent to the present owner

Exhibited

Venice, British Pavilion, XXXII Venice Biennale, 1964, unnumbered, (ill.b&w, another cast as Crab, where dated 1952) Amsterdam, Stedelijk Museum, Roger Hilton, Gwyther Irwin, Bernard Meadows, Joe Tilson, 13 May-21 June 1965, unnumbered (this cast, where dated 1952); this exhibition travelled to Zagreb, Modern Gallery, Berlin, Kunstamt Reinickendorf, Museen der Stadt Recklinghausen and Kunstverein Braunschweig (this cast)

Literature

John Rothenstein, *British Art Since 1900*, Phaidon, London, 1962, pl.145 (ill.b&w, another cast, where dated 1952) Alan Bowness, *Bernard Meadows, Sculpture and Drawings*, Lund Humphries, London, 1995, p.138, cat.no.BM28 (ill.b&w, another cast, where dated 1954)

A key figure of post-war British sculpture, Bernard Meadows came to prominence as part of what is now referred to as the 'Geometry of Fear' generation of sculptors. He exhibited internationally throughout his career and is now represented in the permanent collections of major museums such as the Guggenheim, Hirshhorn and Tate.

Following a very brief and unsuccessful spell as a trainee accountant, Meadows enrolled at the Norwich School of Art aged 19. In his second year it was arranged for three selected students to pay a visit to Henry Moore's Hampstead studio. Moore, so impressed by Meadows, sent him a postcard the following day asking if he may like to assist him for the upcoming Easter holidays. Meadows gladly accepted and, bar the war years, he would remain Moore's assistant until 1948. During the war Meadows volunteered for the Royal Air Force and in 1943 was posted to India, including an extended period on the Cocos Islands in the Indian Ocean. Counting surrealism and Picasso amongst his early influences and having learnt both the craft and sensibilities required of a sculptor from Moore, it was Meadows' experience of these islands, and particularly their wildlife, which was to become an important marker in developing his own artistic development. The Cocos have a prevalent community of all manner of crabs which fascinated Meadows; tree crabs, large tank crabs, mosquito crabs, which although must have seemed alien at first became a most familiar feature of day to day life.

Following the end of the war Meadows returned to Britain and although he initially continued to work for Moore, by 1950 he developed his own sculpture. At first these were biomorphic abstractions akin to Moore's work but he quickly moved into new territory with abstracted bird forms and in 1952 his first crab (Black Crab, Tate, London). Like the present cast, these works are at first animal yet remain not entirely removed from the preceding humanoid forms thus allowing an interpretation of representation of the human experience. In 1951 Meadows featured in the Festival of Britain to acclaim but his presence on the international stage was very much cemented by his inclusion in the now fabled exhibition in the British Pavilion at the 1952 Venice Biennale, New Aspects of British Sculpture. This exhibition championed the work of Meadows and seven other young contemporaries (Adams, Armitage, Butler, Chadwick, Clarke, Paolozzi and Turnbull). These artists worked in a more rough and ready aesthetic than the then established mode and shared a common concern borne from memories of war horrors witnessed just years earlier and the fear induced by the developing Cold War. Herbert Read penned the catalogue introduction from which the nomenclature for the group derived:

These new images belong to the iconography of despair, or of defiance; and the more innocent the artist, the more effectively he transmits the collective guilt. Here are images of flight, or ragged claws 'scuttling across the floors of silent seas', of excoriated flesh, frustrated sex, the geometry of fear.

Belonging to this period is *Large 'Jesus' Crab*, so called as the first cast was acquired by Jesus College, Cambridge. The piece is believed to be based on the form of the male Fiddler crab; a fast-moving specimen, with a cocoon-like body, raised on angular legs and possessing two eyes on stalks (which Meadows' has moved underneath) and one greatly outsized claw that it raises aloft in a mating display. It perfectly suits Meadow's requirements for his representation of human concern; composed of hardened shell over tender flesh, in a state of both threat and defence.

The present cast remained in Meadows' possession until at least 1965, and latterly entered the collection of Tony Paterson. Paterson was a lawyer and through his friendship with Bryan Robertson, who he met at Toynbee Hall in the 1950s, he became much involved with the contemporary art scene from the 1960s when it is thought that he acquired this sculpture. He provided legal advice to the Air Gallery, Space (an organization to provide studios for young artists), the New Contemporaries and was Honorary Solicitor to the Contempory Art Society. Casts of the half scaled maquette for the present work are in the collection of the Victoria Art Gallery, Bath and the Tate Gallery, London.



Various Property

115^{AR}

FREDERICK EDWARD MCWILLIAM (1909-1992)

Seated Woman II signed with initials and numbered '3/5/MCW' (on the back of the skirt) bronze with a brown patina 38.1 cm. (15 in.) long Conceived and cast in 1961

£8,000 - 12,000 €10,000 - 15,000 US\$12,000 - 17,000

Provenance

With Waddington Galleries, London, *circa* 1961, where acquired by Mr. & Mrs. Louis Wolchover Thence by family descent Private Collection, U.K.

