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Modern British and Irish Art

New Bond Street, London | 14 November 2018











Modern British and Irish Art

New Bond Street, London | Wednesday 14 November 2018 at 3pm

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SALE NUMBER

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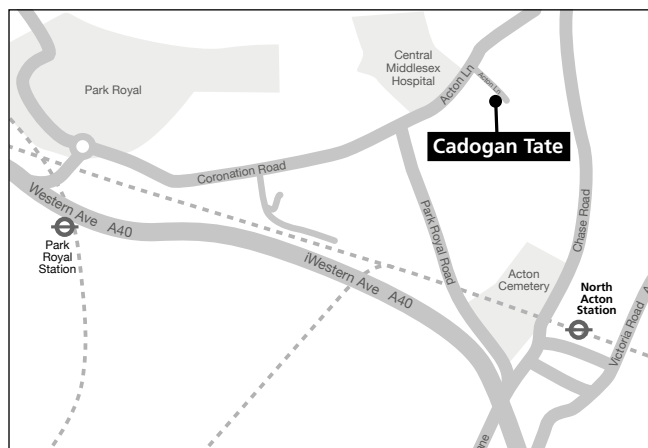
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1 AR

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

Arrangement

signed and dated 'John Tunnard/40' (lower right); further signed and inscribed 'JOHN TUNNARD/ARRANGEMENT/10 guineas/0.37' (verso)

oil and gesso on board

19.4 x 22.2 cm. (7 6/8 x 8 3/4 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Purchased at the 1940 London Group exhibition

Private Collection

Olive Sampson, thence by descent to

Jennifer Clause, 1977, from whom acquired by the present owner in 1997

Private Collection, U.K.

Exhibited

The London Group, 1940, cat.no.46

Literature

Alan Peat & Brian A. Whitton, *John Tunnard, His Life and Work*, Scholar Press, Aldershot, 1997, p.152, cat.no.168

We are grateful to Brian Whitton for his assistance in cataloguing this lot.



2 AR

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

Abstract composition

signed and dated 'John S Tunnard/1963' (lower left)

wash, gouache and pencil

38.3 x 56 cm. (15 1/8 x 22 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

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

The title of this work is thought to be *Signal* which is listed in *John Tunnard, His Life and Work* (Alan Peat & Brian A. Whitton, Scolar Press, Aldershot, 1997, p.186, cat.no.820). The present work is detailed as 'with rays' in the artists ledger.

We are grateful to Brian Whitton for his assistance in cataloguing this lot.





3 AR

ALAN REYNOLDS (1926-2014)

The Hillock at Dusk
signed and dated 'Reynolds/55' (lower left)
watercolour and gouache
51.8 x 30.4 cm. (20 3/8 x 12 in.)

£5,000 - 8,000

€5,700 - 9,100

US\$6,600 - 11,000

Provenance

Miss Shirley Thicman, where acquired at the 1956 exhibition
and thence by descent
Private Collection, U.K.

Exhibited

London, The Leicester Galleries, *Artists of Fame & Promise II*, 23
August-22 September 1956, cat.no.38



4 AR

COLIN MIDDLETON R.H.A. (1910-1983)

Untitled

oil and pencil on board

58.4 x 58.1 cm. (23 x 22 7/8 in.)

Painted in 1983

£6,000 - 8,000

€6,800 - 9,100

US\$7,900 - 11,000

Provenance

Kate Middleton, 1985

With Tom Caldwell Galleries, Dublin, 22 June 1999

Private Collection, Ireland

5 AR

JOHN MINTON (1917-1957)

Children of the Gorbals

signed, inscribed and dated 'to Alan/From John Minton/1956' (upper right)

pen and ink

24.7 x 36.8 cm. (9 3/4 x 14 1/2 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Sir Alan Bates C.B.E. (1934-2003) and thence by family descent
Private Collection, U.K.

The present work hung in Sir Alan Bates' house in St John's Wood, London. The date that the drawing was given to Bates (1956) is the year in which Bates made his West End debut as Cliff in the breakthrough play 'Look Back in Anger' at the Royal Court Theatre. This coincided with John Minton producing set designs at the Royal Court and the actor and artist became friends.

The pen and ink drawing forms a body of work by Minton depicting the buildings and people of the Gorbals area of Glasgow. A fully worked watercolour version of this study is in the Northampton Town and County Art Society Collection.



6 AR

JOHN ARMSTRONG (1893-1973)

Can Spring Be Far Behind
signed with initials 'JA' (lower left)
tempera on thick card
54.1 x 34.2 cm. (21 1/4 x 13 1/2 in.)
Painted circa 1943

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 66,000

Provenance

Private Collection, U.K., since the 1990s

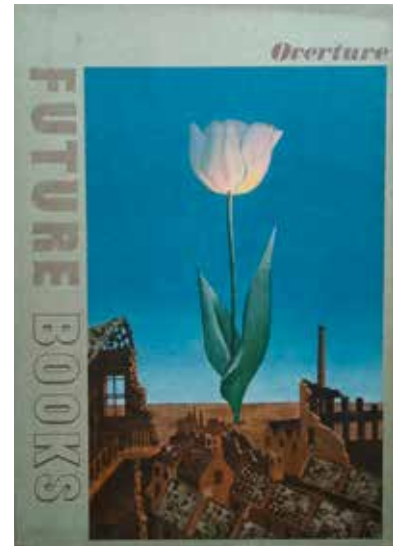


Fig.1

John Armstrong was appointed an Official War Artist in 1940 and tasked by the War Artist's Advisory Committee under the chairmanship of Sir Kenneth Clark to 'undertake some work' in recording 'the various aspects of the war' (Andrew Lambirth, *John Armstrong, The Paintings*, Philip Wilson Publishers, London, 2009, p.175). It is hardly surprising that his first commissions recorded dilapidated and bombed out buildings under the title of *Debris and Demolition*, given that even prior to conflict Armstrong had begun a prescient series of works based around ruins (exhibited at the Lefevre Gallery in 1938), for which his experience as a theatre and film set designer ably equipped him. Perhaps this can be attributed to artistic foresight or a sense of foreboding at the political climate unravelling on the continent from a man who had served as an Officer in the Cavalry and the Royal Field Artillery during the First World War. Either way, it marked a natural progression from overtly political works such *Pro Patria* (1938, Imperial War Museum), whose title had referenced Mussolini's ubiquitous slogan and the rise of Fascist propaganda.

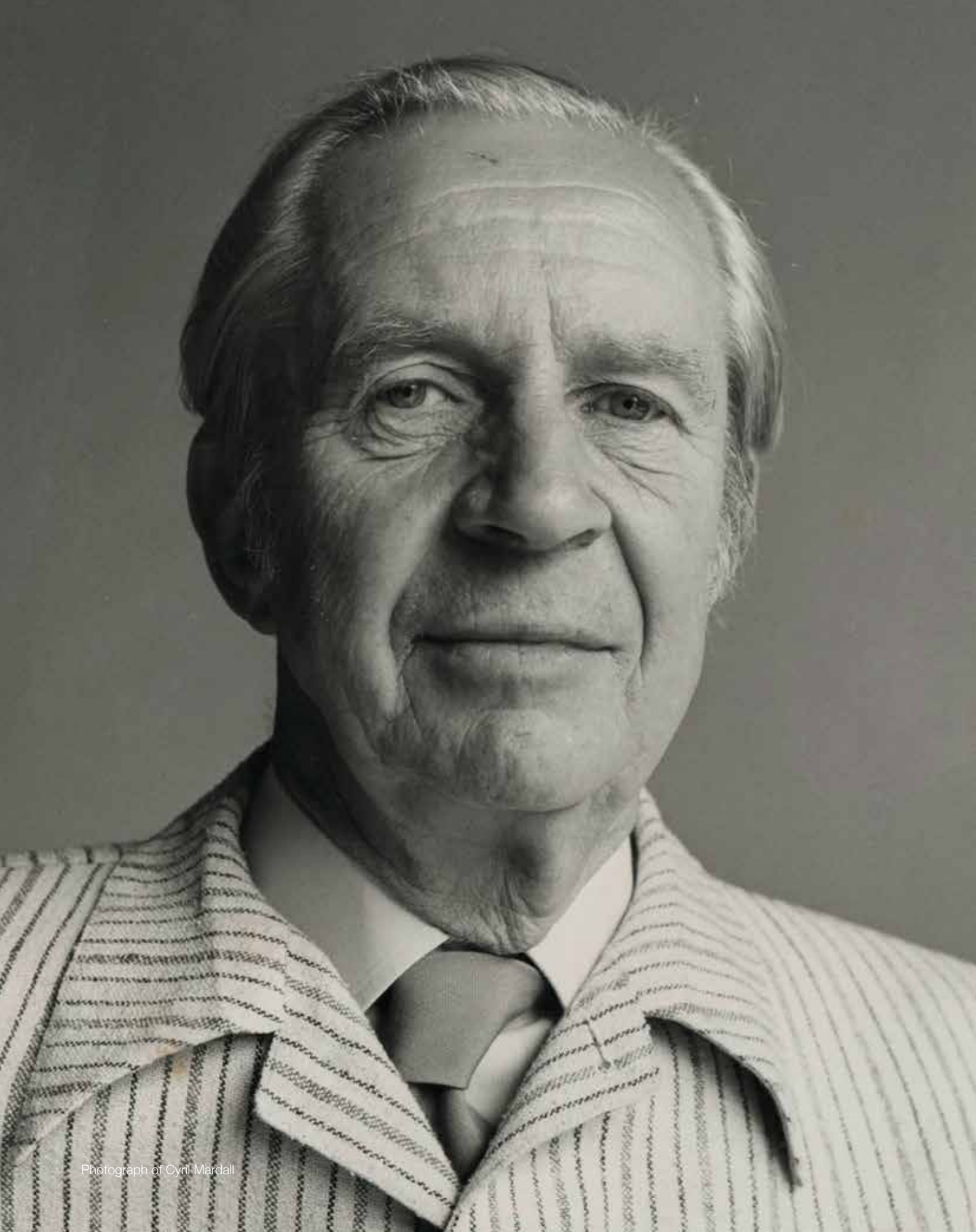
Armstrong's enthusiasm to contribute to the war effort was clear and he stated that 'I am ready to go anywhere in the country at the request of the Ministry to paint the results of air raids if they occur'. However, with regards to his initial subject matter, he wrote in September 1940 that 'I am painting ruins for the Home Office but find it a distasteful subject at the moment' (Loc.Cit., p.175). Nonetheless, a group of important works emerged that year including *The Elms* (Bristol City Museum and Art Gallery), *A Farm in Wales* (National Museum of Wales, Cardiff) and *Coggeshall Church, Essex* (Tate Britain). The *Debris and Demolition* series was not limited to ruined buildings and in *September 1940* (Manchester Art Gallery), the artist depicts a group of crashed German aircraft strewn across a beach, their twisted fuselages and broken bodies decomposing as if left by the tide in the shadow of Britain's emblematic White Cliffs. This and later aerial examples such as *Jet Plane Graveyard* (1942, RAF Museum, Hendon) bear similarity to the work of his friend Paul Nash who also visited the aircraft dump at Cowley, Oxford, to complete the seminal *Totes Meer* (1941, Tate Britain).

Where Armstrong differed from his fellow War Artist's such as Nash, Piper, Moore and Sutherland, was in his ability to bring the theme of renewal and hope to his imagery, evoked through an appreciation of Symbolism and Surrealism. This first emerges in *The Tulip* (1940, Private Collection), a small yet perfectly formed tempera composition depicting a singular flower rising to full bloom from a cluster of ruins and precisely dated 28 May 1940, the eve of Dunkirk. *Can Spring Be Far Behind*, a quotation taken from Shelley's *Ode to the West Wind*, also dates to 1940 and was originally intended to be a propaganda poster had Churchill not deemed it too dramatic in effect for a nation weathering the Blitz. Armstrong was of course very familiar with poster design having been commissioned by Jack Beddington, publicity manager for Shell Max and BP, to produce a group of works for them through the 1930s. Despite Churchill's reservations, the powerful image became one of the artist's most widely used and recognised with a number of subtly differing versions now known to exist, including the present lot. Fittingly, the Imperial War Museum hold an example in gouache and another was used as the front cover of the first volume of Future Books (Fig.1), the iconic contemporary text about progress in life, trade and culture immediately after the War in 1945. A further version, considered an initial study, was created with a differing background horizon to the others of rolling hills and remains the auction record for the artist.

Can Spring Be Far Behind offers an incredibly poignant emblem of hope in dark times as 'a single tulip blooms amidst the urban rubble, completely out of proportion to its surroundings, but perfectly judged in terms of the painting it dominates and the meaning it aims to project' (Op.Cit., p.74). The symbol of beauty and regeneration emanating from the present work affirms Armstrong as one of the most positive and visionary of War Artists. The use of tempera allows for vivid colour, which further enhances the sense of inherent optimism and the horizontal fine line brushwork in the sky is distinctive of the period whilst also being reminiscent of his friend and contemporary Edward Wadsworth (see Lot 7). *Can Spring Be Far Behind* is presented in an original Alfred Stiles Ltd frame, as was favoured by the artist at this time, with archival research dating this to 1943.

We are grateful to Jonathan Gibbs for his assistance in cataloguing this lot.





Photograph of Cyril Mardall

The Architect's Choice: Property from the Distinguished Collection of the Late Cyril & June Mardall

Cyril Sjöström was born in 1909 in Helsinki, Finland, the only child of Phyllis Sjöström (née Mardall) an English opera singer, and Einar Sjöström an architect. Cyril lost his father suddenly in his teenage years and with his mother he returned to England and chose to follow in Einar's footsteps by studying architecture. He received a scholarship to the Architectural Association in Bedford Square, latterly taking up a teaching position there before moving into private practice. The family retained an island house on the Finnish Archipelago. At a young age Cyril, a passionate sailor 'sailed before the mast', made the fortnight long voyage between the two countries several times, crewing large ships and would retain ties to the country for the remainder of his life. When in England, he took his mother's maiden name, Mardall, for ease and in 1944 met another young architect named June Park.

Born Hilary June Park in London in 1920, June (as she was known) was the only child of famed photographers Bertram Park and Yvonne Gregory. June had also enrolled at the Architectural Association in 1938 and, following graduation, she worked for the architect Edward Mills for a short period before setting out on her own in 1945. The couple married in early 1947 and a year later June designed and built a family home on a plot in Highgate's country lane Fitzroy Park, overlooking uninterrupted views that Johan Constable would have painted overlooking Kenwood and towards Hampstead. June became a well-regarded architectural author penning several books under her maiden name including *Houses and Bungalows* (1958) and *Houses for Today* (1968) which were widely used by architectural students.

During the war, Cyril employed both his knowledge of sailing and linguistics, by working naval intelligence. However, in 1944 Cyril left MI6 and along with F.R.S. Yorke and Eugene Rosenberg founded the firm Yorke Rosenberg Mardall, known affectionally as YRM. The firm began to undertake commissions by the following year and success followed rapidly. With a design approach following that of international Modernist architecture of the 1920s and 30s, particularly Le Corbusier (1887-1965), the firm's core values were the importance of the social requirements of their commissions, a strong sense of visual order and perhaps most importantly a collaborative approach between the architect and other disciplines.

YRM were amongst a small number of post-war architects to consider fine arts a fundamental component to civic space. Within their projects, they collaborated with a broad range of artists to create site specific works to enrich the experience of the everyday user. Not only did this patronage provide vital support and exposure for the artist's involved, but also resulted in some truly significant artworks. Amongst the many artists associated with YRM projects were Henry Moore, Victor Pasmore, Patrick Heron, Bernard Cohen, William Pye, Naum Gabo, Robyn Denny, F.E. McWilliam, Paul Feiler, William Scott, Albert Irvin and Reg Butler.

YRM's commissions throughout the 1940s, 50s and 60s include notable educational buildings such as Leeds Central College and the University of Warwick; hospitals such as Crawley, St Thomas, London, John Radcliffe, Oxford and Altnagelvin, Londonderry; airport buildings in Kuwait, Newcastle and Luton and residential projects as well as the Finnish Church in London and Manchester magistrates' court. Perhaps the most celebrated of the YRM commissions was the re-design in 1955 and extension in 1988 of Gatwick Airport.

By 1950 Cyril and June had both the means and desire to extend their Highgate house. Within her anthology of 1960s domestic Modernist architecture June recalled that Highgate 'was built in anticipation of having a family, and was a fine, simple product of its era, bravely combatting the lack of materials and restrictions on size by good proportions and shapes, with a lot of precious permitted square-footage given over to the most important part of the house, the living room' (June Park, *Houses for Today*, Batsford, London, 1971). The house was both widely admired and published. It reflected the clean Scandinavian designs of the time.

Much like the Sir Herbert Read dubbed 'gentle nest of artists' of 1930s Hampstead, the Mardall home at Highgate would prove to become a centre for the creative cognoscenti of the 50s and 60s. Visitors almost certainly included Yehudi Menuhin, Sir Frederick Gibberd, Sam Wanamaker, Jacob and Lisa Bronowski, Ove Arup, Clifford Curzon, Ben Read, Erno Goldfinger, Brian Epstein, Sir William Whitfield and many other designers, architects, artist, collectors and his contemporaries. At riotous gin and sherry parties new ideas would be exchanged.

The new space also allowed Cyril to indulge his developing passion of art collecting. Working a short stroll from the west-end he frequently visited galleries during his lunch hours and developed a keen eye for both painting and sculpture, making regular acquisitions throughout the 1950s and 60s. His focus was naturally drawn to post-war sculpture and he befriended many of the artists represented in the collection. Indeed, many would latterly be selected for YRM projects. Cyril retired from YRM in 1976 and the couple enjoyed their retirement with frequent sailing trips upon their self-designed yacht. Cyril died in 1994, survived by June who passed away in early 2018.

EDWARD WADSWORTH (1889-1949)

Conche and Bowsprit
signed and dated 'Edward Wadsworth 1926' (lower left)
tempera on gesso prepared panel
53.3 x 38.1 cm. (21 x 15 in.)

£40,000 - 60,000

€46,000 - 68,000

US\$53,000 - 79,000

Provenance

Yvonne Gregory (1889-1970), thence by descent to
June Mardall (née Park)
Cyril and June Mardall

Exhibited

Paris, Galerie Barbazanges, February 1927, cat.no.9
Amsterdam, Stedelijk Gallery, May-June 1927
London, Arthur Tooth & Sons, *Tempera Paintings by Edward Wadsworth*, 23 May-8 June 1929, cat.no.26
London, Colnaghi & Co., *Paintings, Drawings and Prints*, 16 July-16 August 1974, cat.no.51

Literature

Barbara Wadsworth, *Edward Wadsworth, A Painter's Life*, Michael Russell, Wiltshire, 1989, cat.no.W/A82 (listed as 'Conche and Bowsprit/Blue Horizon or Shells')
Jonathan Black, *Edward Wadsworth: Form, Feeling and Calculation, The Complete Paintings and Drawings*, Philip Wilson Publishers, London, 2005, p.179, cat.no.232 (ill.b&w)

During the Spring and Summer of 1923 Edward Wadsworth and his wife, along with the chauffeur, Alfred 'Nobby' Clarke, spent their holiday touring France and Italy. Part of this journey saw them visiting towns and harbours in the south of France, including St. Tropez and Marseilles. As Jonathan Black notes of their time in St. Tropez, this was three or four years ahead of writers such as F. Scott Fitzgerald and Somerset Maugham and the artists Picasso and Raoul Dufy gravitating there, among many others. He comments, 'In many ways, Wadsworth and his wife were very much a part of this vanguard of avant-garde figures seeking the summer sun along the hitherto neglected coast of the south of France' (Jonathan Black, *Edward Wadsworth, Form, Feeling and Calculation, The Complete Paintings and Drawings*, Philip Wilson Publishers, London, 2005, p.56). During this extended excursion along the Provençal coastline Wadsworth collected, from both the beaches and the ships' chandlers' shops, a variety of large and exotic looking shells. Three of these, the Pacific Triton, Indian bear's paw clam and murex (the 'conches' of the title), are used as the primary subject of the present work. The first of these is located on the left, mounted on a blue geometric plinth, the clam is positioned in the foreground and the latter is tucked in just behind it, standing upright. All of them are incredibly beautiful objects with intricate patterning and subtle colouring which greatly appealed to Wadsworth. Barbara Wadsworth offers insightful detail regarding these marine creatures in her biography:

'Now it happens that the Pacific Triton can measure anything from eight to sixteen inches in length – Edward's specimen was in fact eleven and a half inches by five and a half, which is roughly four times as large as similar shells found around the British Isles. The Indian bear's paw clam can be well over six inches and the murex of a corresponding size. It was the Triton and the clam that were given so many star roles to play, both having so provocative a diversity of shape, and he also used the lettered cone and other variations of this species. Occasionally he reduced or augmented slightly the measurements of the shells according to the necessities of a composition and the size of its panel, but in the main their proportions were accurately conveyed (Barbara Wadsworth, *Edward Wadsworth, A Painter's life*, Michael Russell Publishing, Salisbury, 1989, p.146).

She also observed, 'Many have played a role of secondary importance in paintings of the past, but for Edward they were so significant and exciting in form as to justify their employment as portrait subjects in themselves (*Op. cit.* p.145).

Behind the shells, on the left-hand side, is the 'bowsprit' of the title, a spar running out from a ship's bow, to which the forestays are fastened. Of this, Jonathan Black has remarked the sculptural quality of the folded sails recall Wadsworth's interest circa 1924-26 in hanging drapery of drying washing in the narrow side alleys of the port city of Marseilles; *Rue Fontaine de Calyus, Marseilles* of 1924 (Leicester City Museum Service) and *Rue Bompard, Marseilles* of 1925 (private collection) are particularly impressive and relevant. His interest in depicting ships during this time was acute. The same year as *Conche and Bowsprit* was painted Wadsworth executed a series of copper plate engravings for a book, titled *Sailing Ships of the Western Mediterranean*.

It is interesting to consider contemporaneous reviews of Wadsworth's paintings from the late 1920s, which drew comparisons with the Baroque and Rococo aesthetic, albeit with a modernist angle. Jonathan Black neatly sums this up:

'A baroque or rococo element was also observed in the meticulously detailed and impressively sized shells that dominate many of the still lifes Wadsworth exhibited in November 1926 such as *Coquillages*, 1926 [The Whitworth Art Gallery, The University of Manchester], *Fruits de Mer*, 1926 [Stedelijk Museum, Amsterdam] and *Conche and Bowsprit*, 1926 [the present work]. Indeed, these works were identified by many critics as a welcome development in Wadsworth's aesthetic. *Apollo*, for example, described his still lifes as "statements... as clean and exact as a shell-case" enlivened by the artist evidently revelling in the "exotic shapes" of the shells "for the sheer delight of rhythm". Furthermore, the still lifes admirably demonstrated both his "extraordinary sense of design" [and] exquisite sense of colour" as well as his being "... the most severely intellectual and also the most characteristically English of the advanced moderns" (Jonathan Black, *Edward Wadsworth, Form, Feeling and Calculation, The Complete Paintings and Drawings*, Philip Wilson Publishers, London, 2005, pp.62 & 65).

Following the exhibition which *Conche and Bowsprit* appeared in during 1927, in Paris at Galerie Barbazanges (see exhibition history above), French critics described Wadsworth as an 'English Surrealist', perhaps the first English artist to be labelled as such, two to three years prior to Paul Nash, for example.





June outside the Mardall family home, Highgate

8 AR

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

Wall Relief: Maquette No.3

signed 'Moore' (upper left edge)

bronze with a brown patina

33.3 x 48.5 cm. (13 1/8 x 19 1/8 in.) (excluding the mount)

Conceived in 1955

£18,000 - 25,000

€21,000 - 29,000

US\$24,000 - 33,000

Provenance

Cyril and June Mardall

Literature

Alan Bowness (ed.), *Henry Moore: Volume 3, Complete Sculpture 1955-1964*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 1986, p.18, cat.no.367 (ill.b&w, another cast)



9 AR

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

Assassins II

signed and numbered 'Frink/8/8' (on the base)

bronze with a brown patina

52.1 cm. (20 1/2 in.) high (including the base)

Conceived in 1963

£25,000 - 35,000

€29,000 - 40,000

US\$33,000 - 46,000

Provenance

Cyril and June Mardall

Exhibited

London, Waddington Galleries, *Elisabeth Frink: Sculpture and Prints and Drawings from Chaucer*, 11 October-4 November 1972 (another cast)

London, Royal Academy of Arts, *Elisabeth Frink: Sculpture and Drawings 1952-1984*, 8 February-24 March 1985, cat.no.29 (another cast)

Washington, The National Museum for Women in the Arts, *Elisabeth Frink: Sculpture and Drawings 1950-1990*, 1990 (another cast)

Dorset, Bournemouth University, *Elisabeth Frink: This Fleeting World*, 2010-11 (another cast)

Literature

Jill Willder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*, Salisbury, 1984, p.158, cat.no.105, (ill.b&w., another cast)

Edwin Mullins, *The Art of Elisabeth Frink*, Lund Humphries, London, 1972, illustrated fig.50 (another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries in association with the Frink Estate and Beaux Arts, London, 2013, p.90, cat.no.FCR129 (col.ill., another cast)

Since her student days, the theme of birds and flight had been of prime importance to Frink. To Frink, Flight not only alluded to post-war optimism but was also a metaphor for human ambition and the struggle to overcome human limitations. In November 1963 this post-war optimism was shattered when J.F. Kennedy was assassinated. Frink said she 'found it fascinating....It's interesting how things in the news, and things that you had seen, feed into the sculptures, and yet the sculptures form a kind of story of their own, it's as though they follow their own path as well' (quoted in National Life Story Collection, Artists' Lives Dame Elisabeth Frink, interviewed by Sarah Kent).

Frink only produced two groups of *Assassins*, shortly after the murder of J.F.K., but in them she explored and redefined many of the themes prevalent in her sculptures of man. The bird-like quality of the *Assassins*, with their elongated, spindly legs and half formed wings, suggests the possibility of flight, and yet there is no way they could possibly fly since they are physically stunted. The fusion of their heads and bodies to their armour or uniform also suggests these men are not free; they are bound to their jobs and their duty, even if it is to carry out a merciless murder. And yet, despite the helmets or hoods which mask their identity, Frink imbues them with a certain pathos which suggests they are conscious of their actions and their moral responsibilities. In *Assassins*, Frink explores the darker side of human ambition and the desire for power. As Sarah Kent has commented, 'Frink makes no distinction between one form of murder and another. These sculptures assert that there can be no excuses for cruelty - no 'just' wars.' (Jill Willder, *Elisabeth Frink Sculpture, Catalogue Raisonné*, Harpvaile, London, 1984, p.60).



10 AR

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

Head

signed and numbered 'Frink 3/6' (at the base of the neck)

bronze with a brown patina and polished goggles

50.8 cm. (20 in.) high

Conceived in 1967

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 200,000

Provenance

Cyril and June Mardall

Exhibited

London, Waddington Galleries, *Elisabeth Frink: Recent Sculpture*, 1967 (another cast)

Royal Scottish Academy, 152nd Annual Exhibition, 22 April-30 July 1978, cat.no.21 (another cast)

Dorchester, Dorset County Museum, *Elisabeth Frink: Sculpture and Drawings*, 17 July-18 September 1982 (another cast)

London, Royal Academy of Arts, *Elisabeth Frink: Sculpture and Drawings 1952-1984*, 8 February-24 March 1985 (another cast)

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

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

Literature

Jill Willder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*, Salisbury, 1984, p.172, cat.no.168, (ill.b&w., another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.110, cat. no.FCR194 (col.ill., another cast)

Frink moved to the South of France in 1967, the same year the present work was conceived. It was here that over a two year period she embarked on a series of these so-called 'Goggle heads'. At the time, the Algerian war had only just ended and as an active supporter of Amnesty International, Frink found fighting and the horrors of war deeply moving. She had seen photographs in the local press of Moroccan General Mohamed Oufkir in his trademark dark glasses and later attributed the origin of her spectacled heads to this. She had explored the theme of the male head previously through her soldiers and warriors but the highly polished glasses of the goggle heads lend a certain inscrutability by obscuring the eyes, a sense that is reinforced by the oversized scale.





The present lot hanging in the Mardall family home, Holland Park

11 AR

IVON HITCHENS (1893-1979)

Single Dahlia

signed 'Ivon Hitchens' (lower left)

oil on canvas

51.7 x 76.2 cm. (20 3/8 x 30 in.)

Painted circa 1952

£40,000 - 60,000

€46,000 - 68,000

US\$53,000 - 79,000

Provenance

With The Leicester Galleries, London, 1952, where acquired by Cyril and June Mardall

Exhibited

London, The Leicester Galleries, *Paintings from 1940-1952*, June 1952 (as *Spring Dahlia*)

We are grateful to Peter Khoroché for his assistance in cataloguing this lot.



12 AR

FREDERICK EDWARD MCWILLIAM (1909-1992)

Women of Belfast 3 (Women of Belfast I)

signed with initials and numbered 'MCW 3/5' (underneath)

bronze with a brown patina

18 cm. (7 1/8 in.) long

Conceived in 1971

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 16,000

Provenance

Cyril and June Mardall

Exhibited

London, Waddington Galleries, *Woman of Belfast: New Bronzes by*

F.E. McWilliam, October-November 1973 (another cast)

Belfast, McClelland Galleries International, *Woman of Belfast: New*

Bronzes by F.E. McWilliam, 1972-73, November 1973, cat.no.3

(another cast)

Literature

Denise Ferran & Valerie Holman, *The Sculpture of F.E. McWilliam*, Lund

Humphries in association with the Henry Moore Foundation, Farnham,

2012, p.155, cat.no.379

The *Women of Belfast* series show the artist responding to the violent outbreak of the troubles in Northern Ireland. They are wrought in jagged, roughly textured bronze and show women in dishevelment, being flung from the force of bomb explosions. Many are shown with flailing limbs or being thrown through the air but here the figure is seated and still, braced with one arm steadying her and the other raised to protect her face.





The Mardall family home in Highgate, with the present lot positioned on top of the grand piano

13^{AR}

REG BUTLER (1913-1981)

Summer

signed with monogram, numbered '5/8' and stamped with a Susse foundry stamp (on the base)

bronze with a golden patina

54.6 cm. (21 1/2 in.) high (including the base)

Conceived in 1955-6 and cast in 1956

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 26,000

Provenance

Cyril and June Mardall

Exhibited

London, Hanover Gallery, *Reg Butler*, May-June 1957, cat.no.24 (another cast)

New York, Pierre Matisse, *Reg Butler: Sculpture & Drawings, 1954 to 1958*, February 1959, cat.no.7 (another cast)

Kentucky, J.B. Speed Art Museum, *Reg Butler: A Retrospective Exhibition*, 22 October-1 December 1963, cat.65 (another cast)

Literature

Margaret Garlake, *The Sculpture of Reg Butler*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham and Aldershot, 2006, p.146, cat.no.164 (ill.b&w, another cast)





The present lot in Scott's studio at Hallatrow, 1956, Photo by James Scott
 © 1956 James Scott

14 AR

WILLIAM SCOTT R.A. (1913-1989)

Still Life with Fish

signed 'W.SCOTT' (verso)

oil on board

77.5 x 100.8 cm. (30 1/2 x 39 5/8 in.)

Painted in 1955

£150,000 - 250,000

€170,000 - 290,000

US\$200,000 - 330,000

Provenance

With Hanover Gallery, London, 1963, where acquired by
 Cyril and June Mardall

Literature

Mervyn Levy, *William Scott's Circle and Square*, Studio, vol. 164,
 no.832, August 1962, p.49 (ill.b&w)

Alan Bowness, *William Scott: Paintings, Drawings and Gouaches
 1938-1971*, Exhibition Catalogue, Tate Gallery, London, 1972, p.73
 (ill.b&w)

Sarah Whitfield, *William Scott, Catalogue Raisonné of Oil Paintings
 1952-1959 Volume 2*, Thames & Hudson, London, in association with
 the William Scott Foundation, 2013, p.125, cat.no.270 (col.ill & ill.b&w)

'William Scott was the first British painter of significance to get to know the new heroes of American painting, as well as some of its less prominent contributors.'

- Norbert Lynton



The mid-1950s was a significant time for William Scott's career. In 1953 he was given his first solo exhibition at the Hanover Gallery in London, and twelve of his paintings travelled to Brazil for the prestigious São Paulo Biennial. This was also the year he visited New York for the first time (following a stint of teaching modern art at Banff School of Fine Arts in Alberta, Canada), and was introduced to the renowned art dealer Martha Jackson by Andrew Ritchie, the Director of MoMA New York, who had seen his Hanover Gallery show. Whilst his stay in New York was not a lengthy one, just under one week, through Jackson he met Mark Rothko and Jackson Pollock among others, and was exposed to the work of Willem de Kooning at his makeshift studio on Long Island. Commenting on this time, William Scott remarked much later in 1972:

'My experience in America gave me a determination to re-paint much that I had left unfinished in terms of the symbolic still life. With the example of Ben Nicholson, whom I much admired, there was no reason for me to be devoted solely to abstraction and I embarked on a process of rediscovery.' (William Scott, quoted in Sarah Whitfield, *William Scott*, Tate Publishing, London 2013, p.43).

William Scott's painting not only captured the eye of Martha Jackson in New York, the Director of the Solomon R. Guggenheim Museum, James Johnson Sweeney, also evidently admired his work. In his December 1953 exhibition, *Younger European Painters*, William Scott was the only British representative. A year later, Scott's work appeared alongside Barbara Hepworth sculptures and Francis Bacon paintings in a joint show Martha Jackson staged, titled *Three British Artists*. The year *Still Life with Fish* was painted, 1955, proved even more significant for Scott. Four of his canvases - three of which were on a new, much larger scale, drawing on his recent exposure to Contemporary American art - were exhibited in *The New Decade* show at MoMA New York. Like the present painting, two of these impressive still life works showed a keen interest in firm horizontal divisions, an austere palette and flatness of the picture surface. They lean to varying degrees towards abstraction whilst still retaining recognisable objects: cooking utensils, a fish fryer, saucepans and bowls. Each have in common Scott's penchant for tilting the surface of the table top upwards, cleverly distorting the perspective, a device which he was known to have admired in Cézanne's still life subjects. In Scott's *Still Life with Fish* the gleaming white saucepan lid on the right hand side echoes the angle of the table top, so that we see the whole of its upper surface.

The passion William Scott held for still life can be traced back to some of his earliest recorded works such as *Still Life No. 1*, dated 1935 (sold in these rooms on 15 June 2004, lot 61). His admiration for the French Old Master, Jean Baptiste Simeon Chardin (1699-1779), began during his time spent at the Royal Academy Schools in the early 1930s under the directorship of Sir Walter Russell, a man keen to instil firm academic principles in his students. Like Chardin's 1728 masterpiece, *The Ray*, in the Louvre, *Still Life with Fish* is divided into three distinct horizontal elements and employs the device of resting a fish over the front edge of the table so that it protrudes towards us. Lighting was also fundamental to Chardin, and in the Mardall William Scott the natural colour of the bare board has been used to great effect, illuminating the objects from behind.

In September 1958, three years after *Still Life with Fish* was painted, Cyril Mardall's architecture firm, Yorke Rosenberg and Mardall commissioned William Scott to design and complete an ambitious mural for the entrance hall at Altnagelvin Hospital in Londonderry, Northern Ireland (where Scott spent the majority of his childhood). It was finished in 1961 and unveiled at the Tate Gallery prior to instalment. During these three years, it occupied much of Scott's time and in August of 1959 he was known to have discussed murals with Mark Rothko when the American visited his Somerset home with his family. Norbert Lynton comments on this very personal project:

'William Scott had not previously undertaken a large public art work. Contemporary debate on the subject of art in relation to architecture will have added to his self-consciousness, whilst also tempting him to accept the invitation. Working for a public utility also implied working for ordinary people - staff, patients and patients' visitors - instead of for the art market, and this certainly appealed to him' (Norbert Lynton, *William Scott*, Thames & Hudson, London, 2004, p.224).

The Catalogue Raisonné entry for Mardall's *Still Life with Fish* makes a number of interesting observations regarding the painting:

'Undated, it can be ascribed to 1955. The composition is close to that of *Fish and Frying Basket* (cat.no.269), which was painted in the first half of the year. Given the significance of the inclusion of the fish, the two paintings may have been painted close together. The painting remained in the artist's studio [see fig.1] and was left unsigned. In 1963 it was sold through the Hanover Gallery and was bought by Cyril Mardall, one of the partners in the architectural firm of Yorke Rosenberg and Mardall (see *Altnagelvin Mural*, cat.no.489). At Mardall's request, Scott added his signature to the painting, inscribing it on the back of the hardboard support. The title recorded above is found on a Hanover Gallery label on the verso, together with a date of 1954 which, for reasons stated above, has not been followed. The paint is so thinly applied in some areas that much of the brown towards the top of the painting appears to be mostly the colour of the bare hardboard.' (Ed. Sarah Whitfield, *Vol.2, William Scott, Catalogue Raisonné of Oil Paintings 1952-1959*, Thames & Hudson, London, 2013, p.125).

'William Scott's sons confirm that he liked catching fish as well as eating them, notably mackerel and sardines. On camping holidays in Cornwall and Brittany they recall him frying the fish, with the heads left on in the French manner. When in Enniskillen [his boyhood home town], he enjoyed fishing in the lake, alongside other amateur fishermen. (Norbert Lynton, *William Scott*, Thames & Hudson, London, 2004, p.336).

We are grateful to the William Scott Foundation for their assistance in cataloguing this lot.



VARIOUS PROPERTIES

15 AR

WILLIAM SCOTT R.A. (1913-1989)

Abstract Composition

signed 'W SCOTT' (lower right)

charcoal

63.6 x 77.5 cm. (25 x 30 1/2 in.)

Executed *circa* 1959-60

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

The Artist, from whom acquired by

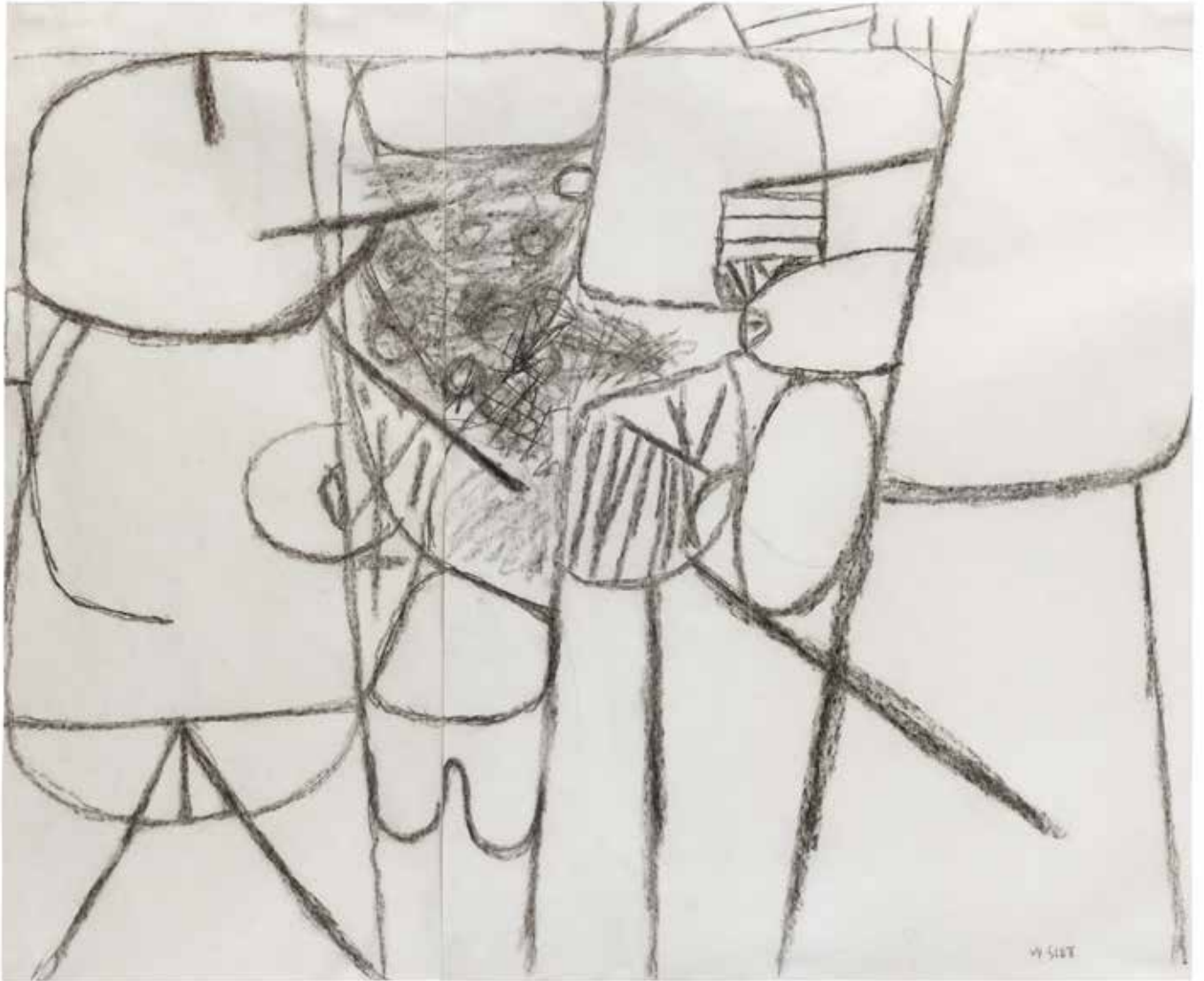
Private Collection, *circa* 1959-60

Their sale; Christie's, London, 26 October 1994, lot 135, where
acquired by the present owner

Private Collection, U.K.

The present work is registered with the William Scott Archive as
no.2326.

We are grateful to the William Scott Foundation for their assistance in
cataloguing this lot.



16 AR

WILLIAM SCOTT R.A. (1913-1989)

Two Forms

signed with initials 'W.S' (upper left) and further signed 'W SCOTT'

(verso)

oil on canvas

35.6 x 40.6 cm. (14 x 16 in.)

Painted in 1964

£25,000 - 35,000

€29,000 - 40,000

US\$33,000 - 46,000

Provenance

With Hanover Gallery, London, 5 February 1965, where acquired by

Robert and Jean Shoenberg, 21 July 1965

Their sale; Christie's, London, 12 December 2008, lot 81

With Clark Art Ltd, Cheshire, 8 November 2012, where acquired by the family of the present owner

Private Collection, U.K.

Literature

Sarah Whitfield, *William Scott, Catalogue Raisonné of Oil Paintings,*

1960-1968 Volume 3, Thames & Hudson, London, 2013, p.197,

cat.no.578 (col.ill.)

The present work is thought to have been painted in the Artist's Berlin studio in 1964.

We are grateful to the William Scott Foundation for their assistance in cataloguing this lot.



17 AR

SANDRA BLOW R.A. (1925-2006)

Composition 1955

signed and dated 'S.Blow '55' (on the canvas overlap)

oil, sand paper and sacking on canvas

62.3 x 85.1 cm. (24 1/2 x 33 1/2 in.)

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 26,000

Provenance

Sale; Sotheby's, London, 21 July 2005, lot 101, where acquired by the present owner

Private Collection, U.K.

The present work is an early formative abstract painting informed by Sandra Blow's romantic friendship with the important post-war Italian artist Alberto Burri (1915-1995), whom she was introduced to by another artist friend, Nicholas Carone upon her arrival in Rome in 1947. In terms of its arrangement, the inclusion of collaged sacking and palette of red and black, *Composition* 1955 is indebted to the *Burri's Saachi* paintings of the early 1950s. Blow comments, 'I think that what really helped me with the formation of what I was doing was the use of material, because I found that materials could speak, in a way, or have a presence, a physical spatial relief effect which also connected me to [Alberto] Burri, who was part of the art born in me in Italy' (Michael Bird, *Sandra Blow*, Lund Humphries, Aldershot, 2005, p.46). However, *Composition* 1955 must not be confused for a pastiche, Blow's inclusion of the grid device across the sacking and the further non-traditional material of cut sand paper demonstrate an individual artist wrestling with her own form of abstraction.





18 AR

IVON HITCHENS (1893-1979)

Figure Among Trees

oil on canvas

55.8 x 61 cm. (22 x 24 in.)

Painted circa 1937

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 16,000

Provenance

Gifted by the Artist's wife to the present owner in the 1980s

Private Collection, U.K.

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

We are grateful to Peter Khoroché for his assistance in cataloguing this lot.



19 AR

IVON HITCHENS (1893-1979)

Nude

oil on canvas

50.8 x 61.2 cm. (20 x 24 in.)

Painted circa 1967

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Gifted by the Artist's wife to the present owner in the 1980s

Private Collection, U.K.

We are grateful to Peter Khoroché for his assistance in cataloguing this lot.



Contemporary photograph of the present lot

20 AR

ROBERT ADAMS (1917-1984)

Seated Figure

oak

29.3 cm. (11 1/2 in.) high (including the wooden base)

Carved in 1947

£18,000 - 25,000

€21,000 - 29,000

US\$24,000 - 33,000

Provenance

The Artist, thence by family descent

Private Collection, U.K.

Exhibited

London, Gimpel Fils, *Robert Adams: Sculpture and Ern Brooks: Drawings*, 25 November 1947-3 January 1948, cat.no.15

Literature

Alastair Grieve, *The Sculpture of Robert Adams*, Henry Moore Foundation in association with Lund Humphries, London, 1992, p.16 (ill.b&w)

Seated Figure is one of twenty sculptures that Adams produced for his first exhibition, staged at Gimpel Fils. Established by brothers Charles and Peter Gimpel in 1946, Robert Adams was amongst the first to enter their stable of artists and he would continue to show with the gallery throughout his life. The exhibition comprised of primarily abstract organic forms, with just a small number of figural carvings. Although as Adams' output developed abstraction would dominate entirely, Alastair Grieve notes that at this date 'any distinction between figurative and abstract is unimportant for what really concerned him from the start was the unity of form, scale, and material and the suggestion of pent-up movement by asymmetric balance' (Alastair Grieve, *The Sculpture of Robert Adams*, Henry Moore Foundation in association with Lund Humphries, London, 1992, p.15).

Until his move to London in 1946 to pursue art full time, Adams resided in the village of Hardingstone, Northamptonshire. By day, he made a living as a tradesman and by night, studied at the nearby Northampton School of Art. Sculpture rapidly developed as his chosen practice, an admirer of Henri Gaudier-Brzeska and Jacob Epstein, he became highly adept especially in wood carving and the nuanced selection of specific grains to suit particular needs. In 1944, to coincide with the occasion of the unveiling of his Northampton *Madonna and Child*, Henry Moore paid a visit to the art school. Adams highly admired the great artist and had prepared a small carving on the same theme to show to Moore. Although the outcome of the visit is not recorded, Adams continued to follow principles studied from Moore's work, and the direct impact is most tangible in these few early figurative works. Indeed, the similarities in pose between *Seated Figure* and Moore's Northampton *Madonna and Child* are readily apparent; the firmly planted feet, rounded knees and curved hips, the low-slung bench and slight turn to the right all owe a debt to Moore's commission.