Literature

Denise Ferran & Valerie Holman, *The Sculpture of F.E. McWilliam*, Lund Humphries in association with the Henry Moore Foundation, Farnham, 2012, p.133, cat.no.229 (another cast, ill.b&w)

The present work is one of McWilliam's earliest reclining female figures in bronze (preceeded only by *Reclining Figure*, 1960) and, along with similar works from the same period, acts as a precursor to the celebrated 'Girls' series of 1969-71. Holman comments of the 1961-63 reclining figures; 'in these new sculptures, the body's curves have been straightened into geometric shapes and large facets which catch the light. Indeed it is at this point that light becomes a much more important feature of his bronzes' (Valerie Holman, *The Sculpture of F.E. McWilliam*, Lund Humphries in association with the Henry Moore Foundation, Farnham, 2012, p.61). This cast relates closely to the larger scale *Seated Figure (Reclining Figure*) 1961, cast 1 of which is in the collection of Queen's University, Belfast and was used as the basis for a 1979 commemorative Irish 20p postage stamp.

Mr. & Mrs. Louis Wolchover had family ties to the Waddington Galleries and their collection is noted by Roland Penrose in his 1964 book on the Artist.



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Wednesday 23 November 2016 New Bond Street, London

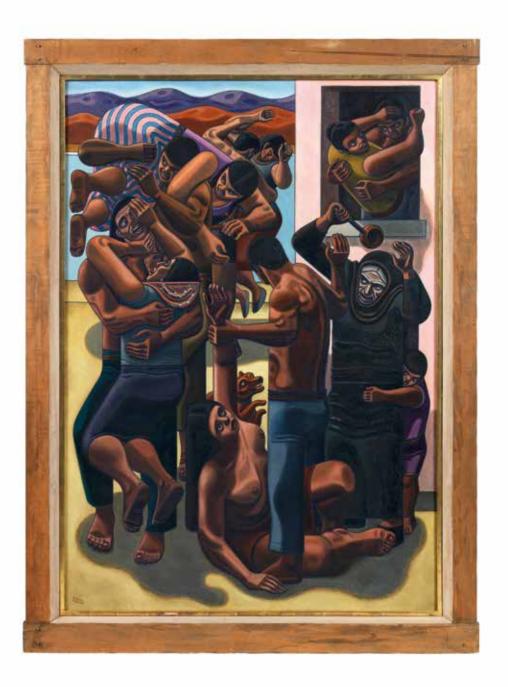
WILLIAM ROBERTS R.A. (1895-1980)

The Rape of the Sabines signed 'William/Roberts' (lower left) oil on canvas 152.3 x 109.3 cm. (60 x 42 in.) Sold for £122,500, November 2015

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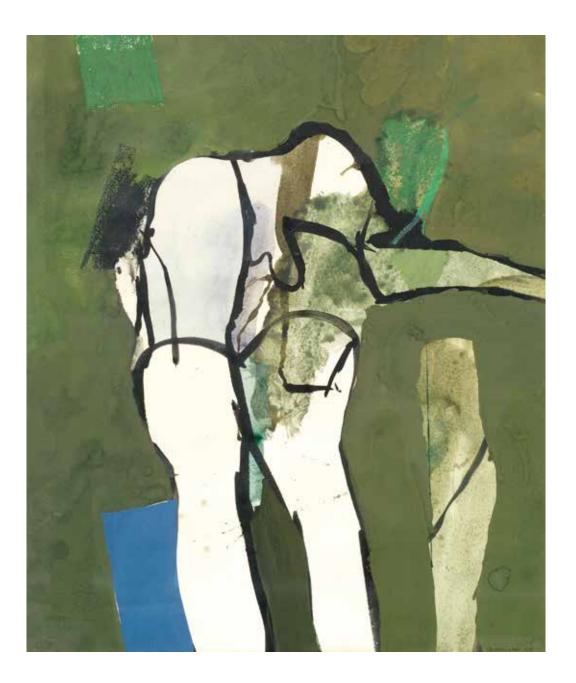
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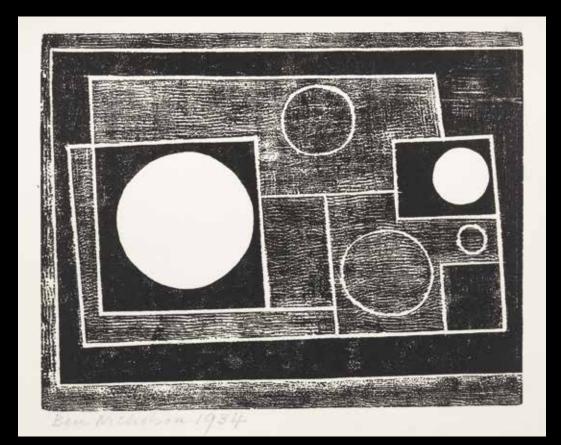
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Nature morte oil on canvas Painted circa 1919 £100,000 - 150,000 €127,000 - 190,000 US\$144,000 - 216,000

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MIKHAIL FEDOROVICH LARIONOV (RUSSIAN, 1881-1964)

Still life with fish and flowers, 1909 (detail) oil on canvas 40 x 55.8*cm* (15% x 22) **£80,000 - 100,000**

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G-NET25/04/16

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. 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 Buver.