21* AR

FRANK DOBSON R.A. (1886-1963)

Figure Group (Les Deux Amies)

signed 'Dobson' (on the base)

bronze with a green and brown patina

32.5 cm. (12 3/4 in.) high (including the base)

Conceived in 1938

£25,000 - 35,000

€29,000 - 40,000

US\$33,000 - 46,000

Provenance

Private Collection, U.S.A.

Exhibited

Bristol, Museum and Art Gallery, *Exhibition of Sculpture and Drawings by Frank Dobson*, 28 March-11 April 1940, cat.no.29 (the terracotta, as *The Friends*)

London, Arts Council of Great Britain, *Frank Dobson: Memorial Exhibition*, 22 June-23 July 1966, cat.no.56, (the terracotta, as *The Friends*); this exhibition travelled to Bradford, Bradford City Art Gallery, 6-27 August, Coventry, Herbert Art Gallery, 3-24 September, Gateshead, Shipley Art Gallery, 5-22 October and Portsmouth, Cumberland House Museum, 29 Oct-19 November
Cambridge, Kettle's Yard, *True And Pure Sculpture*, 4 July-9 August 1981, cat.no.70 (the terracotta); this exhibition travelled with The Arts Council of Great Britain to Preston, Harris Museum and Art Gallery, 5 September-3 October, Hull, Ferens Art Gallery, 10 October-8 November and Birmingham, City Museum and Art Gallery, 21 November-3 January 1982

Literature

T.W. Earp, *Britain Today, The Art of Frank Dobson*, no.76, August 1942 (the terracotta)

Francis Waton, *The Connoisseur, Frank Dobson: Four Drawings* January 1963, pl.23 (the terracotta)

Neville Jason & Lisa Thompson-Pharoah, *The Sculpture of Frank Dobson*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham and London, 1994, p.147, cat.no.139 (the terracotta, ill.b&w)





22 AR

BEN NICHOLSON O.M. (1894-1982)

Coffee table top still life
pencil and crayon
35.6 x 51 cm. (14 x 20 in.)
Executed *circa* 1925-30

£7,000 - 10,000

€8,000 - 11,000

US\$9,200 - 13,000

Provenance

The Artist
Winifred Nicholson
Jake Nicholson
David Nicholson
With Caroline Wiseman, where acquired by the present owner
Private Collection, U.K.



23

CHRISTOPHER WOOD (1901-1930)

Costume and stage design, Luna Park

oil and pencil on panel

40.8 x 54.8 cm. (16 x 20 in.)

Painted *circa* 1929-30

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Boris Kochno

His sale; Sotheby's, Monaco, 11 October 1991, lot 11 (verso)

Sale; Bonhams, London, 22 July 1993, lot 55, where acquired by the present owner

Private Collection, U.K.

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

24 AR

WINIFRED NICHOLSON (1893-1981)

Kate in her cradle

oil on canvas

46.3 x 55.3 cm. (18 1/4 x 21 3/4 in.)

Painted *circa* 1929-30

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

The Artist, from whom purchased by the family of the present owner

Thence by descent

Private Collection, U.K.

Exhibited

London, Crane Kalman Gallery, *Two Lyrical Painters - Winifred Nicholson and Mary Newcomb*, 17 May-24 June 2001

Winifred and Ben Nicholson's second child, Kate, was born at Banks Head, Cumberland in 1929. The present work is thought to have been painted in France, when Winifred visited with her family in the spring of 1930.

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



25 AR

SIR WILLIAM COLDSTREAM (1906-1987)

Garden in Falmouth

oil on canvas

45.7 x 35.5 cm. (18 x 14 in.)

Painted in 1977

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 26,000

Provenance

With Anthony d'Offay, London, 1981, where acquired by
Private Collection, U.K.

Exhibited

London, Anthony d'Offay, *William Coldstream*, 20 June-20 July 1984,
cat.no.3 (ill.)

Literature

Peter T.J. Rumley, *William Coldstream*, Sandom & Company, Bristol,
2018, p.130, cat.no.169 (col.ill.)

Painted over a two-week August period *Garden in Falmouth* depicts the view from the front of a house at 7 Florence Place, rented from art historian Tim Holliday. The development of the painting was meticulously recorded with an initial composition abandoned after the first day. The present composition was finalised over a spread of seven mornings, each comprising of one-and-a-half hour sessions.





26 AR

RICHARD EURICH R.A. (1903-1992)

Swiss Landscape

signed and dated 'R.Eurich 71' (lower right); further signed, titled and dated again 'Swiss Landscape. 1971/Richard Eurich' (verso)
oil on board

61 x 61 cm. (24 x 24 in.)

£6,000 - 8,000

€6,800 - 9,100

US\$7,900 - 11,000

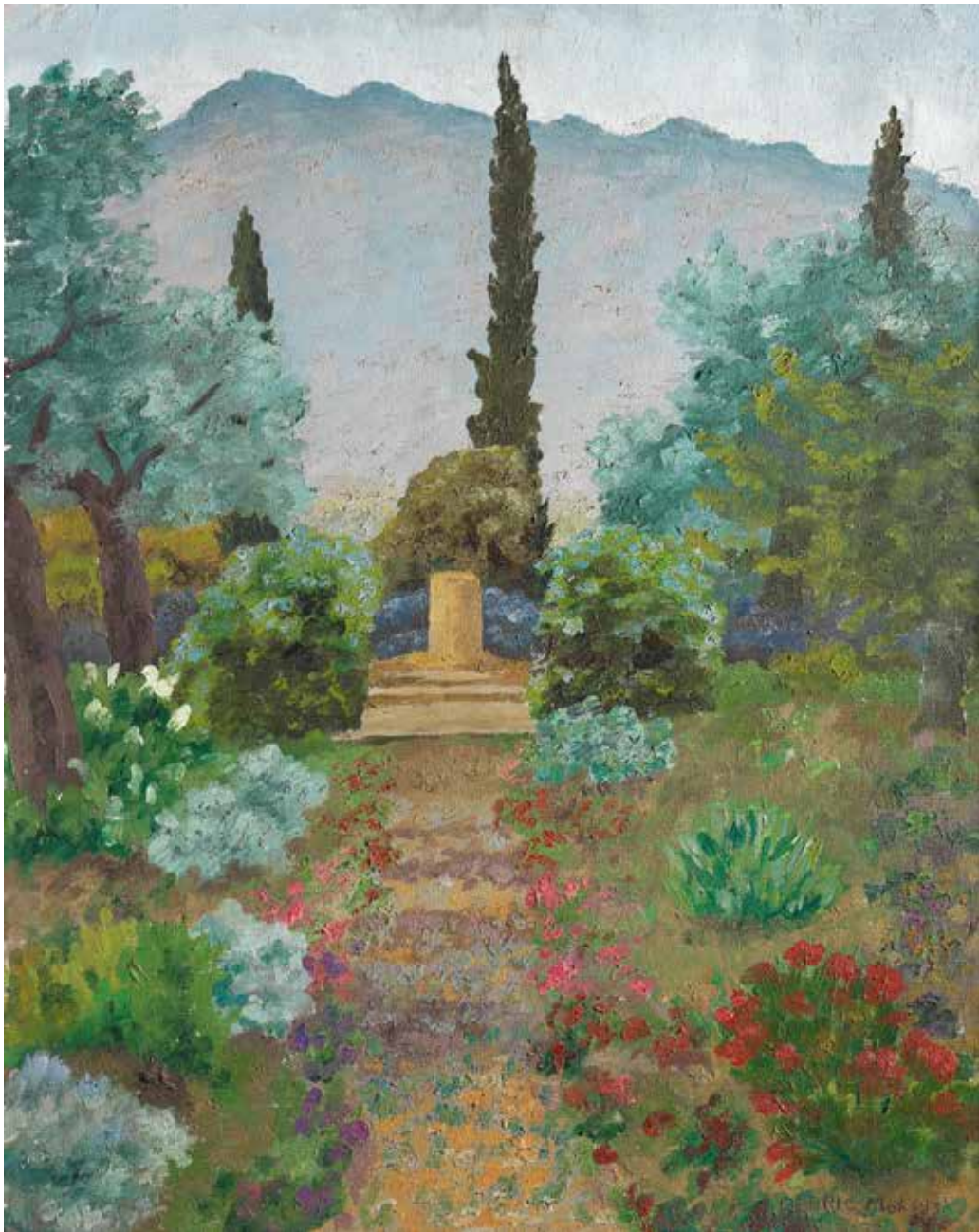
Provenance

The Artist's Estate, from whom acquired by
With Fosse Gallery, Stow-on-the-Wold, where acquired by the present
owner in 2008
Private Collection, U.K.

Exhibited

Stow-on-the-Wold, Fosse Gallery, *The World of Richard Eurich O.B.E., R.A. 1903-1992: A Retrospective*, 8-28 June 2008

In 1969, one of Richard Eurich's daughters went to live with her husband near Zurich in Switzerland and she comments "It was a great event when my parents came out to visit us a couple of years later. My father never travelled if he could help it! However several paintings came of his visit in spite of the landscape being a bit alien to his sensibility. This one and also *Glarner Alp*, which he donated to the school my brother, sister and I attended at one time or another. Also *Mythen Alp* and *The Shroud* (painted a decade later)" (Philippa Bambach in conversation, October 2018).



27 AR

CEDRIC MORRIS (1889-1982)

Cyprus Garden

signed and dated 'CEDRIC MORRIS/3/73' (lower right)

oil on canvas

76.2 x 60.9 cm. (30 X 24 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Sale; Christie's, London, 12 December 1991, lot 201

Michael Lloyd, from whom acquired by the present owner

Private Collection, U.K.

28 AR

CEDRIC MORRIS (1889-1982)

Panel of Flowers

signed and dated 'CEDRIC/MORRIS/29' (lower left)

oil on canvas

61.2 x 50.9 cm. (24 x 20 in.)

Painted in September 1929

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 66,000

Provenance

Sir Rex Cohen (1906-1988) and thence by family descent

Private Collection, U.K.

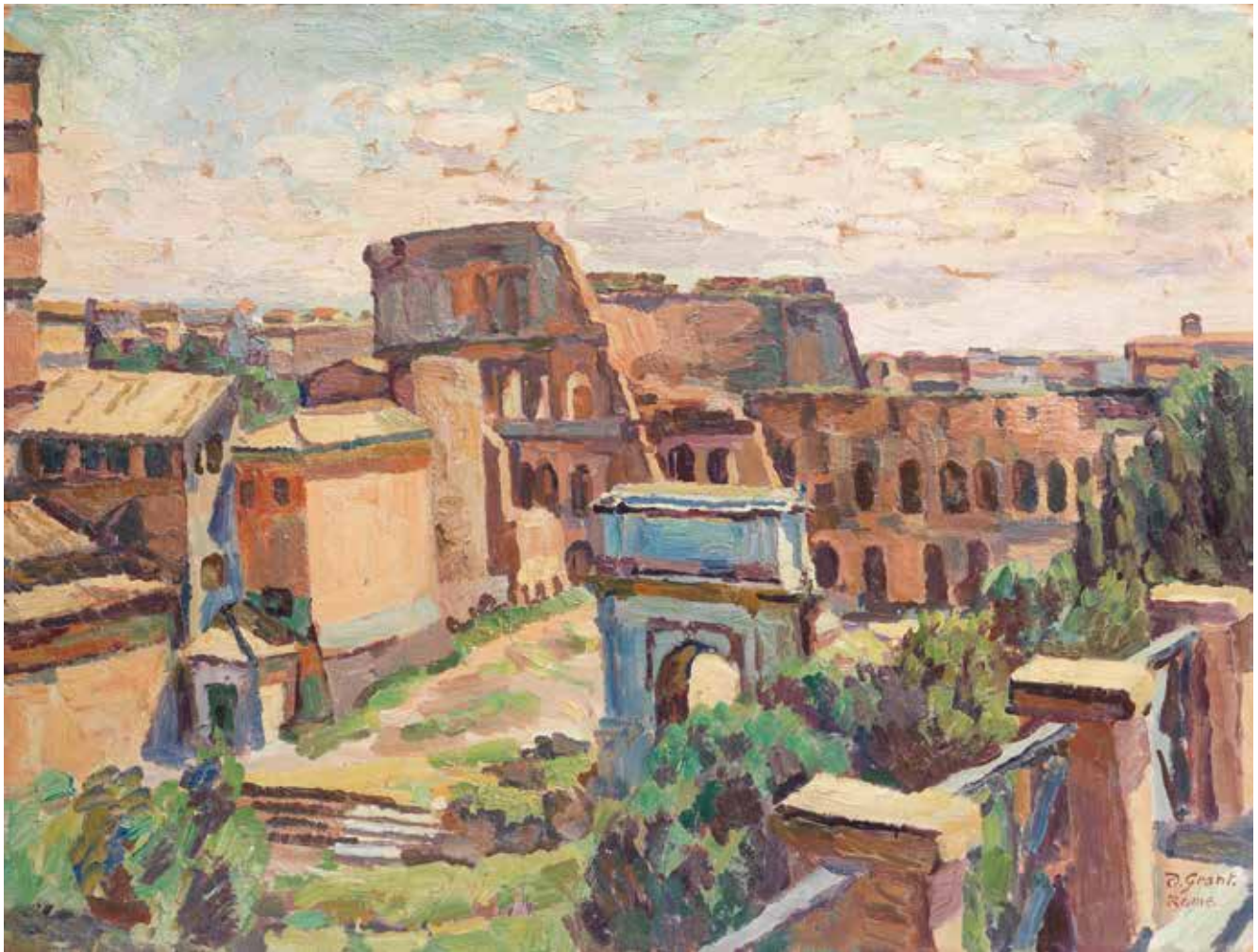
Although a frequent traveller, Cedric Morris spent much of the early 1920s based in Paris and the latter part of the decade working in a studio at 32 Great Ormond Street, London. During these years, the self-taught Morris developed complex surrealist, abstract and portrait practices. He engaged with leading art and society figures of the day, developing friendships as broad as Nancy Cunard and Peggy Guggenheim, Winifred and Ben Nicholson, Christopher Wood and John Banting. He staged his first one-man exhibition in Rome in 1922 and was represented in the British Pavilion of the Venice Biennale in 1928 (and again in 1932). He exhibited as part of the Seven & Five Society and had one man shows with Arthur Tooth and in The Hague. Following a decade of city life, in early 1929 Morris and his partner Arthur Lett-Haines took a lease on Pound Farm in Suffolk, known simply as The Pound. The move to the country was to be permanent, the couple latterly moving to nearby Benton End and there establishing The East Anglian School of Painting (and famously tutoring Lucian Freud).

'I like to think that behind this special painting an esoteric line of thought that expresses itself in symbols portraying the eternity of experience that flowers themselves have'

- 'Concerning Flower Painting', *The Studio*, May 1942, pp.121-132

Although the move from the metropolis to The Pound provided a fresh setting, Morris and Lett-Haines' vibrant lifestyle followed them. They hosted many an elaborate party which a student of Morris recalled 'at my young age showed me what real parties were! People would turn up from all over Suffolk, or drive down from London, often in fancy dress. I remember John Banting wearing a magnificent head-dress made from rolled newspapers, Daphne Bousfield in a leopard skin with blue varnish on her toe nails and Tony Butts in wide bottomed sailor's trousers and a string of dried gourdes round his neck ... everyone behaved disgracefully and had a lovely time!' (Joan Warburton quoted in exh.cat, Tate Gallery, 1984, p.48). To enhance the exotic nature of the Suffolk farmstead Morris and Lett-Haines kept a peacock named Ptolemy, a yellow crested cockatoo, Cocky, and Rubio the macaw, allowing them free rein of the house and gardens. Against this joyous background, Morris embarked on some of his most celebrated pictures – the riotous, vivid flower-pieces, such as the present September example. Much richer than the confines associated with the traditional discipline of still-life, these works exude the roaring energy of the environment in which they were executed.





29 AR

DUNCAN GRANT (1885-1978)

The Colosseum from the Roman Forum
 signed and inscribed 'D. Grant/Rome' (lower right); further signed and
 inscribed 'D Grant/The Colosseum from the Roman Forum/To Grace
 Germany on her wedding/from D.G' (verso)

oil on cardboard

47.1 x 61.9 cm. (18 1/2 x 24 1/4 in.)

Painted in 1931

£6,000 - 8,000

€6,800 - 9,100

US\$7,900 - 11,000

Provenance

The Artist, by whom gifted to
 Grace Higgens (né Germany), 1934, thence by descent to
 John Higgens
 Sale; Christie's, London, 20 June 1995, lot 103
 Sale; Christie's, London, 10 October 2012, lot 232, where acquired by
 the present owner
 Private Collection, U.K.

The present work was gifted by the artist to Grace Germany, the much
 admired housekeeper of Charleston often described by Grant as 'the
 angel of Charleston'. The painting was gifted upon her marriage to
 Walter Higgens, who later worked as a gardener at Charleston.

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



PROPERTY FROM THE ESTATE OF THE LATE ANTHONY FRY

30 AR

DUNCAN GRANT (1885-1978)

The Pig's Carcass

signed and dated 'D.Grant/44' (lower right)

oil on board

45.6 x 57.2 cm. (18 x 22 1/2 in.)

£6,000 - 8,000

€6,800 - 9,100

US\$7,900 - 11,000

Provenance

With The Leicester Galleries, London, 1945, where acquired by

Dr. L.S. Fry, thence by family descent

Private Collection, U.K.

Exhibited

London, The Leicester Galleries, *Exhibition of Recent Paintings by*

Duncan Grant, June-July 1945, cat.no.8

Please note that the present work depicts the kitchen at Charleston and we are grateful to Richard Shone for his assistance in cataloguing this lot.



VARIOUS PROPERTIES

31 AR

ELIOT HODGKIN (1905-1987)

Edible Toadstools

signed and dated 'Eliot Hodgkin/24 IX 65' (lower right)

oil on board

25.4 x 32.8 cm. (10 x 12 7/8 in.)

£5,000 - 7,000

€5,700 - 8,000

US\$6,600 - 9,200

Provenance

The Artist, from whom acquired by the present owner, 8 June 1968
Private Collection, U.K.

Exhibited

London, Thomas Agnew & Sons, *Eliot Hodgkin Recent Paintings in Oil and Tempera*, 21 November-17 December 1966, cat.no.38, as *Funghi No.2*

London, Royal Academy, *The 200th Summer Exhibition*, 4 May-4 August 1968, cat.no.315

The present work was painted in Florence, Italy.

We are grateful to Mark Hodgkin for his assistance in cataloguing this lot.



32

CHRISTOPHER RICHARD WYNNE NEVINSON A.R.A (1889-1946)

Marsh Iris

signed indistinctly 'C.R.W Nev' (lower right)

oil on panel

46.3 x 40.5 cm. (18 1/4 x 16 in.)

Painted circa 1935

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 16,000

Provenance

The Artist, by whom gifted to

Sir Charles Strong, K.C.V.O.

With New Art Centre, London

With Fosse Gallery, Stow-on-the-Wold

Sale; Sotheby's, 30 September 1999, lot 137 (as *Marsh Irises*)

Private Collection, U.K.

Exhibited

London, Cooling Galleries, 8-21 November 1935, cat.no.36

London, Barbizon House, *Flower Paintings* by C.R.W. Nevinson

R.B.A., R.O.I., N.E.A.C., January-February 1936, cat.no.22

London, New English Arts Club, Spring 1946, cat.no.66

Marsh Iris was first exhibited at the Cooling Galleries in 1935. It was shown again at Barbizon House in 1936, as part of an exhibition which Nevinson devoted to paintings of flowers. For his floral arrangements he was aided by his horticulturalist wife Kathleen, who also wrote a preface to the catalogue: "I know that he is much more fond of Nature than he ever allows it to be known...Purely as a professional gardener I do so appreciate the living quality of his flowers...".

We are grateful to Chris Martin for compiling this catalogue entry.

33

CHRISTOPHER RICHARD WYNNE NEVINSON A.R.A (1889-1946)

Happier Days, Walton Bridge

signed 'C.R.W. Nevinson' (lower right)

watercolour, pencil and gouache

35.7 x 25.5 cm. (14 x 10 in.)

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 16,000

Provenance

With The Leicester Galleries, London, May 1947, where acquired by the family of the previous owner

Exhibited

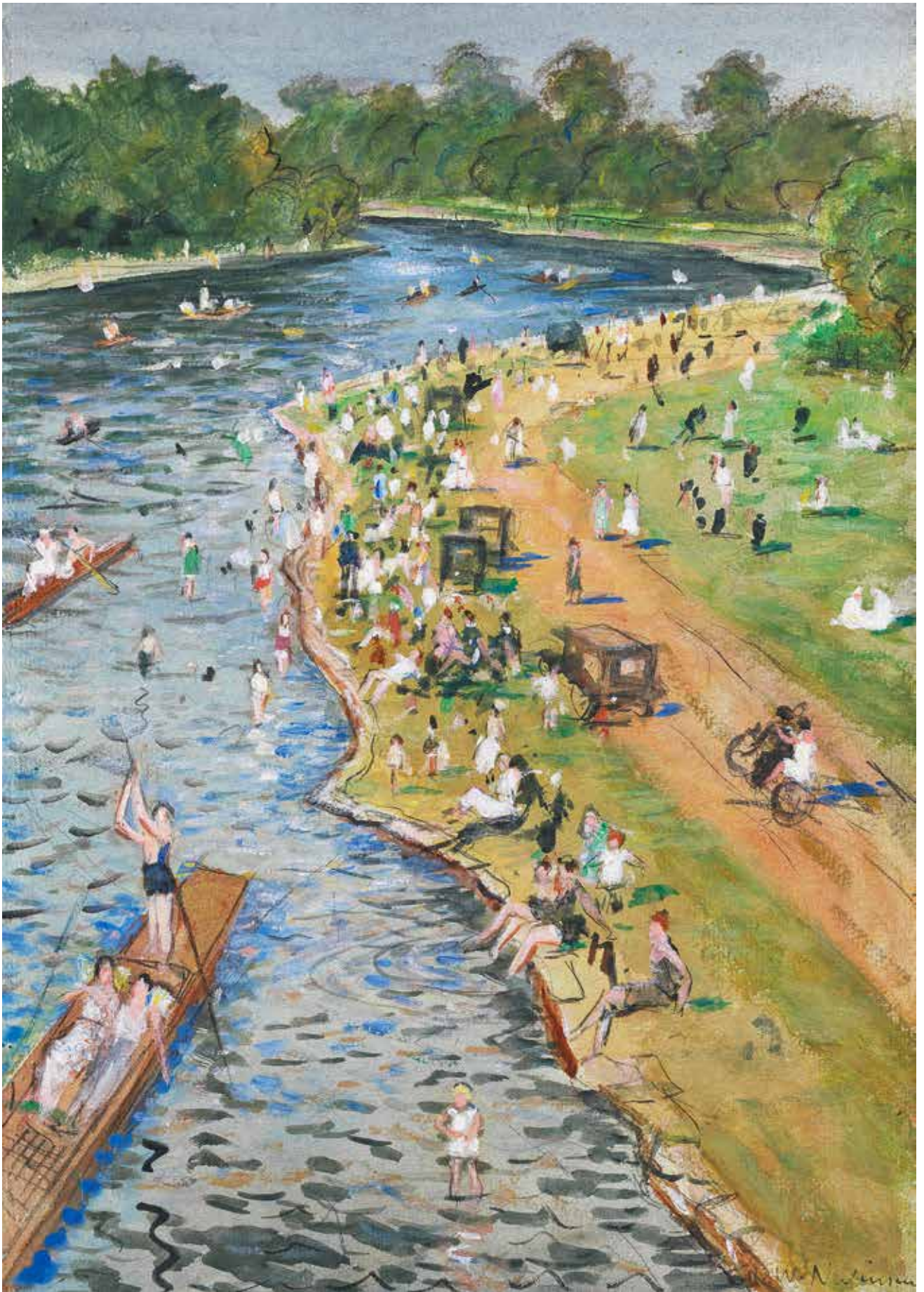
London, The Leicester Galleries, *Watercolours from Nature*, March 1932, cat.no.57, as *Sunday afternoon at Walton*

London, New English Art Club, Winter, 1932, cat.no.254, as *Sunday, Walton Bridge*

London, The Leicester Galleries, *Memorial Exhibition of Pictures by C.R.W. Nevinson A.R.A.*, May-June 1947, cat.no.61

This watercolour exhibited at Nevinson's memorial exhibition at the Leicester Galleries in 1947 as *Happier Days, Walton Bridge* shows every sign of being painted in the early 1930s. It would appear to be *Sunday afternoon at Walton* (also referred to as Walton-on-Thames), which was shown at The Leicester Galleries in 1932, at a time when Nevinson was living in nearby Shepperton. The third Walton Bridge is depicted, before it was bomb damaged in 1940. Many of Nevinson's pictures of this period feature landscapes in Surrey, and along the Thames. The figures punting on the left-hand side of the picture echo such paintings of his from the early 1920s as *Hampton Court* and *Summer Evening, Thames Ditton*.

We are grateful to Chris Martin for compiling this catalogue entry.



34

SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)

S.S. Ophir

signed 'J Lavery' (lower right)

pencil and oil on board

12.6 x 21.6 cm. (5 x 8 1/2 in.)

£7,000 - 10,000

€8,000 - 11,000

US\$9,200 - 13,000

Provenance

With M. Newman Ltd., London

With Adler Gallery, where acquired by the father of the present owner in 1962

Private Collection, U.K.

Exhibited

London, The Leicester Galleries, *Cabinet Pictures by John Lavery*, November 1904, cat.no.33 (as *The Ophir, On Deck*)

The SS Ophir was commissioned in November 1891 for the Orient Steamship Company to ply the route between Tilbury and Sydney, passing through the Suez Canal. The ship's elegant design and modern fittings meant that it immediately became popular with long distance travellers. Lavery's passage however, would have taken him only as far as Tangier or Gibraltar.

Two small panels painted on the Ophir, both similar in size, are known. That entitled *On the Sun Deck*, and dated 1892, passed through Spink's in 1970. It shows a single traveller in a deck-chair. The present more general view records others dressed for the weather, as the ship passed through the notoriously stormy Bay of Biscay and round the coast of Portugal. Being undated, it is likely to be that shown in the artist's exhibition at The Leicester Galleries in 1904, some twelve years after it was painted. Lavery may well have included it because in 1901 the Ophir had been requisitioned as a royal yacht to take the Duke and Duchess of Cornwall and York, on an extended tour of the British Empire. It was thus restored to topicality. No more than an impromptu sketch it is of exceptional vitality and charm.

We are grateful to Professor Kenneth McConkey for compiling this catalogue entry.



**PROPERTY FROM THE ESTATE OF VICTOR,
3RD VISCOUNT CHURCHILL (1934-2017)**

35

SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)

Study for 'Ascot in Rain'
signed 'J Lavery' (lower right)
oil on canvasboard
25.2 x 35.5 cm. (10 x 14 in.)

£50,000 - 70,000

€57,000 - 80,000

US\$66,000 - 92,000

Provenance

Acquired by Major Victor Albert Spencer, 1st Viscount Churchill
between 1901-1934
Thence by descent
Private Collection, U.K.

Literature

John Lavery, *The Life of a Painter*, Cassell, 1940, p.176
Kenneth McConkey, *John Lavery, A Painter and his World*, Atelier
Books, 2010, pp.160-3

Although forecasts were fair, the sky clouded over at 11.00 am on the first day of Ascot in June 1922, and a downpour ensued. The rain stopped during lunch and re-started once the Royal Procession arrived and throughout the rest of the week, up to Gold Cup day, uncertain weather conditions continued. Few, the papers reported, had come prepared on that first day.

Lavery was of course oblivious to the weather. A painter who had stood on the ice painting the Fleet at Scapa Flow during the last year of the Great War would not be daunted by a few summer showers. Indeed unfurled umbrellas added interest to the crowd, in which several spectators can be spotted consulting their betting slips. With several furlongs to go the race is approaching its finish and excitement mounts - even in these inclement conditions. Wanting to paint the Gold Cup he had been given free access to owners' stand where he would have the best view. He takes up the story:

When I arrived I found the place railed off so that I could not be interfered with, so I put up my sketching umbrella and started work ... Then I realized that I was in the Holy of Holies, usurping the spot reserved for the high and mighty; and not that alone - my umbrella was blocking the view. I took it down at once and made myself as small as possible just as the rain came down in sheets, pouring down my back and mixing with the paints. Having caused such consternation I had to stand it and two weeks in bed afterwards. (*Life of a Painter*, 1940, p.176).

Even though he would pay the price for his bravado he was nevertheless able to see Golden Myth take the Gold Cup.

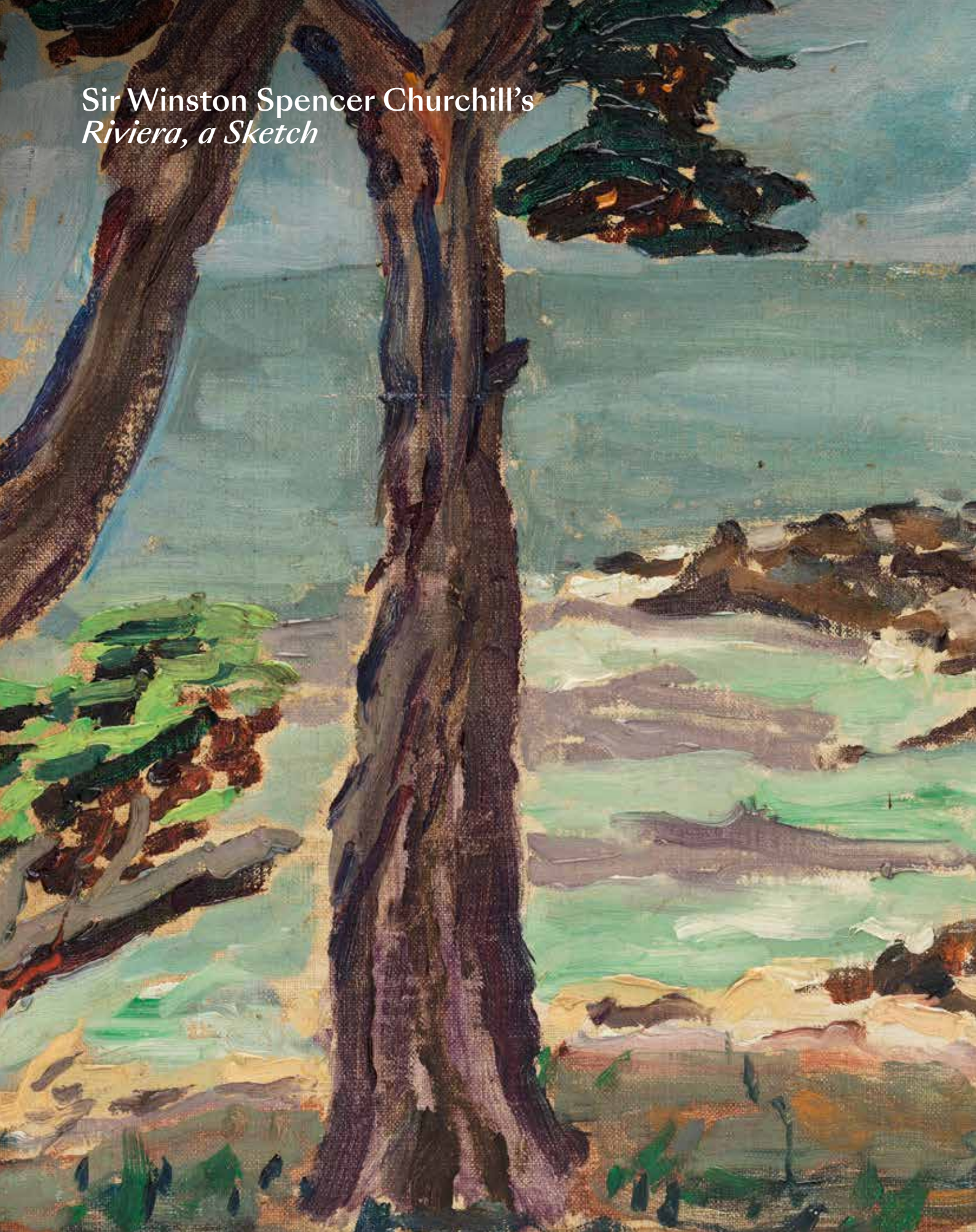
A further less finished sketch (sold Sotheby's 10 March 1993) is known, but the larger version may not have been completed until the following summer when he attended Ascot a second time and reworked the scene (see Richard Green, *Modern British Paintings*, 1987, no.1). Two larger canvases (unlocated), as well as *The Jockeys Dressing Room, Ascot*, 1923 (Tate) were the result. By this stage a summer campaign had emerged with visits to Sandown Park, Epsom and Hurst Park, and a notable group of 'weighing room' portrait sketches of celebrated jockeys. The present sketch however, is likely to have initiated the entire sequence and its vigour, despite the rain, amply demonstrates a painter eager to accept a fresh challenge.

We are grateful to Professor Kenneth McConkey for compiling this catalogue entry.

The present work was acquired by Major Victor Albert Spencer, 1st Viscount Churchill whilst he was His Majesty's Representative at Ascot between 1901-1934.



Sir Winston Spencer Churchill's
Riviera, a Sketch





PROPERTY OF AN OVERSEAS PRIVATE COLLECTOR

36 AR

SIR WINSTON SPENCER CHURCHILL O.M., HON. R.A. (1874-1965)

Riviera, a Sketch

signed with initials 'WSC' (lower right)

oil on canvas board

35.4 x 50.8 cm. (13 7/8 x 20 in.)

Painted circa 1930

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 200,000

Provenance

The Studio, Chartwell

Sarah Millicent Hermione (Churchill) Touchet-Jesson, Baroness Audley Wylma Wayne Fine Art Gallery, London, 1984, where acquired by the present owner

Private Collection, U.K.

Exhibited

London, Wylma Wayne Fine Art, *Sir Winston Churchill: Exhibition of Paintings*, 24 June-30 July 1982

Literature

David Coombs, *Churchill: His Paintings*, Hamish Hamilton, London, 1967, p.213, cat.no.347 (ill.b&w)

David Coombs and Minnie S. Churchill, *Sir Winston Churchill: His Life and His Paintings*, Running Press, Philadelphia, 2004, p.144, cat. no.284 (ill.b&w)

Riviera, a Sketch is a rare and revealing painting by Sir Winston Churchill. It is a work that allows us to think with the artist and gain insight into his ambitions and influences.

In his Catalogue Raisonné of Churchill's collected works, David Coombs describes the painting as, "A sketch of a scene probably on the Riviera". As his informal title indicates, the painting is centred on a view of the south-east coast of France, most likely created during one of Churchill's regular holidays on the Côte d'Azur in the 1930s.

For the 'sketch' Churchill fixes his gaze on the coastal landscape as it meets the sea. Unlike the expansive vistas often seen in landscape paintings, the composition is a tightly framed, compressed view of the coastline. The shore is enclosed by trees, with the foliage of the hillside enhancing the horizon set high up into the sky. Though the trees and rocks compress the structure of the scene, Churchill infuses the work with a striking sense of airiness and movement.

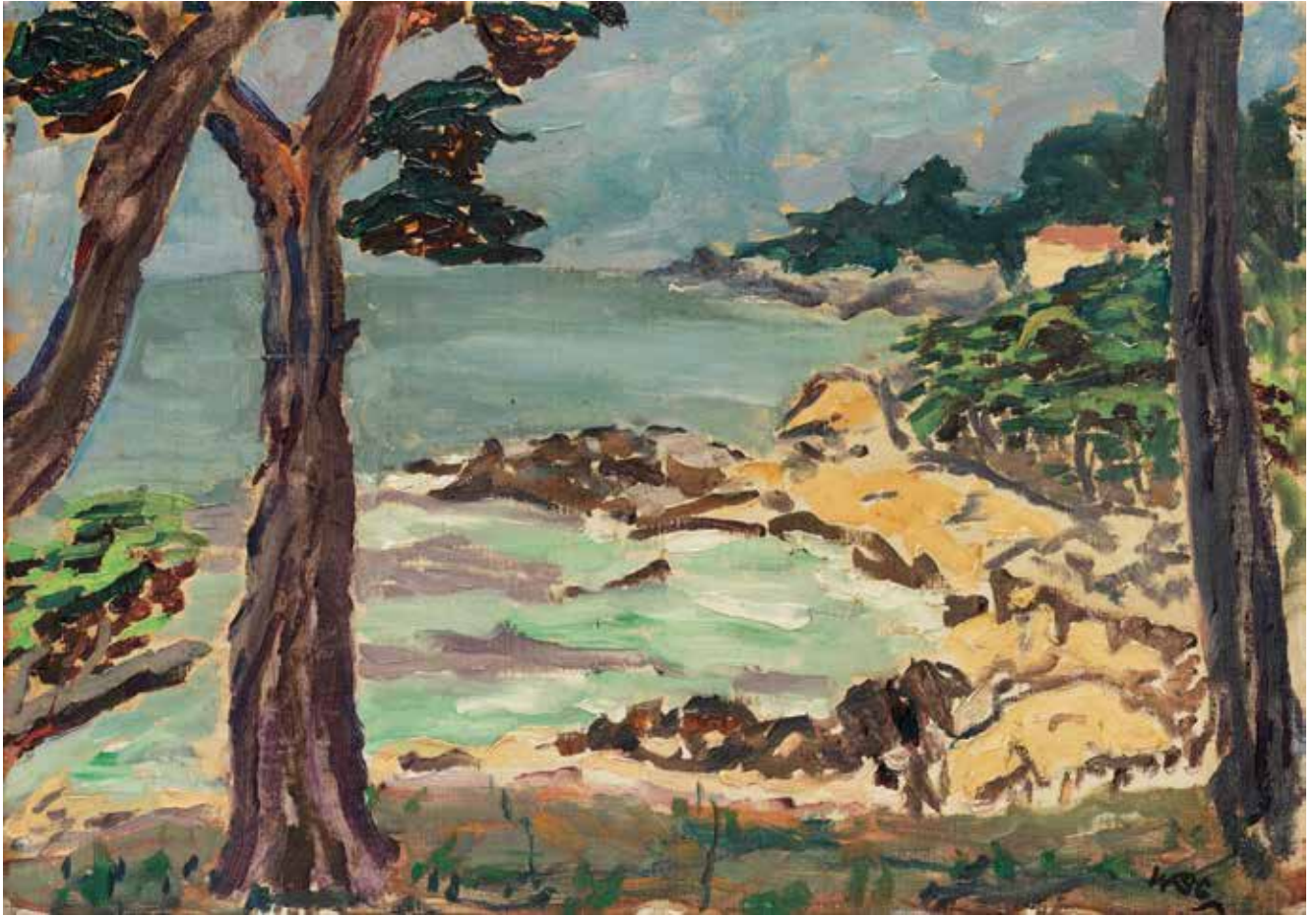
At close range the painting appears almost abstract; a dancing lattice of brushstrokes, some parallel, others unbound and more quickly applied. Glimpses of bare, unpainted canvas peek through the dense weave of brushstrokes. Stepping back, these varied marks coalesce into a shimmering effect that is aimed at capturing vibrations of light and colour. One can imagine the artist painting in the bright sunlight, speedily trying to capture a fleeting moment, creating the intense and luminous scene.

Riviera, a Sketch reveals much about Churchill's broader artistic influences and inspirations. The painting is an attempt to capture a transient moment in time and the sensation the scene creates in the onlooker. To this end, the work may be described as one of the more impressionistic paintings by the artist. The influence of Monet, and those who followed Impressionism, is particularly evident in Churchill's work of this period. This is made clear in his own account of those who inspired his paintings:

"Chance led me one autumn to a secluded nook on the Cote d'Azur, between Marseilles and Toulon, and there I fell in with one or two painters who revelled in the methods of the Modern French School. These were disciples of Cézanne. They view Nature as a mass of shimmering light in which forms and surfaces are comparatively unimportant, indeed hardly visible, but which gleams and glows with beautiful harmonies and contrasts of colour ... Now I must try to represent it by innumerable small separate lozenge-shaped patches of colour - often pure colour - so that it looked more like a tessellated pavement than a marine painting. It sounds curious. All the same, do not be in a hurry to reject the method. Go back a few yards and survey the results. Each of the little points of colour is now playing his part in the general effect."

Through the present work we glimpse a different understanding of Churchill the painter. Far from being the stalwart of traditional values in art, as he is so often depicted, Churchill was deeply interested and influenced by the 'masters' of Modern art. *Riviera, a Sketch* is a rare painting that offers a glimpse into the way the artist thinks, as well as how he sees.

Barry Phipps is an art historian and Fellow of Churchill College, University of Cambridge and we are grateful to him for compiling this catalogue entry.



VARIOUS PROPERTIES

37 * AR

IVOR ROBERTS-JONES (1916-1996)

Sir Winston Churchill, maquette for the monument in Parliament Square

numbered '115' (on the bronze base)

bronze with a brown patina on a stone base

50.8 cm. (20 in.) high (excluding the base)

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 66,000

Provenance

Private Collection, since *circa* 1977

The present work is a maquette for the large scale sculpture of Churchill by Roberts-Jones which stands in Parliament Square and was commissioned in 1971. The first important commission the artist had received came in 1961 from Lord Beaverbrook for a bust of Somerset Maugham. Following this, he was asked to sculpt the memorial statue for fellow artist Augustus John in Hampshire. This major work took three years to complete but was a great success and crucially led to his election as Associate of The Royal Academy. Further honours followed in 1975 when Ivor was awarded the C.B.E.

Another cast of the present work was sold in these rooms for £92,600, 13 June 2018.



38 * AR

SIR JACOB EPSTEIN (1880-1959)

Girl from Senegal (Madeleine Bechet)

bronze with a brown patina

55.9 cm. (22 in.) high

Conceived in 1921

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 16,000

Provenance

Private Collection, U.S.A.

Exhibited

London, The Leicester Galleries, *Recent Sculpture by Jacob Epstein*, 1924, cat.no.13 (another cast)

New York, Ferargil Gallery, *Sculpture by Jacob Epstein*, 1927, cat. no.27 (another cast)

Venice, *XVII Esposizione Internazionale dell'Arte*, 1930, cat.no.52 (another cast)

Literature

Vanity Fair, 7, 1923, p.54, (ill., another cast)

Hubert Wellington, *Jacob Epstein*, Benn, London, 1925, p.26, pl.19 (ill., another cast)

Arnold Haskell, *The Sculptor Speaks, Jacob Epstein to Arnold Haskell*.

A Series of Conversations on Art, Heinemann, London, 1931, p.178

Jacob Epstein, *Let there be Sculpture*, Hulton, London, 1940, p.110

Robert Black, *The Art of Jacob Epstein*, World Publishing, New York, 1942, cat.no.82, pl.13-14 (ill., another cast)

Jacob Epstein, *An Autobiography*, Hulton, London, 1955, p.91

Richard Buckle, *Jacob Epstein, Sculptor*, Faber and Faber, London, 1963, p.199, cat.no.425, pl.172 (ill., another cast)

Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, cat. no.122, p.149 (ill., another cast)



SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)

A Fair Spaniard, Mrs Chowne

signed 'J Lavery' (lower right); further signed, inscribed and dated 'A FAIR SPANIARD/MRS CHOWNE/JOHN LAVERY/TANGIER 09' (verso)
oil on canvas

72.7 x 57 cm. (30 5/8 x 22 1/2 in.)

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 66,000

Provenance

Sale; Bonhams, London, 18 October 1984, lot 25

With John Noott, Worcestershire, 11 November 1986, where acquired by the present owner

Private Collection, U.K.

Exhibited

London, Colnaghi and Clarendon Gallery, *Society Portraits, 1850-1939*, 1985, cat.no.46 (ill.)

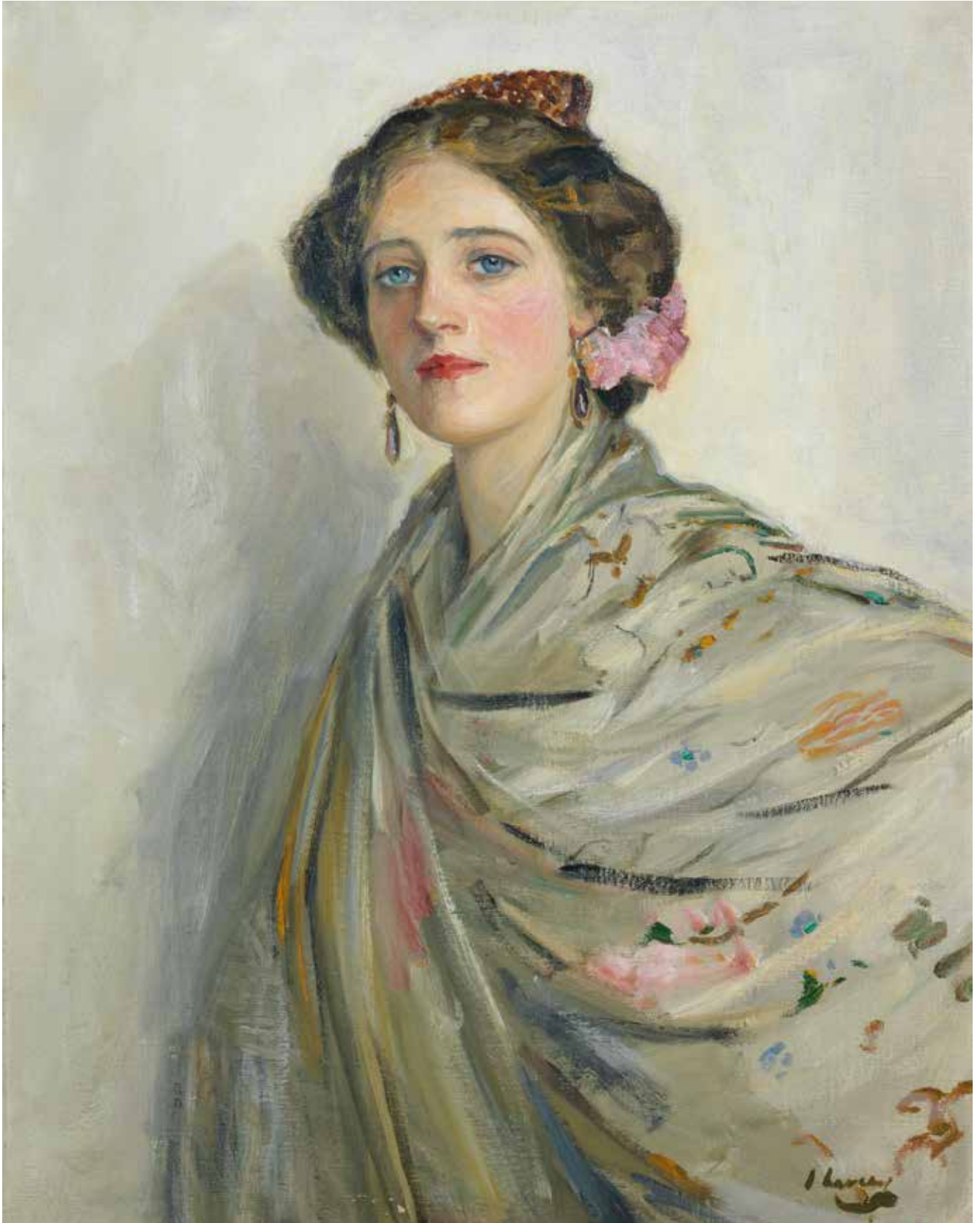
In the early months of 1909, when Lavery was working at his studio on Mount Washington, outside Tangier, he received a visit from the young artist, Gerard Chowne and his wife. Almost twenty years younger than Lavery, Chowne had overlapped with William Orpen and Augustus John at the Slade School of Fine Art in the late nineties, and was now a prominent member of the New English Art Club. A distinguished flower painter, he was currently trying to expand his range and for a brief period around 1908 was seen as 'a zealous and not unsuccessful student of Lavery's methods' ('Art in Lancashire: Sandon Society Exhibition', *Manchester Courier*, 1 May 1908, p. 10). At this point Chowne was leaving Liverpool where he had been a university lecturer and founder of the Sandon Society of Artists, which he had encouraged Lavery to join as an honorary member.