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 *Selfer* 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 I ots 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 / of 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 *Biddie* Registration Form, Absentee *Bidding Form* or Telephone *Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price* 20% from £50,001 to £1,000,000 of the *Hammer Price* 12% from £1,000,001 of the *Hammer Price*

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

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price of \pounds 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).

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

8. VAT

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

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

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buver'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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export Licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/ what-we-do/supporting-museums/cultural-property/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

· "Bill Brandt": in our opinion a work by the artist.

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Itd warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O 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.

SELLER'S UNDERTAKINGS

2

- 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;
 6.1
- 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*.

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. 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.

RISK, PROPERTY AND TITLE

4.2

5

51

- 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.

PAYMENT

- 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*.
- 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.

COLLECTION OF THE LOT

7

7.5

- 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*.
 - 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

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 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;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the Seller (whether or not court proceedings will have been issued) as a result of *Bonhams* 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 Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller 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 Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's 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;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, 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 Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot 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.
- 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 Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller 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 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale.*
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale 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 Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale 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.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* 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 *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a lexible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale 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.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 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.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the subsidiaries of such holding company and the subsidiaries and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

GOVERNING LAW

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

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.
- We do not make or give and do not agree to make 1.6 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

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- 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 [^{AR}], 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.
 - 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*.

COLLECTION OF THE LOT

3.7

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- 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.

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 Ω 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*.

4.4

- 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.

STORING THE LOT

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6.1

6.2

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.

RESPONSIBILITY FOR THE LOT

- 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.
 - 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 *Lot* 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 *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 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;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) 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 *Lot* or part thereof;

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 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 Sale) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, Without Reserve, 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 Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (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.

If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.3

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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 Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* 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:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, 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
- 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.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* 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 *Lot* 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 *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue 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 *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, 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 *Purchase Price*, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 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 Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

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 *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the Lot 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 Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* 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 Lot 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 Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

MISCELLANEOUS

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- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary. "Consignment Fee" a fee payable to Bonhams by the Seller

calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession. "Contract Form" the *Contract Form*, or vehicle *Entry* form, as

applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of 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 "indemnify" 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

"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.
- 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."

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

Paddle number (for office use or

This sale will be conducted in accorda Bonhams' Conditions of Sale and bidd at the Sale will be regulated by these You should read the Conditions in con the Sale Information relating to this Sale out the charges payable by you on the you make and other terms relating to buying at the Sale. You should ask any have about the Conditions before sign These Conditions also contain certain by bidders and buyers and limit Bonha bidders and buyers.

Data protection - use of your information

Where we obtain any personal information we shall only use it in accordance with th Privacy Policy (subject to any additional sp you may have given at the time your info disclosed). A copy of our Privacy Policy ca our website (www.bonhams.com) or requ from Customer Services Department, 10 Street, London W1S 1SR United Kingdon from info@bonhams.com.

Credit and Debit Card Payments

There is no surcharge for payments made by issued by a UK bank. All other debit cards an are subject to a 2% surcharge on the total i

Notice to Bidders.

Clients are requested to provide photogra ID - passport, driving licence, ID card, toge of address - utility bill, bank or credit card etc. Corporate clients should also provide articles of association / company registrati together with a letter authorising the indi the company's behalf. Failure to provide your bids not being processed. For higher may also be asked to provide a bank refer

If successful

Telephone or

Absentee (T / A)

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Lot no.

	Sale title: Modern British and Irish Art	Sale date: Wednesday 15 June 2016	
nly)	Sale no. 23574	Sale venue: New Bond Street	
nce with ling and buying Conditions. njunction with ale which sets e purchases bidding and y questions you ning this form. undertakings ams' liability to	£200 - 500 by 20 / 50 / 80s £20,0 £500 - 1,000 by 50s £50,0 £1,000 - 2,000 by 100s £100,	t. Please refer to the Notice to Bidders in the catalogue line or absentee bids on your behalf. Bonhams will	
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his may result in value lots you by providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and concerning Bonhams. Bonhams does not sell or trade email addresses.		ddress information relating to Sales, marketing material and news	
rence.	I am registering to bid as a private buyer	I am registering to bid as a trade buyer	
	If registered for VAT in the EU please enter your registration here:	Please tick if you have registered with us before	
	Please note that all telephone calls are recorded.		
Brief description		MAX bid in GBP (excluding premium & VAT) Covering bid*	

FOR WINE SALES ONLY		
Please leave lots "available under bond" in bond 🔲 I will collect from Park Royal or bonded wareh	ouse Delease include delivery charges (minimum charge of £20 + VAT)	
BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.		
Your signature:	Date:	

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to: Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

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Bonhams











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