It is not known how the two artists met: they may have been introduced by R.B. Cunninghame Graham or William Rothenstein who had first encountered Chowne at Gibraltar in 1894. In the following years he and his wife spent more time painting in southern Spain and the south of France where in 1910 they were joined by Rothenstein's brother, Albert Rutherson. However the Lavery connection, prior to the production of the present canvas, remains obscure.

Being so close to Andalusia, Tangier's Spanish links were strong, and recognizing the current vogue in London for pictures of Spanish beauties by painters such as Sorolla and Zuloaga, Lavery proposed that his two portraits of Mrs Chowne should contain easily identifiable Spanish elements (Mrs Chowne's parentage or possible Spanish ancestry remains obscure). She was however regarded as a woman of great beauty in the artist community. In *The Spanish Hat*, for instance, he observes that this one feature is adapted to an otherwise stylish European ensemble.

In *A Fair Spaniard*, the national features are more obvious: the *pieneta* that would normally lift a *mantilla*, the floral hair-piece at the nape of her neck, and the magnificent silken *manton* or shawl that drapes her shoulders. This decorous wrapper, of the type reserved for the *Feria* at Seville, was much prized. It set Spanish women apart from those elsewhere in Europe and was used with great flourish in the *flamenco* (Havelock Ellis, *The Soul of Spain*, 1908 (Constable, 7th imp, 1924), pp.65-105). Lavery hails Mrs Chowne as 'a fair Spaniard', and while this refers to her beauty, it also alludes to her hair colour and the fact that she did not conform to the classic Andalusian facial type. Fair-skinned Spanish women were, according to contemporary sociologists, regarded as a relative rarity. Other classic Spanish female traits - coolness and self-possession, 'the quality of the gaze' - are there to see in Lavery's portrayal (Ibid, pp.80-5).

We are grateful to Professor Kenneth McConkey for compiling this catalogue entry.



40 AR

DAVID JAGGER R.O.I. (1891-1958)

Portrait of a young lady
signed twice 'JAGGER' (lower left and upper right)
oil on canvas
84.4 x 58.8 cm. (33 1/4 x 23 1/8 in.)
Painted *circa* 1934

£18,000 - 25,000

€21,000 - 29,000

US\$24,000 - 33,000

Provenance

Private Collection, U.K.

The sitter is thought to be the Artist's wife, Kitty, however there is also a resemblance to the West End and Broadway star Gertrude Lawrence.

We are grateful to Timothy Dickson for his assistance in cataloguing this lot.



41

GWEN JOHN (1876-1939)

Dorelia at Toulouse

stamped with estate stamp 'Gwen John' (lower left, beneath the mount) and bears estate number 'EJ1058' (verso)

pencil

32.4 x 25.2 cm. (12 3/4 x 10 in.)

Executed *circa* 1903

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 40,000

Provenance

With Anthony d'Offay, London

Private Collection, U.K.

Exhibited

London, Olympia, *Gwen John & Lucie Rie*, 22-27 February 2000

This portrait belongs to a series of portrait drawings executed in Toulouse around the same time, as well as three well known oil portraits which were also painted shortly after.

We are grateful to Rebecca John and Cecily Langdale for their assistance in cataloguing this lot.



42 AR

AUGUSTUS JOHN O.M., R.A. (1878-1961)

Dorelia in a Feathered Toque
signed 'John' (lower right)
chalk
35.3 x 25.5 cm. (13 7/8 x 10 in.)
Executed circa 1904

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 26,000

Provenance

Acquired by the present owner prior to 1975
Private Collection, U.K.

Exhibited

London, National Portrait Gallery, March-August 1975
London, Olympia, *Augustus John*, 23-28 February 1999, cat.no.289

Please note there is a preliminary sketch by the artist verso.

This portrait drawing relates to the well known oil painting *Dorelia Standing before a Fence*, circa 1904-5 (Tate Britain), in which she wears a black hat trimmed with the same cockerel's tail.

We are grateful to Rebecca John for her assistance in cataloguing this lot.



Four exceptional paintings by Algernon Newton (1880-1968)

The following four lots by Algernon Newton, all from a private collection and never before offered for sale, explore the artist's relationship between town and country, which were of equal importance to him during his career. A further group of works by the artist and from the same collection will be available as part of our Modern British Art auction at Knightsbridge on the 4th December.

When in London, Newton often walked the city streets in search of the unusual, intrigued as he was by the poorer areas, slums and backwaters around stretches such as the Regent's Canal that brought about the individual character of the capital. He also made frequent forays into West London with *Hyde Park* (lot 43) and *Kensington Gardens* (lot 46) both examples of such trips. In each work there is a sense that the artist has positioned himself discreetly, a quiet observer looking out over London's parkland. Writing in October 1926, John Laver commented that 'Mr Newton seems to strive for tranquillity above all things...and human forms are, from many of his canvases, banished altogether. If he admits them at all, it is always in small number, at immense distance and of microscopic size. It is as if he could not bear the tranquillity of his scenes to be disturbed by human restlessness'. This bears true in both pictures with the inevitable presence of people acknowledged but also carefully managed so as not to become the dominant force in the composition. The viewpoint looking west towards the church of St Mary Abbots and terraces in *Kensington Gardens* is reminiscent of *City of London from Hampstead*, which was sold in these rooms for £128,500 on 10 June 2015 and remains the auction record for the artist.

Algernon Newton was devoted to landscape painting with both *The Stour, near Sudbury* (lot 44) and *Winter Shadows* (lot 45) supreme examples in this genre. Painted in close succession to one another in the January of 1939 and 1940 respectively, they straddle the outbreak of the Second World War, which was officially declared on 3 September 1939. Both large-scale compositions showcase Newton's effective use of light and technical competence which is most evident in the reflections on the water and handling of the snow amidst subtle changes of colour. As in so much of the artist's work, a certain sense of foreboding, that is difficult to quantify exactly, can be felt amongst the trees and skies. This is perhaps more overt in *The Stour, near Sudbury* where storm clouds emerge to distort the blue sky with a feeling of oncoming darkness imminent, much as was the case in Britain at this time. Likewise, the frozen trees in *Winter Shadows* cast long dark silhouettes on the pure white snow that blankets the countryside. Newton had served during the First World War with the Royal 1st Devon Yeomanry and was invalided out in 1916 having suffered from double pneumonia. Following this troubled experience, he held strong Christian pacifist views and published short stories such as *It happened in Whitby* which tell of messengers sent to earth whose task was to persuade the population to stop fighting.





43 * AR

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

Hyde Park

signed with initials 'a.n' (lower left); further signed and indistinctly
inscribed (verso)

oil on panel

30.6 x 22.5 cm. (12 x 8 7/8 in.)

£6,000 - 8,000

€6,800 - 9,100

US\$7,900 - 11,000

Provenance

The Artist

Thence by family descent

Private Collection, Australia

We are grateful to Nicholas Newton for his assistance in cataloguing
this lot.



44 * AR

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

The Stour, near Sudbury
signed with monogram and dated '39' (lower left); further signed and
titled 'The river Stour, near Sudbury/by Algernon Newton A.R.A.'
(on the canvas overlap)
oil on canvas
61 x 101.8 cm. (24 x 40 1/8 in.)
Painted in January 1939

£40,000 - 60,000

€46,000 - 68,000

US\$53,000 - 79,000

Provenance

The Artist, from whom purchased by
Lt Colonel C.W. Richards (the artist's brother-in-law)
Thence by family descent
Private Collection, Australia

Exhibited

London, The Royal Academy, *Summer Exhibition 1939*, cat.no.544

The Illustrated London News reproduced this painting, as part of its
coverage of the 1939 Royal Academy Summer Exhibition and so too
did *The Sphere*, with the caption 'A notable contribution to the 1939
Royal Academy is this painting of the Stour, near Sudbury, by Algernon
Newton A.R.A., Mr Newton is one of our foremost landscapists and is
particularly skilled in portraying cloud and sunshine effects'.

We are grateful to Nicholas Newton for compiling this catalogue entry.



45 * AR

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

Winter Shadows

oil on canvas

61 x 101.6 cm. (24 x 40 in.)

Painted in January 1940

£40,000 - 60,000

€46,000 - 68,000

US\$53,000 - 79,000

Provenance

The Artist, from whom purchased by

Lt Colonel C.W. Richards (the artist's brother-in-law)

Thence by family descent

Private Collection, Australia

Exhibited

London, The Royal Academy, *Summer Exhibition 1940*, cat.no.583

"It was during that visit that I witnessed Algernon composing a painting. On a bitter afternoon walk when the sky was metal grey and a line of elms already cast long shadows on the snow, the three of them - my mother, uncle and Algy - were walking ahead of us chatting in a tight little group. Algernon stopped to fill and light his pipe. My mother walked on, a solitary figure, and I stayed politely with my uncle and host. He drew deeply and puffed and gazed at the trees and the shadows, tamped down the tobacco and then looked and looked again, breathing deeply. I wondered if the soles of my shoes might freeze to the ground. Many years later, I was startled and entranced to see that beautiful, still, petrified view we had looked at together, hanging in my parent's sitting room, and I thought what a wonderful memory he had. He had caught the bleak afternoon hour exactly."
(June Wilmott Richards, niece of Algernon's second wife, Janetta)

We are grateful to Nicholas Newton for compiling this catalogue entry.



46 * AR

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

Kensington Gardens

oil on canvas

51.2 x 76.4 cm. (20 1/8 x 30 1/8 in.)

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 66,000

Provenance

The Artist, by whom gifted to

Phyllis Chanter, 1940 (the artist's sister-in-law)

Thence by family descent

Private Collection, Australia

Phyllis Chanter was the sister of the artist's second wife, and was given the present work as a wedding present upon her marriage to Douglas Chanter. The view is from Kensington Gardens towards St Mary Abbots church on the corner of Kensington High Street and Church Street. It was designed by celebrated architect Sir George Gilbert Scott and remains the tallest spire in London.

We are grateful to Nicholas Newton for his assistance in cataloguing this lot.



47 AR

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

Mother and Child: Arm

signed and numbered 'Moore/9/9' (on the bronze base)

bronze with a brown patina, on a marble base

14 cm. (5 3/8 in.) high (excluding the marble base)

Conceived in 1979

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 40,000

Provenance

With The Henry Moore Foundation, Much Hadham & London,
24 September 1985, where acquired by the present owner
Private Collection, Ireland

Literature

Alan Bowness (ed.), *Henry Moore: Volume 5, Complete Sculpture
1974-1980*, The Henry Moore Foundation in association with Lund
Humphries, Much Hadham & Bradford, 1983, p.42, cat.no.768
(ill.b&w, another cast)





**PROPERTY FROM THE ESTATE
OF THE LATE COUNTESS POULETT**

48 * AR

DAME BARBARA HEPWORTH (1903-1975)

Mincarlo

numbered '2/9' (on the base)

polished bronze and string on a slate base

34.2 cm. (13 1/2 in.) high (including the base)

Conceived and cast in 1971

This work is recorded as BH 526

£80,000 - 120,000

€91,000 - 140,000

US\$110,000 - 160,000

Provenance

With Marlborough Fine Art, London, December 1972,
where acquired by

Peter Curry Esq.

Sale; Sotheby's, London, 1 December 1999, lot 63

The Late Countess Poulett

Exhibited

St Ives, Penwith Gallery, *Penwith Society of Arts Spring 1972
Exhibition*, March-June 1972, cat.no.5 (another cast)

Toronto, Marlborough Godard Gallery, *Barbara Hepworth:*

Carvings and Bronzes, May 1973, cat.no.8 (another cast)

London, William Darby, *Barbara Hepworth 1903-1975*, 10-28

November 1975, cat.no.10 (another cast)

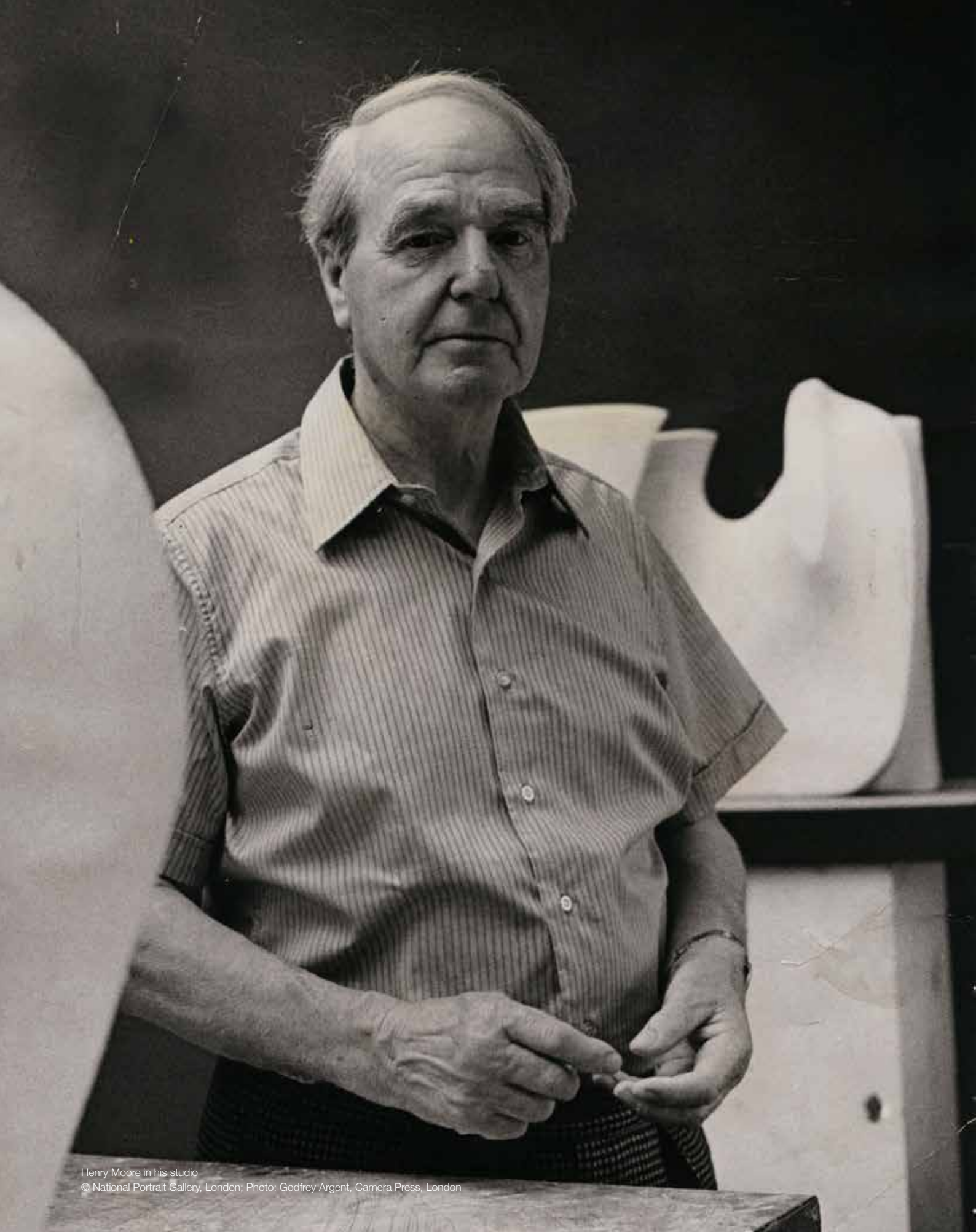
'I arranged in my studio, opposite my bed, a mirror which reflects the rising morning sun – for half an hour with incredible splendour this moving & focused source of light travels slowly over the nine sculptures in its path – Hollows & piercings, forms within forms, strings & features, volume & space are animated to a new vibration of life & every form & contour, known so intimately by my hands, reveals its proper significance'

(Barbara Hepworth letter to Herbert Read, January 1953 in Sophie Bowness, *Barbara Hepworth: The Sculptor in the Studio*, London, 2017, p. 28)

The present work is at once abstract but as ever for Hepworth, rooted in nature. With its multiple circular forms (both internally and as a whole) it brings to mind the sun and celestial forms. This is reinforced through the highly-polished patina allowing for light to pass over and through but also to reflect from one plane to another. Hepworth began piercing her carvings as early as 1931 and this preoccupation was to span her entire career in all mediums, as in *Mincarlo*. Here the viewer is presented with three large interlocking bronze spheres with a six further open circles penetrating their polished surfaces. Criss-crossing these are strings, themselves crossing over and under one another, making for a complex and visually arresting form that can be enjoyed from all angles.

We are grateful to Dr. Sophie Bowness for her assistance in cataloguing this lot.





Henry Moore in his studio
© National Portrait Gallery, London; Photo: Godfrey Argent, Camera Press, London

Henry Moore's alabaster *Mask* (1929)

Formerly in the collection of Felix and Rosemary Salmon

Felix was the second of three sons born in 1908 to Alfred and Frances Salmon. Felix's grandfather Barnett had co-founded the highly successful tobacco company Salmon & Gluckstein, which at its height claimed to be the largest tobacconist in the world. In 1887 Barnett, along with two brothers from the Gluckstein family and the artist Joseph Lyons, founded the first incarnation of what was to become the catering and hospitality company J. Lyons & Co. By Felix's day Lyons was a major institution and had developed a chain of over 250 teashops in London and larger department establishments known as corner houses as well as high end restaurants and hotels. The company prospered throughout the 20th Century and became the largest food company in Europe with the Lyons brand, associated food products and iconic 'Nippie' waitresses to become familiar household names during the inter-war years.

Having worked for the company in various roles for several decades Felix's father Alfred was appointed chairman of Lyons in 1923. Shortly thereafter the young Felix entered the family business, at first in the kitchens department and then following in his father's footsteps to run the flagship Trocadero Restaurant on Coventry Street. In 1930 Felix married Rosemary Estelle Lever, the granddaughter of fellow Lyons founder Isidore Gluckstein, and the couple had three children.

In 1936 Felix moved to the teashops division of Lyons and would return to the department following wartime service with the Army Catering Corps. He served with the rank of major and was with the 2nd Army unit when Belsen Concentration Camp was liberated in 1945. The following year Felix was appointed a director of Lyons and following extended wartime austerity the company needed revitalising for the new age. Felix turned to his passion for art. He had witnessed how the Shell Company had utilised imagery of modern artists for publicity in the 1930s and in the same vein now commissioned a set of lithographs by selected artists such as Duncan Grant, L.S. Lowry, Mary Kessell and William Scott to be published in 1947. Produced in a print run of 1500 they were hung throughout Lyons teashops, and available for the public to purchase at an affordable rate (with a discount for Lyons employees). Felix's 'art for all' initiative proved highly successful with a special exhibition arranged by request for Queen Mary at the Trocadero restaurant and second and third sets published in 1951 and 1955. These commissions hugely broadened the public audience of the artists selected and have resulted in some highly enduring imagery. The Lyons teashops lithographs were recently celebrated in an exhibition of the full set staged at the Towner Art Gallery in the summer of 2013.

Further to Felix's support of the arts through the Lyons lithographs, he and Rosemary made notable acquisitions which testify to an impeccable eye for early British modernism. Amongst these is the sublime 1929 Henry Moore 'Mask'.

Felix retired in 1969 having served 43 years with Lyons and he sadly died in the summer of the same year.

49 AR

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

Mask

alabaster

19.2 cm. (7 1/2 in.) high

Carved in 1929

Unique

£1,000,000 - 1,500,000

€1,100,000 - 1,700,000

US\$1,300,000 - 2,000,000

Provenance

Felix & Rosemary Salmon by *circa* 1945, thence by family descent
Private Collection

Exhibited

London, The Leicester Galleries, *Exhibition of Drawings & Sculpture by
Henry Moore*, April 1931
Leeds, Leeds City Art Galleries (on long term loan), 1994-2018

Literature

Alan Bowness (ed.), *Henry Moore: Volume 1, Complete Sculpture
1921-1948*, The Henry Moore Foundation in association with Lund
Humphries, Much Hadham & London, 1988, p.5, cat.no.74

Please note that of the twelve masks carved by Henry Moore,
1924-1930, other examples are held by Tate, The Henry Moore
Foundation and Leeds City Art Gallery.





Masks, the ‘fundamental obsession’ of 1929

by Dr. Alan Wilkinson

*‘Gloves as sweet as damask roses,
Masks for faces, and for noses;’*

(Shakespeare, *The Winter’s Tale*)

The first sculptures which Henry Moore saw and admired as a young lad were the massive, eight, mid-fourteenth century stone corbels representing grotesque human heads and animals supporting the roof on the exterior of St Oswald’s Church, Methley, a mile and a half west of Castleford, Yorkshire where he was born, and the two recumbent alabaster effigy figures of Lord and Lady Welles within. Of the latter, one of several features which particularly impressed him was ‘.... the simplicity of the woman’s head.’¹.

During Moore’s long and prolific career, the mother and child theme, closely followed by the reclining figure motif, were his two fundamental obsessions, which he identified in 1943²., naming a third, interior-exterior forms, in 1979, and adding that ‘Some sculptures may combine two or even all three of these themes.’³. Strangely, he does not appear to have ever mentioned the two closely related subjects which in my opinion must surely follow the mother and child and the reclining figure as the next most important motif in Moore’s entire *oeuvre*; heads and masks, with heads of animals and reptiles representing an intermittent preoccupation. During the 1920s, the first decade of Moore’s career, I have no hesitation in nominating heads and masks as the ‘fundamental obsession’, the sculptor’s term he used to describe his reclining figure and mother and child fixations.

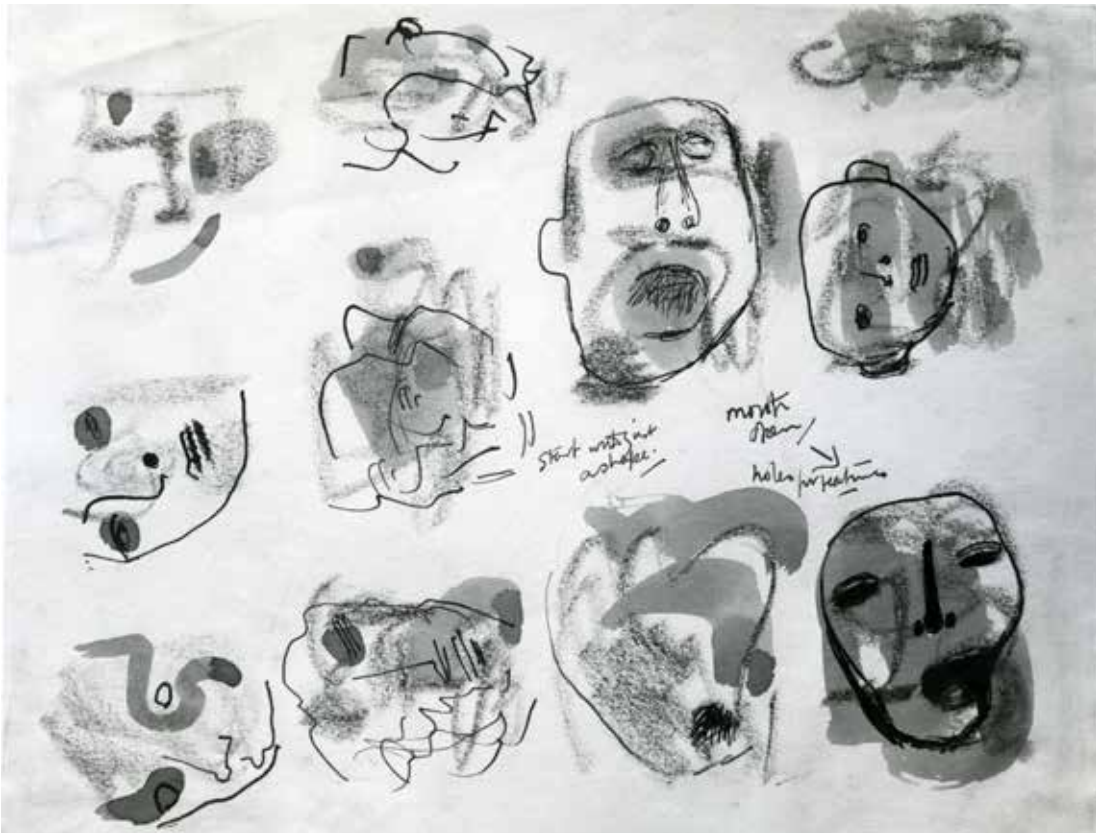
At the outset, it is worth remembering that masks and heads are partial figures, of which the best-known examples in modern sculpture are Rodin’s countless studies of heads, masks, and fragments of the human body: torsos, hands, arms, legs and feet. Indeed, *Mask of the Man with the Broken Nose*, 1863-64 (Fig.1) was his first relevant sculpture. As Albert E. Elsen perceptively pointed out, ‘Rodin often defended his partial figures by pointing out that neither the public nor the critics took offence at the sculptured bust, which was in truth a fragment.’⁴.



Auguste Rodin (1840-1917), *Mask of the Man with the Broken Nose*, modelled 1863-64, cast by Alexis Rudier (1874-1952), 1925 (bronze)
© Philadelphia Museum of Art, Pennsylvania, PA, USA / Bridgeman Images

The Felix and Rosemary Salmon alabaster *Mask*, 1929 was included in Moore’s second one-man exhibition in 1931, and his first at The Leicester Galleries, London, with 34 sculptures and 19 drawings. Whereas there were readily identifiable preparatory drawings for many (or should I say almost all?) of Moore’s sculptures from the early 1920s to the late 1950s, there is no definitive sketch for *Mask*. Of the four related sheets of studies of heads and masks of 1929, *Drawing for Mask Carving*, 1929, (HMF 744) (Fig.2) is the most relevant, with the single ear of the large mask just right of centre, and the interesting inscriptions relevant to Moore’s masks of 1929: ‘start with just/a shape’; ‘mouth open/holes for features’.

It is useful to be reminded, in view of some of the damning reviews of Moore’s 1931 London exhibition, that today many art historians and collectors consider the stone and wood carvings of the 1920s and 30s to be among Moore’s supreme achievements - all of which have for me that vital, indeed magical ingredient, that each sculpture is obviously unique. Among the largely hostile reviews which greeted the 1931 Leicester Galleries exhibition, the critic in *The Star*, 13th April, 1931, wrote: ‘Some of the masks suggest November the Fifth.’, a reference to the grotesque masks worn by the effigies on Guy Fawkes night, while the damning, malicious, reviewer in *The Scotsman*, of the same date, raged: ‘Indeed the modern movement has produced no more repulsive works than these heads, recumbent figures and mothers with children...’. It is the same old story of the public’s, and all but a few enlightened critics’, shock, hostility and indeed incomprehension of the new, of the sort which greeted the first Impressionist’s exhibition in 1863, Samuel Beckett’s *Waiting for Godot*, in 1955 (the first English production) and Harold Pinter’s *The Birthday Party* in 1958. However, it should be noted that some of the reviews of Moore’s 1931 exhibition were indeed very positive, none more so than Jacob Epstein’s memorable, prophetic foreword to the very modest 1931 Leicester Galleries catalogue: ‘Before these works I ponder in silence.... For the future of sculpture in England, Henry Moore is vitally important.’



Henry Moore O.M., C.H. (1898-1986), Henry Moore Drawing for Mask (HMF 744) - © The Henry Moore Foundation. All Rights Reserved, DACS 2018 / www.henry-moore.org - reproduced by permission of The Henry Moore Foundation

Of the ninety-seven sculptures executed between 1920 and 1929, masks and human, animal and reptile heads were the subjects of thirty-nine of them. Indeed, the three earliest recorded works are heads: the sycamore wood *Head*, c.1920 (LH Od), the naturalistic clay *Portrait Bust*, 1921 (LH 1, destroyed) and the boxwood *Small Animal Head*, 1921 (LH 1a). Of the thirty-nine 1920s sculptures, twelve were masks, of which the earliest was the Verdi de Prato *Mask*, 1924 (LH 21), which Moore described as '...definitely of Mexican influence, after seeing and admiring Mexican masks in the British Museum.' ⁵ I would add that the Gauguinesque, painted slate *Relief Head*, 1923 (LH 9), which Moore admitted was strongly influenced by Gauguin, has strikingly shallow, mask-like features, and should surely have been called *Relief Mask*.

Few artists have been as helpful and thorough as Moore in explaining not only many individual sculptures, but also 'My ideas, inspiration and life as an artist', the sub-title of the book *Henry Moore*, with photographer John Hedgecoe, published in 1986, the year of the sculptor's death.

'Masks isolate the facial expression, enabling you to concentrate on the face alone. They have, of course, been used throughout history, particularly as theatrical devices. Although the back of the head can be as beautiful and as interesting to a sculptor, it can't be as expressive, in the ordinary sense of the word, as the face' ⁶.

I designate 1929 'the year of the mask', which counted for six of the seventeen sculptures. Although there is no reference in Moore's writings to the Salmon alabaster *Mask*, 1929, his comments on the stone *Mask* of 1929 (LH 61, Fig.3) are relevant, both in the revealing formal analysis, particularly the emphasis on asymmetry, and in the association with Pre-Columbian masks:

'In this mask I wanted to give the eyes tremendous penetration and to make them stare, because it is the eyes which most easily express human emotion. In other masks, I used the asymmetrical principle in which one eye is quite different from the other, and the mouth is at an angle bringing back the balance. I had noticed this in some of the Mexican masks, and I began to find it in reality in all faces.' ⁷

During the 1920s and 1930s, I would suggest that the most important tenet of Moore's sculpture was his almost sacred belief, shared by Barbara Hepworth, in the doctrine of 'truth to materials', direct carving in stone and wood. This was the antithesis of Rodin's practice of modelling a work in clay or plaster, to be cast in a bronze edition. The most obvious precedents of direct carving were the wood and stone sculptures of Gauguin, Brancusi, Epstein, Picasso (in 1907), Modigliani, Gaudier-Brzeska and Giacometti, of whom, in my opinion, Brancusi, Epstein and Gaudier-Brzeska had the greatest impact on Moore's carvings of the 1920s. As the artist himself acknowledged, 'This is the tenet that I took over from sculptors like Brancusi and Modigliani.' ⁸ In 'A View of Sculpture', 1930, his first published article, Moore declared that the modern sculptor recognises '...the importance of the material in which he works, to think and create in his material by carving direct, understanding and being in sympathy with his material so that he does not force it beyond its natural constructive build, producing weakness; to know that sculpture in stone should look honestly like stone [my emphasis] that to make it look like flesh and blood, hair and dimples is coming down to the level of the stage conjurer.' ⁹



Henry Moore O.M., C.H. (1898-1986), *Mask 1929 (LH 61)* - © The Henry Moore Foundation. All Rights Reserved, DACS 2018 / www.henry-moore.org - reproduced by permission of The Henry Moore Foundation

Asymmetry, a feature of the contrasting sides of the *Salmon Mask*, 1929, was perhaps the second most influential of Moore's articles of faith, which remained steadfastly with him throughout his career. In his hand-written notes for 'A View of Sculpture' 1930, he declared rather forcefully, 'Perfect symmetry is death.' In looking at *Mask*, it is worth remembering Moore's comment, something that had never occurred to me, that 'Nature may appear symmetrical sometimes, but it never is. Everybody's face, for instance, is asymmetrical. If you took the two halves of a person's face and reversed them, you'd get a different person.'¹⁰ This is particularly well illustrated by the very subtle differences between the levels of the planes of the face on each side of the nose, and also that the left eye projects further forward than the right one. Obviously the most apparent asymmetrical feature of *Mask* is the contrast between the lack of a right ear, and the quite massive protuberance of the left one, which may well derive from Aztec sculpture, such as the very large, ornamental ears of the Aztec stone figure, c. AD 1400-1500, (Fig.4), probably representing the death god Mictlantecuhtli, which is illustrated on two pages in *Henry Moore at the British Museum* (1981). The small, circular hole in the ear form of *Mask* may be an echo, or perhaps it is merely an affinity, of the much larger holes pieced through the ear lobes in another very well-known sculpture in the British Museum, the Aztec stone mask of the God Xipe Totec, c. AD 1400-1500, which is also illustrated in the same book. Describing this sculpture, Moore remarked revealingly of the holes in his own work, made '...to make a formal contrast to the solid part of the sculpture; the space held inside should be appreciated as a shape in itself.' [My emphasis]¹¹.

A second and very obvious source for the large, stylised left ear of the *Salmon Mask* are the vertical projections on each side of the heads in Toltec-Maya Chacmool reclining figures. An adaptation of this striking, anatomical detail, first appeared as the rounded, thick projection of the left ear (as in *Mask* the only one) in the 1929 brown Hornton stone *Reclining Figure*, (LH 59) the earliest of many sculptures to reflect the overwhelming influence of the Pre-Columbian sculpture, which was, in my opinion, the seminal influence of Moore's entire career. It is almost certain that Moore's initial contact with a Chacmool sculpture occurred on a visit to Paris at Whitsun 1922 with Barbara Hepworth, Raymond Coxon and Edna Ginese. He remembered seeing a plaster cast in the ethnographic museum at the Palais du Trocadéro. In *Notebook No.2*, 1921-22, *Studies for Sculpture* (HMF 66) includes two thumb nail sketches of reclining figures on pedestals, both of which unquestionably echo the pose of the Chacmool. This initial contact lay dormant for seven years, until it suddenly erupted in *Reclining Figure*, 1929. It was to have the same profound influence on Moore's art as Picasso's revelation on seeing African and Oceanic masks on a visit to the Trocadéro in May or June of 1907, which led to the almost *immediate* repainting in July 1907, under the influence of African sculpture, of the heads of the two right-hand figures of *Les Femmes d'Alger*. When Moore metamorphosed in his carvings of the 1920s Pre-Columbian masks and the Chacmool, what impressed the artist were their purely formal, sculptural qualities, as he knew nothing or very little, of their meaning, function, ceremonial or religious purposes.

Whereas many African and Oceanic tribal masks, most of which were carved in wood, destined to be worn in ceremonial and religious festival, have, by necessity, completely hollowed out spaces in front of each eye, in only one of Moore's nine masks of the 1920s (five in stone, three in cast concrete and one in rock salt) are the eyes represented by holes penetrating right through the material. Their solid eyes are in keeping with those of many Pre-Columbian masks.



Sandstone seated figure of Mictlantecuhtli
© The Trustees of the British Museum



© The Estate of Alberto Giacometti, licensed in the UK by ACS and DACS, London 2018; Photo: Walter Dräyer, Zürich

Of the dominant facial features of the *Salmon Mask* – the eyes, the nose seamlessly emerging beneath the pronounced, forward thrust of the forehead, the mouth and the ear – the eyes are the most striking and most haunting. While the straight, elongated line of the nose is distinctly reminiscent of Modigliani's limestone *Head*, 1911-12 (Tate, formerly Victoria and Albert Museum, London), the circular, featureless eyes could well derive from, and if not, they do have a remarkable affinity with the raised oval eyes of Brancusi's marble *Three Penguins*, 1914 (Philadelphia Museum of Art). Perhaps a more likely source is the lone, circular eye in low relief, with the tiny hole representing the pupil, of Giacometti's marble *Woman (Femme)*, 1928, (The Alberto Giacometti Foundation) (Fig.5). In the *Salmon Mask*, the smoothly rounded, projecting, featureless eyes, which are quite obviously the antithesis of the hollowed out, staring eyes in Moore's *Mask* of the same year (Fig.3) are very closely related to the eyes of the 1924 *Mask* discussed above, the first of the six of the 1920s. The irregular patches of mottling on the face produce a skin-like effect on the smooth, polished surface of the alabaster. I am reminded of Othello's words in Act V, Scene II as he watches over Desdemona asleep in bed:

*'Yet I'll not shed her blood,
Nor scar that whiter skin of hers than snow,
And smooth as monumental alabaster.'*

Mask is the most human, the most peaceful and serene of the twelve motifs of the 1920s. While its gender is not perhaps immediately obvious, what I find unmistakable is the mood of thoughtful, reflective, and meditative calm.

Endnotes

1. *Henry Spencer Moore*, photographed and edited by John Hedgecoe, words by Henry Moore, London, 1968, p.25.
2. Alan Wilkinson, ed., *Henry Moore: Writings and Conversations*, Lund Humphries, Aldershot, 2002, p.267.
3. *Ibid.*, p.212
4. Albert E. Elsen, *Rodin*, The Museum of Modern Art, New York, 1963, p.174.
5. Hedgecoe/Moore, p.56.
6. *Ibid.*, p.56.
7. *Ibid.*
8. Wilkinson, p.201
9. *Ibid.*, p. 187.
10. *Ibid.*, p. 219.
11. Henry Moore, *Henry Moore at the British Museum*, Photographs by David Finn, London, British Museum Publications Ltd., p.74.

Acknowledgements

My thanks to Matthew Bradbury of Bonhams, Director, U.K Board, Modern British & Irish Art, for inviting me to write this article. Martin Davis and Sophie Orpen of the Henry Moore Foundation, with their unrivalled, encyclopaedic knowledge of Henry Moore's life and work and of all things Moore-ish, have been most patient and extraordinarily helpful in answering endless tedious questions, and for proof reading my article and correcting many errors which I would have missed. Dr Sophie Bowness provided the link with Barbara Hepworth, to be able to establish that Henry Moore first visited Paris in 1922, not in 1923. My thanks to Heidi Langlay-Smith for her astute proof reading.

A.W.



VARIOUS PROPERTIES

50 ^{AR}

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

Sculptural Form

signed and numbered 'Moore 2/9' (on the base)

bronze with a green patina

20.4 cm. (8 in.) high (including base)

Conceived in 1962

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 40,000

Provenance

With Marlborough Fine Art, London

Acquired from the above, and thence by descent to

Private Collection, U.S.A.

Their sale; Bonhams, London, 18 November 2015, lot 82, where

acquired by the present owner

Private Collection, U.K.

Literature

Alan Bowness, *Henry Moore; Sculpture and Drawings Volume 3, Sculpture 1955-64*, Lund Humphries, Much Hadham & London, 1986, cat.no.505b (ill.b&w, another cast)

John Hedgecoe, *A Monumental Vision, The Sculpture of Henry Moore*, Collins & Brown, London, 1998, pp.228-229, cat.no.472 (coll.ill., another cast)

As has been noted by Roger Berthoud, the period 1962 to 1965, to which *Sculptural Form* belongs, was an incredibly productive one for Henry Moore. In particular, these years saw a variety of conceptions which had in mind contemporary architectural settings, coming as they did, off the back of the celebrated Unesco *Reclining Figure* which was completed in 1958. As such 'these works have a toughness, a muscularity seen only fleetingly since the 1930s. They are very masculine'. (Roger Berthoud, *The Life of Henry Moore*, Faber and Faber, London, 2003, p.342).





**PROPERTY FROM THE ESTATE
OF THE LATE SYLVIA GRAUCOB**

51 AR

JOHN PIPER C.H. (1903-1992)

Variations on Ancient Seals IV
signed 'Piper' (lower right)
oil on canvas laid on panel
26.8 x 50.5 cm. (10 1/2 x 19 7/8 in.)

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 16,000

Provenance

With The Leicester Galleries, London
Sylvia Graucob

Exhibited

London, The Leicester Galleries, *Exhibition of the Recent Work of John Piper*, May-June 1955, cat.no.12

Boris Kochno (1904-1990) was Russian poet and dancer who wrote the ballet Luna Park and commissioned Christopher Wood to design the set.



52 * AR

JOHN PIPER C.H. (1903-1992)

Hensington Gate

signed 'John Piper' (lower left)

oil on canvas

61.3 x 50.9 cm. (20 x 24 1/8 in.)

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 26,000

Provenance

Sylvia Graucob

The present work depicts the gate pillars of the Hensington gate at Blenheim Palace. John Piper illustrated it a number of times including a David Whitehead textile in 1956 and an etching in 1983.



VARIOUS PROPERTIES

53 AR

JOHN PIPER C.H. (1903-1992)

St. Andrew's Church in Northborough
signed, inscribed and dated 'John Piper/Northborough/v/so/1/81'
(lower edge); further inscribed 'No 33 Northborough' (verso)
wash, pen and ink, and gouache
57.6 x 78.5 cm. (22 3/4 x 30 7/8 in.)

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

With The Solomon Gallery, Dublin
Private Collection, U.K.

Exhibited

Dublin, The Solomon Gallery, *John Piper Watercolours*,
11 January – 3 February 1982, no.33



54 AR

JOHN PIPER C.H. (1903-1992)

Fawley VI

signed 'John Piper' (lower right); titled 'FAWLEY VI' (on the stretcher)

oil and sand on canvas

50.8 x 91.5 cm. (20 x 36 in.)

Painted in 1989

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 26,000

Provenance

The Artist

With Waddington Galleries, London, 24 November 1989, where

acquired by the present owner

Private Collection, Germany

Exhibited

London, Waddington Galleries, *John Piper*, 29 November-22

December 1989, cat.no.6 (col.ill.)



55 AR

JOHN PIPER C.H. (1903-1992)

Porth Trwyn III

signed 'John Piper' (lower left), titled and dated 'Porth Trwyn 3/1963'
(verso)

wash, gouache and collage

56.9 x 77.2 cm. (22 3/8 x 30 3/8 in.)

£6,000 - 8,000

€6,800 - 9,100

US\$7,900 - 11,000

Provenance

With Marlborough Fine Art, London

With Marjorie Parr Gallery, London, 1969, where acquired by the family
of the present owner

Private Collection, U.K.



56 AR

GRAHAM SUTHERLAND O.M. (1903-1980)

Abstract forms

signed and dated 'Sutherland/1976' (lower right)

pencil, wash and gouache

53.5 x 53.8 cm. (21 1/8 x 21 1/4 in.)

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 16,000

Provenance

With Caroline Wiseman, London, 2012, where acquired by the present owner
Private Collection, U.K.

57 AR

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

Dog

signed and numbered 'Frink 41/50' (on the right hind paw)

bronze with a dark brown patina

29.2 cm. (11 1/2 in.) high

Conceived in 1992

£60,000 - 80,000

€68,000 - 91,000

US\$79,000 - 110,000

Provenance

With Courcoux & Courcoux Contemporary Art, Hampshire, 12 July 1996,
where acquired by the present owner

Private Collection, U.K.

Exhibited

Salisbury, Salisbury Library and Galleries, *Elisabeth Frink: A Certain
Unexpectedness*, 1997 (another cast)

Literature

Edward Lucie-Smith, *Elisabeth Frink; Sculpture Since 1984 and
Drawings*, Art Books International, London, 1994, p.20 & 191, cat.
no.SC73 (ill.b&w, another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink; Catalogue Raisonné of
Sculpture 1947-93*, Lund Humphries, Farnham, 2013, pp.188-189, cat.
no.401 (ill.b&w, another cast)

This work was cast as part of a project to raise funds for the Hospital of
Sick Children, Great Ormond Street, London.



58 AR

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

Boar

signed 'Frink' (on the base)

bronze with a dark brown patina

22.9 cm. (9 in.) long

Conceived in 1967-8, in an edition of 7

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 26,000

Provenance

With David Wolfers, where acquired by the previous owner

Exhibited

London, Royal Academy, *Elisabeth Frink: Sculpture and Drawings 1952-1984*, 8 February-24 March 1985 (another cast)

Literature

Jill Willder (ed.), *Elisabeth Frink Sculpture; Catalogue Raisonné*, Harpvale, London, 1984, p.172-173, cat.no.171 (ill.b&w, another cast)
Annette Ratuszniak, *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.112, cat.no.FCR198

Boars reoccur in both Frink's sculpture and drawing from 1957 until the mid-1970s. Annette Ratuszniak comments 'In 1955 Frink married the architect Michel Jammet, from a French family that lived in Dublin. When travelling around Ireland, Frink saw a lot of Celtic sculpture. Although not drawing directly upon Celtic imagery or myths, she was interested in the psychological relationships between humans and animals.' (Annette Ratuszniak (ed), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.56). This work was commissioned by The Zoological Society of London.



59 AR

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

Warrior

signed and dated '56/Frink' (on the base) and numbered '1/10' (on the back of the base)

bronze with a brown patina

40.7 cm. (16 in.) high

£25,000 - 35,000

€29,000 - 40,000

US\$33,000 - 46,000

Provenance

The Artist, from whom acquired by Professor Nevill Henry K.A. Coghill (1899-1980), thence by family descent to the present owner
Private Collection, U.K.

Professor Nevill Henry K.A. Coghill was an English literary scholar, known especially for his modern English version of Geoffrey Chaucer's *Canterbury Tales*. He was educated at Exeter College, Oxford and was Merton Professor of English literature at the University of Oxford from 1957 to 1966. Elisabeth Frink and Professor Coghill became friends following their work together on her *Canterbury Tales* series (see Stephen Gardiner, *Frink*, Harper Collins, London, 1998, p.176).



60 AR

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

St Edmund Maquette

signed and numbered 'Frink 4/9' (on the base)

bronze with a brown patina

41.9 cm. (16 1/2 in.) high

Conceived in 1976

£40,000 - 60,000

€46,000 - 68,000

US\$53,000 - 79,000

Provenance

The Artist, from whom acquired directly by the father of the present

owners, *circa* 1976

Private Collection, U.K.

Literature

Jill Willder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*,

Salisbury, 1984, p.186, cat.no.229, (ill.b&w., another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of*

Sculpture 1947-93, Lund Humphries, London, 2013, p.132, cat.

no.FCR258 (ill.b&w., another cast)

The father of the present owners grew up in the same village as Elisabeth Frink, in Great Thurlow, and the two families were and remained great friends. When in 1974, a sculpture was to be commissioned by the then West Suffolk County Council, he suggested Frink. She in turn produced a monumental statue of King Edmund, the original Patron Saint of England and King of the East Angles, which was unveiled in July 1976. The legend of St Edmund, who ruled East Anglia from AD 855 to 869, tells of the brave King who was killed by the Vikings after refusing to denounce his Christianity. Originally intended for Bury St Edmunds town centre the sculpture was ultimately positioned in the cathedral grounds.





61 AR

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

Rolling Over Horse

signed and numbered 'Frink/0/0' (on the torso)

bronze with a brown patina

45.1 cm. (17 3/4 in.) wide

Conceived in 1980

£70,000 - 100,000

€80,000 - 110,000

US\$92,000 - 130,000

Provenance

With Beaux Arts, Bath, where acquired by the present owner

in the 1990s

Private Collection, U.K.

Exhibited

London, Waddington Gallery, *Elisabeth Frink: Recent Sculpture, Works on Paper*, 1981

Dorchester, Dorset County Museum, *Elisabeth Frink: Drawings and Sculpture*, 1982

Literature

Jill Willder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*, Salisbury, 1984, p.193, cat.no.259 (ill.b&w., another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.147, cat. no.FCR293 (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* (1980) is one. Speaking in reference to this celebrated period, Julian Spalding comments that 'Frink's animals came to feature more and more not as tortured harbingers of terror, but much more quietly, as themselves. Horses roll over and kick in the grass, as in *Rolling Over Horse* (1980, FCR293), or they lie down at ease... 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.



62 AR

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

Small Standing Dog

signed and numbered '6/8/Frink' (on the right hind paw)

bronze with a light brown patina

34.7 cm. (13 3/4 in.) long

Conceived and cast in 1991

£60,000 - 80,000

€68,000 - 91,000

US\$79,000 - 110,000

Provenance

The Artist, by whom donated to

The Royal Academy of Arts, London, *Royal Academy Raffle*, 10 June

1992, where acquired by the present owner

Private Collection, U.K.

Literature

Edward Lucie-Smith, *Elisabeth Frink, Sculpture Since 1984 and Drawings*, Art Books International, London, 1994, p.191, cat.no.SC63 (ill.b&w, another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.187, cat. no.FCR394 (col.ill, another cast)

Please note there is a scan of the original Royal Academy raffle ticket listing the prizes, this being first prize. A letter from the artist to the winner of the raffle is also included with this lot.



63^{AR}

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

Norma Lopez

signed with initials 'KW' (upper right)

oil on canvas

61.6 x 51 cm. (24 1/4 x 20 in.)

£8,000 - 12,000

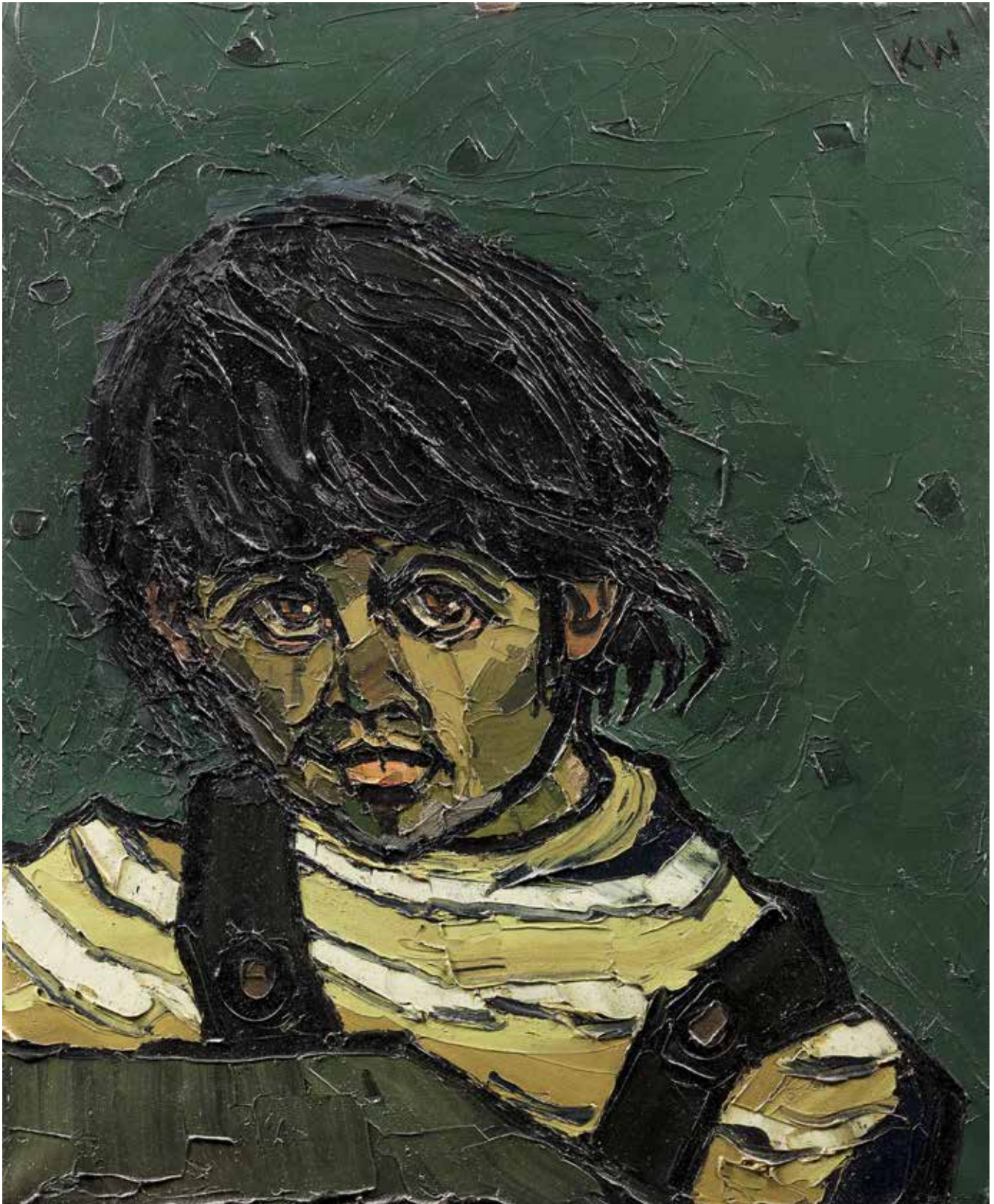
€9,100 - 14,000

US\$11,000 - 16,000

Provenance

Private Collection, U.K.

Norma Lopez was an eight year old Argentine child from Trevelin in Patagonia. During his trip to Y Wladfa (a Welsh colony) in the late 1960s, the artist sketched her on a number of occasions leading to a very popular print that became symbolic of his time in South America.



64 ^{AR}

SHEILA FELL R.A. (1931-1979)

Cornfield Evening

signed 'Fell' (lower right); further signed, titled and dated 'SHEILA FELL/CORNFIELD EVENING/1964' (on the canvas overlap)

oil on canvas

50.7 x 61.3 cm. (20 x 24 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

With Beaux Arts Gallery, London, 1964, cat.no.15

Sale; Sotheby's, London, 8 March 1995, lot 229

Private Collection, U.K.

We are grateful to Professor Andrew Bradley for his assistance in cataloguing this lot.



65 AR

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

Nant Peris

signed with initials 'KW' (lower right) and inscribed '1/NANTPERIS'
(verso)

oil on canvas

91.5 x 121.5 cm. (36 x 47 7/8 in.)

£25,000 - 35,000

€29,000 - 40,000

US\$33,000 - 46,000

Provenance

With Howard Roberts Gallery, Cardiff, 1968, where purchased by the
father of the present owner
Private Collection, U.K.



**PROPERTY FROM THE ESTATE
OF THE LATE SYLVIA GRAUCOB**

66 * AR

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

Ruined House in Ireland

signed and dated 'L.S.Lowry/1964' (lower left); titled 'Ruined House in Ireland' (lower right); further signed and inscribed 'Ruin of a House/the Wicklow Hills/LS Lowry' (verso)

pencil

25.5 x 35 cm. (10 x 13 3/4 in.)

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 26,000

Provenance

The Artist, by whom donated to

Sale; Midland Hotel, *The Children's Charity Auction*, Manchester,

November 1973

Sylvia Graucob



VARIOUS PROPERTIES

67 AR

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

The Hatter

signed and dated 'L.S. Lowry 1969' (lower right)

pencil

32.4 x 22 cm. (12 3/4 x 8 5/8 in.)

£25,000 - 35,000

€29,000 - 40,000

US\$33,000 - 46,000

Provenance

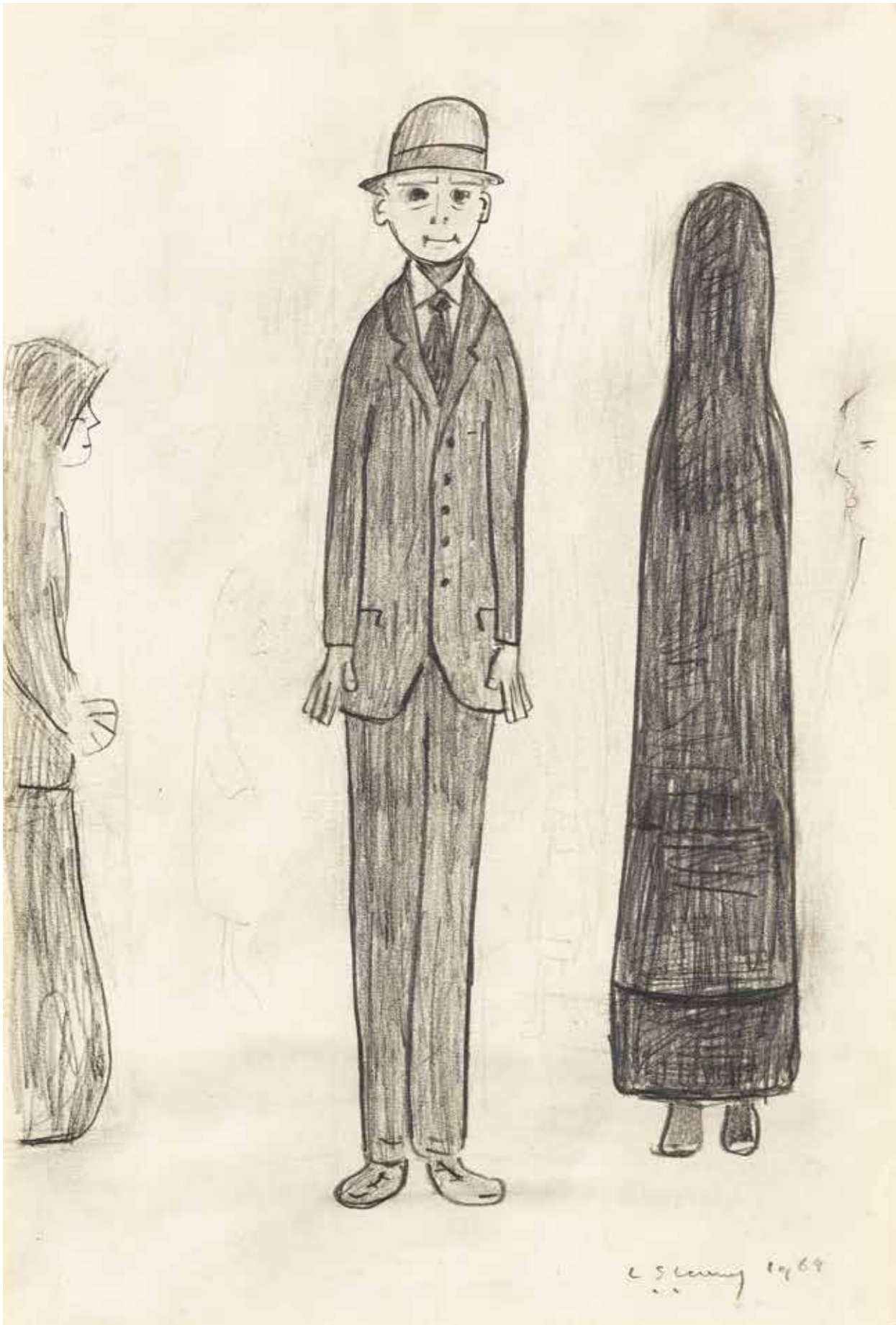
The Artist, from whom acquired by

Frederick Stafford, thence by descent

With Rob Whittle Fine Art, Birmingham, 2009, where acquired by the
present owner

Private Collection, U.K.

The present work is believed to depict a hatter by the name of George
Roberts of Glossop, Lancashire.



68 AR

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

Suburban Figures

signed and dated 'L.S. LOWRY. 61' (lower left)

oil on board

27 x 22.6 cm. (10 5/8 x 8 7/8 in.)

Painted 1957-1961

£80,000 - 120,000

€91,000 - 140,000

US\$110,000 - 160,000

Provenance

The Artist, by whom gifted to the previous owner

Acquired from the above by the present owner

Private Collection, U.K.

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 figures that emerge in the late 1950s and subsequently become one of his dominant elements. Through deft yet rich brushwork Lowry masterfully captures individual gesture and, by way of his characteristic melancholic wit, recalls witnessed moments of amusement. In these usually small-scale works, people, either single or grouped, are presented with the scantest suggestions of environment. This deep focus, which creates a psychological angle, was particularly appealing to Lowry who commented "I think this is my best period... I think I am saying more, going deeper into life than I did" (L. S. Lowry quoted in Michael Howard, *Lowry: A Visionary Artist*, Lowry Press, Salford, 2000, p.201).

The first owner of *Suburban Figures* was a friend of Lowry's. The painting began in 1957 as a lesson, with Lowry preparing the board in his usual fashion with a priming of flake white. Working 'wet in wet', vermilion and yellow ochre were introduced, forming the shawl of the woman at the centre of the composition. Having no image in his mind, he allowed the picture to develop itself. More people were added, including two half-figures towards the lower right-hand corner, and dogs, of course. When he could take it no further, and being very particular about the lengthy drying times required for his thickly applied impasto technique, he took it back to his Mottram studio to finish.

After *Suburban Figures* left his studio, Lowry would regularly see the work hanging in his friend's home. He was mindful that the fresh brash nature of the flake white ground ought to soften with age (a natural process he referred to as 'dropping') and was pleased with how the work was settling. Indeed, around this time, the two of them were together viewing a recently restored El Greco painting, in London, their whites newly gleaming, and it is recalled that he stated "If I paint, knowing flake white will drop, surely a great master like him will have known".

In 1960, Lowry again viewed *Suburban Figures* and felt compelled to make an adjustment. Most apologetically, he asked if he could take the picture back to correct it, muttering that he did not know how he had allowed such an error. He once said that the removal of one figure in any of his paintings would disrupt the composition. He was not only a master of tonal values but also of design. He returned the picture with one of the half-figures now painted out. This was to allow the eye to more freely enter the composition, a device enhanced by the inclusion of the diagonal pavement directing the viewer towards the centre point. Now complete, the work was re-dated by Lowry to 1961.



69 AR

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

The Prayer Meeting
signed 'LS Lowry' (lower left)
pencil
25.7 x 34.5 cm. (10 1/8 x 13 1/2 in.)

£40,000 - 60,000

€46,000 - 68,000

US\$53,000 - 79,000

Provenance

With Lefevre Gallery London
With Kaplan Gallery, 14 July 1979
Private Collection
Sale; Sotheby's, London, 10 December 2008, lot 38
Private Collection, U.K.

The present work relates to a large oil by the same title dated 1944, formerly belonging to the noted collector David Carr and Shelley Rohde notes that a sketch for the composition was executed by Lowry on a trip to Lincoln. The scene depicts a Salvation Army preacher at the centre flanked by a devoted choir mid verse before a bustling crowd. As is often the case for Lowry it is the crowd which form the true subject of the picture – less than half of the figures are shown paying attention to the preacher. The eyes of the remainder are straying right or left, or in several cases glare directly out of the picture frame, their expressions mocking and humorous. The artist's long time dealer Andras Kalman comments "Lowry never spoke to me of going to church. This kind of scene appears to him as humorous and almost pointless. This is Lowry in a witty, naughty mood, making fun of the preacher and his followers." (Andras Kalman and Andrew Lambirth, *LS Lowry, Conversation Pieces*, Chaucer Press, London, 2003, p.85).



70 AR

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

Rounders

signed and dated 'L.S. Lowry 1939' (lower right)

oil on panel

38.3 x 50.8 cm. (15 1/8 x 20 in.)

£400,000 - 600,000

€460,000 - 680,000

US\$530,000 - 790,000

Provenance

With Lefevre Gallery, London

With The Leicester Galleries, London, where acquired by

Dr. Llewellyn Wyn Griffiths C.B.E.

His sale; Sotheby's, London, 21 November 1973, lot 143

Sale; Christie's, London, 17 October 1980, lot 124

Sale; Christie's, London, 21 November 1995, lot 240

Sale; Christie's, London, 10 June 2005, lot 85, where acquired by the present owner

Private Collection, U.K.

Exhibited

Sunderland, Art Gallery, *L.S. Lowry*, organised by Arts Council of Great Britain, August-September 1966, cat.no.28; this exhibition travelled to Manchester, Whitworth Art Gallery, September-October, Bristol, City Art Gallery, October-November and London, Tate Gallery, November 1966-January 1967

London, Richard Green, *L.S. Lowry, A Collector's Choice*, May 2004, cat.no.5

Literature

Shelley Rohde, *L.S. Lowry: A Life*, Haus Publishing Ltd., London, 2007, p.165 (col.ill.)

T.G. Rosenthal, *L.S. Lowry: The Art and The Artist*, Unicorn Press, Norwich, 2010, p.77 (col.ill)





Laurence Stephen Lowry, R.A. *A Cricket Match*, 1952
 © The Estate of L.S. Lowry. All Rights Reserved, DACS 2018

L.S. Lowry was a keen observer of sporting events including football and cricket matches. Among his most celebrated paintings is *Going to the Match* (1953) now in the collection of The Professional Footballers' Association. But rather than depicting the action on the field, the artist concentrates on the assembling crowd, converging on the stadium. In another acclaimed painting, *The Football Match* (1949), the game itself, albeit an amateur non-league one, forms the focal point surrounded by a decent-sized crowd contained within an extensive urban setting. Whilst football held more of a personal draw to Lowry, cricket matches also appear in a small selection of his paintings. Lowry's good friend and collector Alick Leggat, who was for many years Honorary Treasurer of the Lancashire County Cricket Club, provided advice for some of these on the positioning of the fielders. Like his football paintings, they portray both professional games, as in *The Cricket Match; A Cricket Sight Board* (1964-69) and more informal matches played out before a smaller crowd within an industrial environment, such as *A Cricket Match* (1952). In others, namely his 1938 oil on canvas, *A Cricket Match*, children can be seen playing the sport in an impromptu game amongst friends. The setting is quite typical with the action taking place on a piece of waste ground, framed by crumbling walls and broken fences.

With his engaging and playful 1939 painting *Rounders*, Lowry presents another very popular bat-and ball-sport, albeit one which never gained traction in the professional sense. Dating back to Tudor times and first referenced in 1744 (as base-ball), the rules of the game were included in William Clarke's 1828 second edition of *The Boy's Own Book*. Just as popular in Ireland as it was England, the Gaelic Athletic Association formalised and unified the rules in 1884. Shortly thereafter, Associations were formed in the north-west (Liverpool) and Scotland. The rules are relatively simple, compared to say cricket or American baseball. The bowler pitches the leather ball with an underarm pendulum action to the batter, whose aim is to strike it and then run past the four bases set out in a diamond shape, returning to the 'home' base to score a rounder without it being either caught by a fielder (of which there can be up to nine) or returned to a manned

post before the batter arrives. The game is great fun to play and has remained especially popular within schools and with children in the summer months in parks up and down the country. Its versatility - all that is really required apart from the bat and ball is an outdoor green space of sufficient size - means that games can be played in urban parks with little planning or indeed expense. For the working-class children of inner city Manchester during the war it was probably the most accessible sport they could partake in.

With the present painting, executed the same year as Lowry's first exhibition at the Lefevre Gallery in London, the composition has been carefully considered. The action takes centre stage with the game situated on nothing more than a piece of rough ground; a line of coal carts on the horizon hinting at the likely occupation of the children's parents. The youngster in red holding the ball is positioned in the middle of the picture as the batter faces the viewer, a few metres away. The four children on their posts in the diamond shape spread out from these, waiting in anticipation, with fielders beyond. A few casual onlookers surround them, whilst other people go about their daily lives. On the right-hand side a sweeping, curved path adds a rhythmic element to the composition and leads our eyes up to the smoking industrial backdrop, so that even in their leisure time the children are reminded of their likely future employment.

The characteristic thick white ground applied to the panel has been allowed to show through the thin layer of green on the area of grass, so that the surface the children play on has a beautiful luminosity to it, in stark contrast to the dark red-brown and black of the houses on the left hand-side. In all its passages *Rounders* is a perfectly realised and superbly executed Lowry oil, painted during a time when the artist's technical brilliance was coming to the fore. It brilliantly marries children at play, unaware of the atrocities of the war which would consume industrial Britain for the following seven years, with his keen interest in leisure activities of the working-class, to create an amazingly evocative slice of north-west England at the outbreak of conflict.





71 AR

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

Bound Figure

signed and dated 'Frink/50' (lower right)

wash and pen and ink

47 x 30.5 cm. (18 1/2 x 12 in.)

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 16,000

Provenance

With Beaux Arts, London

With Gray Modern & Contemporary Art, Somerset, where acquired by
the present owner

Private Collection, U.K.

It has been suggested by the late Lin Jammet, the artist's son, that the
present work depicts Christ.



72

HENRI GAUDIER-BRZESKA (1891-1915)

Portrait of Ossip Zadkine
charcoal, pastel and wash
64.1 x 51.4 cm. (25 1/4 x 20 1/4 in.)
Executed in 1913

£7,000 - 10,000

€8,000 - 11,000

US\$9,200 - 13,000

Provenance

With Mercury Gallery, London (as *Man in Profile*)
With Anthony Ralph Gallery, New York
With Rachel Adler Fine Art, New York
Sale; Sotheby's, Olympia, 10 September 2003, lot 140
With Samuel Robson, Rutland, where acquired by the present owner
Private Collection, U.K.

Ossip Zadkine (1888-1967) was a Russian-born artist who lived in France, primarily recognised for his sculpture but also worked in oils and print.

73 AR

DAVID HOCKNEY (BORN 1937)

Michael Having a Cigarette

inscribed 'Michael having a cigarette not/very early in the morning
- (about 10.0am)/when we should have been at Acton/Green at
9.30a.m.' (lower right)

pen and ink

44.6 x 27.3 cm. (17 1/2 x 10 3/4 in.)

Executed *circa* 1963

£5,000 - 7,000

€5,700 - 8,000

US\$6,600 - 9,200

Provenance

With Nevill Keating Pictures Ltd., London, 14 October 1976, where
acquired by the family of the present owner
Private Collection, South Africa

The sitter of the present work is Michael Deakin, a friend of the noted
publisher and print-maker Paul Cornwall-Jones. Cornwall-Jones was
the founder of Alecto Prints and later the Petersberg Press and was
a long-time collaborator with artists including David Hockney and
Howard Hodgkin.

We are grateful to David Hockney Inc. for their assistance in
cataloguing this lot.



74 AR

PATRICK PROCKTOR R.A., R.W.S. (1936-2003)

Nicholas & Keith

dated '10 V 66' (lower right)

acrylic on canvas

81.3 x 73.7 cm. (32 x 29 in.)

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 40,000

Provenance

With Dunkelmann Gallery, Toronto

Private Collection, U.K.

Exhibited

London, Redfern Gallery, *Patrick Procktor*, May 1967, cat.no.8

First exhibited in Patrick Procktor's third one-man show, at The Redfern Gallery, London in May 1967, *Nicholas and Keith* depicts two of his artist friends: Nicholas Ferguson, who had studied alongside him at the Slade; and Keith Milow, a one-time student of Procktor's at Camberwell School of Art. The besuited Ferguson stands gazing out at us over a vulnerably naked Milow, who appears to strain his head to look up at him from the bed on which he reclines. The relationship between them appears Pinteresque in its ambiguity, a factor heightened by the indeterminate setting of mostly undifferentiated blues. The painting's composition is though in fact an invention, each figure based on a separate drawn study, whilst the subjects' real-life friendship was merely casual and amicable. But what Procktor does very deliberately here, in this double portrait of gay men with its open display of male nudity, is explore a theme of transgressive or ambivalent sexuality. It was to be found elsewhere in the Redfern show: in pictures of The Rolling Stones, cocksure in drag, and of gangs of leather boys hanging out in vast rooms. In imagining the edgy frisson first generated by these works, one must consider the social context of the period, that of the eve of the Sexual Offences Act, which partly decriminalised homosexual acts. In the same month as his exhibition, Procktor made a drawing of Joe Orton, naked but for his socks, subsequently reproduced in the programme of the gay playwright's work at the Royal Court Theatre. The drawing, now in the National Portrait Gallery, soon acquired a particular notoriety.

In terms of technique, the 1967 show marked an important transitional point for Procktor, as he moved further towards the lightness of touch for which he is renowned. It is evident in the understated painterly application of *Nicholas and Keith*, with its areas of finely brushed delineation, its allowance of the weave of the underlying canvas to produce subtle textural effect in Ferguson's softly painted clothing and on Milow's rumpled sheet. One notes also the manner in which the artist characteristically edits and pares down, for instance leaving Ferguson's hands unpainted, so that they appear as though gloved by the white of the canvas. The painting is both of and from a particular moment; at the cusp of social liberation, and a pivotal time in Procktor's artistic development.

We are grateful to Dr Ian Massey for compiling this catalogue entry. His book, *Patrick Procktor: Art and Life* is published by Unicorn Press.



75 AR

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

Italian Easter Egg

signed and dated 'Craigie Aitchison 1994' (on the canvas overlap)

oil on canvas

76.2 x 63.5 cm. (30 x 25 in.)

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 66,000

Provenance

With Thomas Gibson Fine Art, London, 22 December 1994, where

acquired by the present owner

Private Collection, Germany

Exhibited

London, Thomas Gibson Fine Art, *Jerwood Painting Prize Exhibition*, 1994

London, Royal Academy of Arts, *Craigie Aitchison: Out of the Ordinary*, 9

October-9 November 2003, cat.no.51 (col.ill.)

Literature

Cate Haste, *Craigie Aitchison, A Life in Colour*, Lund Humphries,

Farnham, 2014, p.117, pl.158 (col.ill.)

Writing in the 2003 Royal Academy of Arts exhibition catalogue, Andrew Lambirth notes that to Craigie Aitchison's streamlined repertoire of motifs "recently, exotically wrapped Easter eggs have been a subject, all coloured cellophane folded into flounced patterns. Of these *Italian Easter Egg* is about the finest, and Aitchison's favourite" (exh.cat. Andrew Lambirth, *Craigie Aitchison, Out of the Ordinary*, Royal Academy of Arts, 2003, p.15). Cate Haste further praises the present work stating that "Against a very dark background the object in its fluted cellophane wrapping hums through its controlled shapes and colours" (Cate Haste, *Craigie Aitchison, A Life in Colour*, Lund Humphries, Farnham, 2014, p.170).

When painted, *Italian Easter Egg* didn't escape critical attention. The picture was selected by Aitchison's dealer Thomas Gibson along with three further canvases for inclusion in the inaugural Jerwood painting prize. There were 240 entrants for the £30,000 purchase award, which in later years was to be won by artists such as Maggi Hambling, Patrick Caulfield, Gary Hume and Prunella Clough. On the evening of the ceremony Aitchison was in the pub at the crucial point and had to be fetched for the announcement that he had been victorious. Notoriously self-effacing, Aitchison's response to the win was to declare that the judges must have confused him with fellow shortlisted artist Euan Uglow. The Jerwood foundation selected the large *Crucifixion* 1994 as the winning work, and *Italian Easter Egg* was purchased shortly thereafter, remaining in the same private collection ever since.



76 AR

FREDERICK EDWARD MCWILLIAM (1909-1992)

Reclining figure

stamped with initials 'MCW' (on the upper back)

bronze with a dark brown patina

35 cm. (13 3/4 in.) long

Conceived in 1960 in an edition of 5

£7,000 - 10,000

€8,000 - 11,000

US\$9,200 - 13,000

Provenance

With The Waddington Galleries, London

Private Collection, U.K.

Exhibited

London, The Waddington Galleries, *F.E. McWilliam*, 9 February-4

March 1961, cat.no.26 (another cast)

Antwerp, Open-Air Museum, *6th Biennale*, 15 July-15 October 1961

(another cast)

Literature

Denise Ferran & Valerie Holman, *The Sculpture of F.E. McWilliam*, Lund

Humphries in association with the Henry Moore Foundation, Farnham,

2012, p.131, cat.no.215 (ill.b&w, another cast)

Roland Penrose, *McWilliam*, Alec Tiranti, London, 1964 (ill., another

cast)

The present work is accompanied by a marble base.



77 * AR

LYNN CHADWICK R.A. (1914-2003)

Two Lying Figures on Base II
stamped with signature, numbered and dated
'CHADWICK/74/680S/2/8' (on the rear left of the base); further
numbered '2/8' and stamped again with the Morris Singer Foundry
stamp (on the rear right of the base)
bronze with a black patina and polished faces
54.6 cm. (21 1/2 in.) long
Conceived in 1974 and cast in 1986

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 66,000

Provenance

Private Collection, Australia

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund
Humphries, Aldershot, 2014, p.304, cat.no.680S (another cast)

Another cast from this edition is in the collection of the Smart Museum
of Art at the University of Chicago.

We are grateful to the Artist's Estate for their assistance in cataloguing
this lot.





The present lot at the Hedgecoe's house in Essex, 1978

78 AR TP

BERNARD MEADOWS (1915-2005)

Large Pointing Figure with Child
 polished bronze on the artist's concrete base
 76.2 cm. (30 in.) wide
 Conceived in 1973, in an edition of 2

£15,000 - 20,000
€17,000 - 23,000
US\$20,000 - 26,000

Provenance

The Artist, 1978, from whom acquired by
 Professor John Hedgecoe
 Thence by family descent to the present owner in 2010
 Private Collection, U.K.

Literature

Alan Bowness, *Bernard Meadows: Sculpture and Drawings*, The Henry Moore Foundation in association with Lund Humphries, London, 1955, cat.no.BM 118, pl.89 (col.ill)

The Pointing Figures, made from the later 1960s, marked a change in Meadows' style as he moved away from the combative armed busts into a subject that had obsessed Henry Moore, to whom he had been first assistant. *Large Pointing Figure with Child* was conceived in an edition of only 2 in 1973 and is a significant work with a smooth, bulbous surface that evokes the female form with the strong, forward positioned arm both protective and defensive. The anguish of earlier works has dissipated as a richness of feeling and sensitivity to the parent emerges from the rounded bronze that emanates calmness and relaxation.

Large Pointing Figure with Child was formerly in the collection of the artist's great friend and colleague John Hedgecoe. An eminent British photographer, Hedgecoe was the author of over thirty books on the subject, as well as Henry Moore, and established the Royal College of Art Photography Department in 1965. The concrete plinth with textured wood surface on which the present work sits was specifically designed at the Royal College by Bernard Meadows for John and sited outdoors at the Hedgecoe family home in Essex shortly after.



79 AR TP

BERNARD MEADOWS (1915-2005)

Head and Shoulders of Augustus

bronze with a green patina (in two parts)

92 cm. (36 1/4 in.) wide

Conceived in 1962-4 in an edition of 6 plus an artist's proof

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

With Gimpel Fils, London

Private Collection, U.K.

Exhibited

Venice, British Pavilion, *XXXII Venice Biennale*, 1964 (ill., another cast)

London, Gimpel Fils, *Bernard Meadows Recent Works*, 1995, cat.

no.18 (another cast)

Wiltshire, The Salisbury Festival, *The Shape of the Century – a Survey of British Sculpture*, 1999 (another cast)

London, Gimpel Fils, *Modern British Sculpture*, 2011 (another cast)

London, Alan Wheatley Art, *Modern British Sculpture: Fanning the Flames*, 21 June–20 July 2012, cat.no.20 (another cast)

Literature

Alan Bowness, *Bernard Meadows: Sculpture and Drawings*, The Henry Moore Foundation in association with Lund Humphries, London, 1955, cat.no.BM 89, pl.53 (ill.b&w, another cast)

Please note that another cast from the edition is in the collection of the Arts Council, London.

In 1960 Bernard Meadows ceased teaching at Chelsea and took up the position of Professor of Sculpture at the Royal College of Art, generally considered to be the most senior post of its type in the country. It was at this point that the artist stopped making sculptures of birds and crabs, turning instead back to the human figure. The crab motif had exerted a powerful draw during the 1950s and had originated after hours of observation whilst posted on the Cocos Islands with the RAF, which was inundated with different species. The *Armed Busts* that emerged in 1961 are crab-like in their carapace of armour but essentially human in form, emerging after an informative visit to Italy in 1960.

Whilst touring Florence, Meadows was fascinated by Michelangelo's bust of *Brutus* in the Bargello who in the words of the Italian master was 'a beast in human form'. In the following period 1961 to 1965, Meadows focused almost exclusively on re-interpreting Renaissance sculptures he had observed, thus creating some twenty bronzes of varying size. The present work, *Head and Shoulders of Augustus*, is one of the larger amongst the group and depicts the famous Roman Emperor. In the artist's own words, 'the figures are armoured, aggressive, protected, but inside the safety of the shell they are completely soft and vulnerable' (Alan Bowness, *Bernard Meadows, Sculpture and Drawings*, The Henry Moore Foundation in association with Lund Humphries, London, 1955, p.15).



80 ^{AR}

WILLIAM GEAR (1915-1997)

Early Spring

signed and dated 'Gear 52' (lower right); further signed, titled and dated again 'Gear. Feb 52/EARLY SPRING' (verso)

oil on canvas

100.3 x 81.3 cm. (39 1/2 x 32 in.)

£7,000 - 10,000

€8,000 - 11,000

US\$9,200 - 13,000

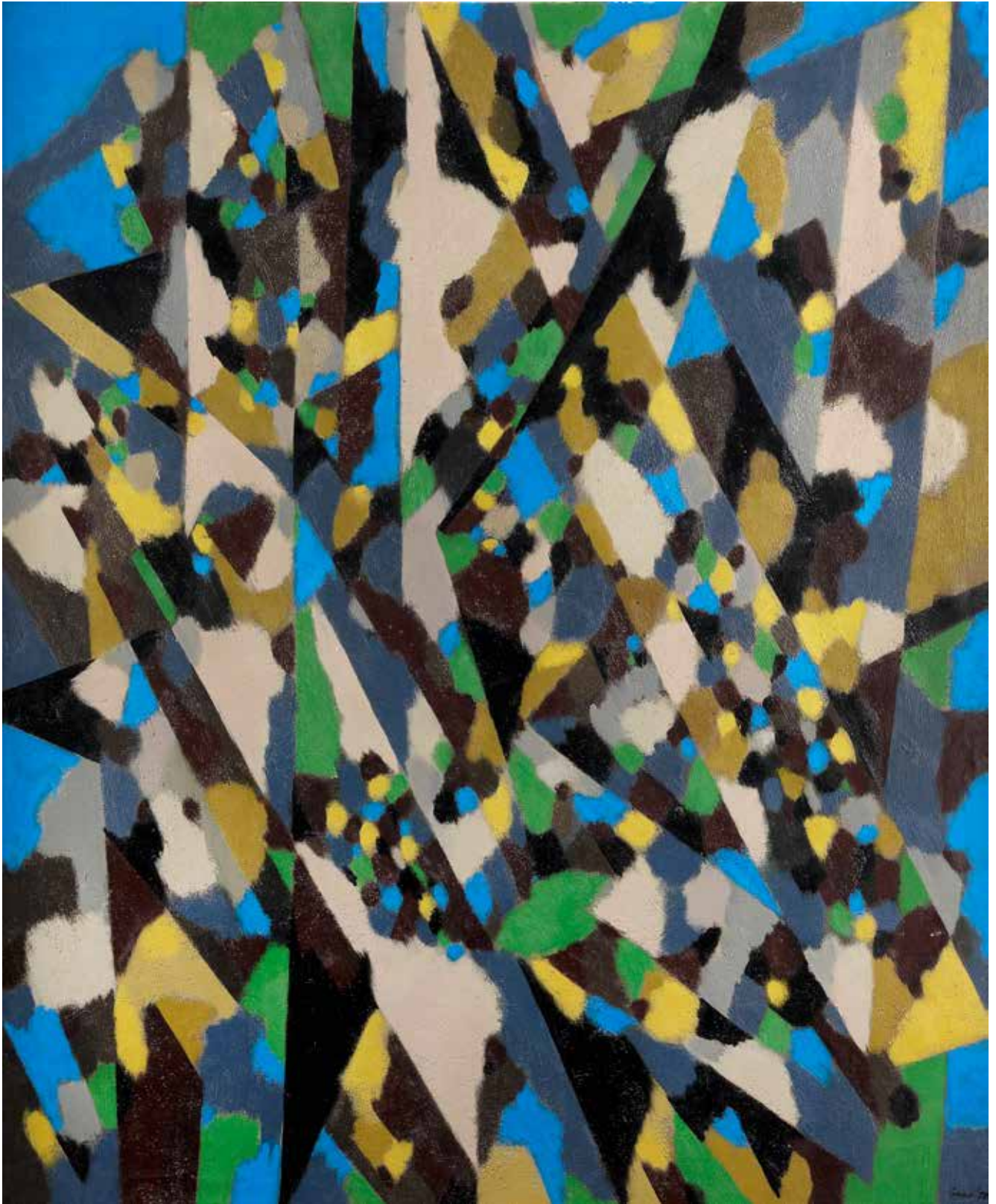
Provenance

With Tremayne Applied Arts, St Ives

Robert Gear (the Artist's son)

Acquired from the above by the present owner

Private Collection, U.K.



81 AR

BRIDGET RILEY (BORN 1931)

4 Colours (9 Whites, 3rd Group) Study 1 for Summer Paintings
signed, titled and dated '4 Colours (9 Whites, 3rd Group)/Study 1 for
'Summer' paintings/Bridget Riley 83' (lower left)

gouache

100 x 76.8 cm. (39 3/8 x 30 1/4 in.)

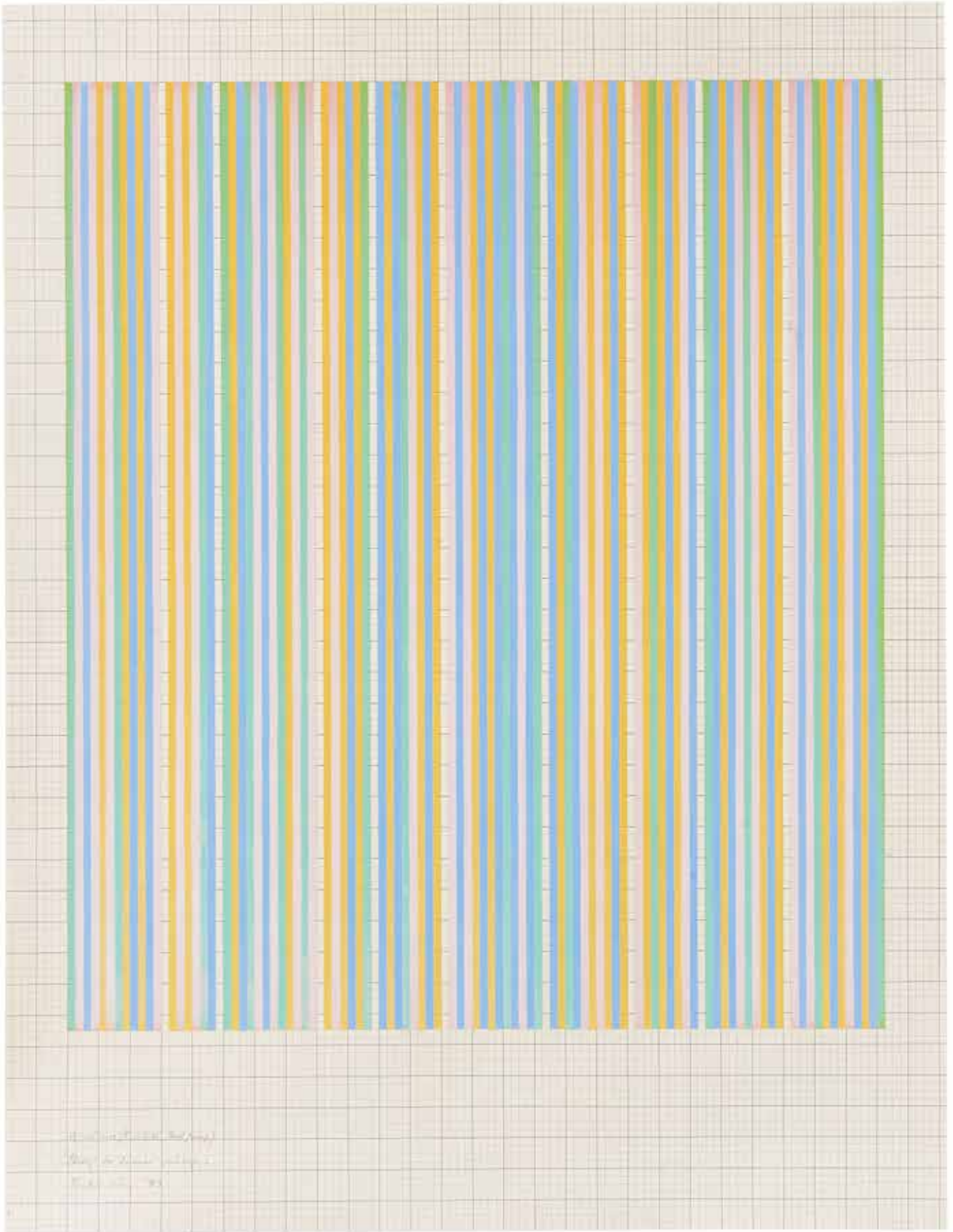
£40,000 - 60,000

€46,000 - 68,000

US\$53,000 - 79,000

Provenance

Private Collection, U.K.



10.10.10
10.10.10
10.10.10

82^{AR}

VICTOR PASMORE R.A. (1908-1998)

Idea for Green Darkness

signed with initials 'VP' (lower right)

oil on canvas laid on panel

54.3 x 78.1 cm. (21 3/8 x 30 3/4 in.)

Painted in 1986

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

The Artist, from whom acquired by

Stamperia d'Arte 2RC, Rome, where acquired by

With Caroline Wiseman, London, where acquired by

With Hillsboro Fine Art, Dublin, 2009

Private Collection

With Hillsboro Fine Art, Dublin, where acquired by the present owner

The present work formed the basis of Pasmore's 1986 etching *Green Darkness*, printed by Vigna Antoniniana Stamperia d'arte 2RC, Rome.



83 AR

VICTOR PASMORE R.A. (1908-1998)

Projective Painting No.IV

oil on wood and plywood relief in the artist's frame

81.9 x 81.9 cm. (32 1/4 x 32 1/4 in.) (including the frame)

Constructed and painted in 1971

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 40,000

Provenance

With Marlborough Fine Art, London

With Galerie Hervé Alexandre, Brussels

Private Collection, Belgium

Sale; Bonhams, London, 14 June 2017, lot 91, where acquired by the previous owner

From 1952 Pasmore made the decision to devote himself to constructed reliefs and they were a constant theme through the following decades. Unfortunately, a significant number of the early reliefs made from experimental materials such as wood, plastic and aluminium were destroyed. Pasmore was naturally aware of Ben Nicholson's celebrated painted reliefs (owning a small example himself) which were carved in shallow space and seemingly from slabs of solid board. However, Pasmore was intent on assembling his constructions from laths and sheets of machine-made, mass produced materials. In the present work, *Projective Painting No. IV*, the artist has utilised plywood for example, a product which roots his work alongside current technological advances. This concept was largely indebted to the American abstract artist Charles Biederman who believed that the logical progression from Mondrian's reduction of nature to its simplest form was into the real space of the constructed relief.

By 1971, when the present work was completed, Pasmore was beginning to explore the medium of painting once again, concerned that the relief could be too realistic and tied to classical space. However, in *Projective Painting No. IV*, the artist has reached a balanced compromise whereby both are incorporated with success. The dark pigments moving across the static relief element is a 'development', which Pasmore in his own words described as an 'organic process' which 'suggests an element of movement and infinity' (Victor Pasmore quoted in Alastair Grieve, *Victor Pasmore*, Tate Publishing, London, 2010, p.108).





84 * AR

PATRICK HUGHES (BORN 1939)

A Room in House

signed, titled and dated 'A Room in House/Patrick Hughes/1998' (verso)

oil on board construction

78 x 146.2 x 26.7 cm. (30 3/4 x 57 1/2 x 10 1/2 in.)

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

Private Collection, U.S.A.



85 * AR

PATRICK HUGHES (BORN 1939)

Hughes Henge

signed, titled and dated 'Hughes Henge/Patrick Hughes/1998' (verso)

oil on board construction

78.2 x 175 x 26.2 cm. (30 1/4 x 68 5/8 x 10 1/2 in.)

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

Private Collection, U.S.A.

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signed and dated 'Harold Harvey.22' (upper right)
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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or

otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the *Purchase Price* for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [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.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each Lot and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	7.3.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	7.4	to terminate this agreement immediately for your breach of contract;	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	8.1.1	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	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;	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	8.1.3	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	8.1.4	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	10 OUR LIABILITY	10.1
7.1.8	8.2	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	8.2.1	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;	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	8.2.2	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	9 FORGERIES	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
7.2	9.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2	Paragraph 9 applies only if:
	9.2.1		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
	9.2.2		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
	9.2.3		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)
Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

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 e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

Would you like to receive information from us by email? or post

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself
Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

Sale title: Modern British and Irish Art	Sale date: 14 November 2018
Sale no. 24594	Sale venue: New Bond Street

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments:

£10 - 200by 10s	£10,000 - 20,000by 1,000s
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s
£500 - 1,000by 50s	£50,000 - 100,000by 5,000s
£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s
£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion
£5,000 - 10,000by 500s	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
If registered for VAT in the EU please enter your registration here: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/>	Please tick if you have registered with us before <input type="checkbox"/>

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond Please 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

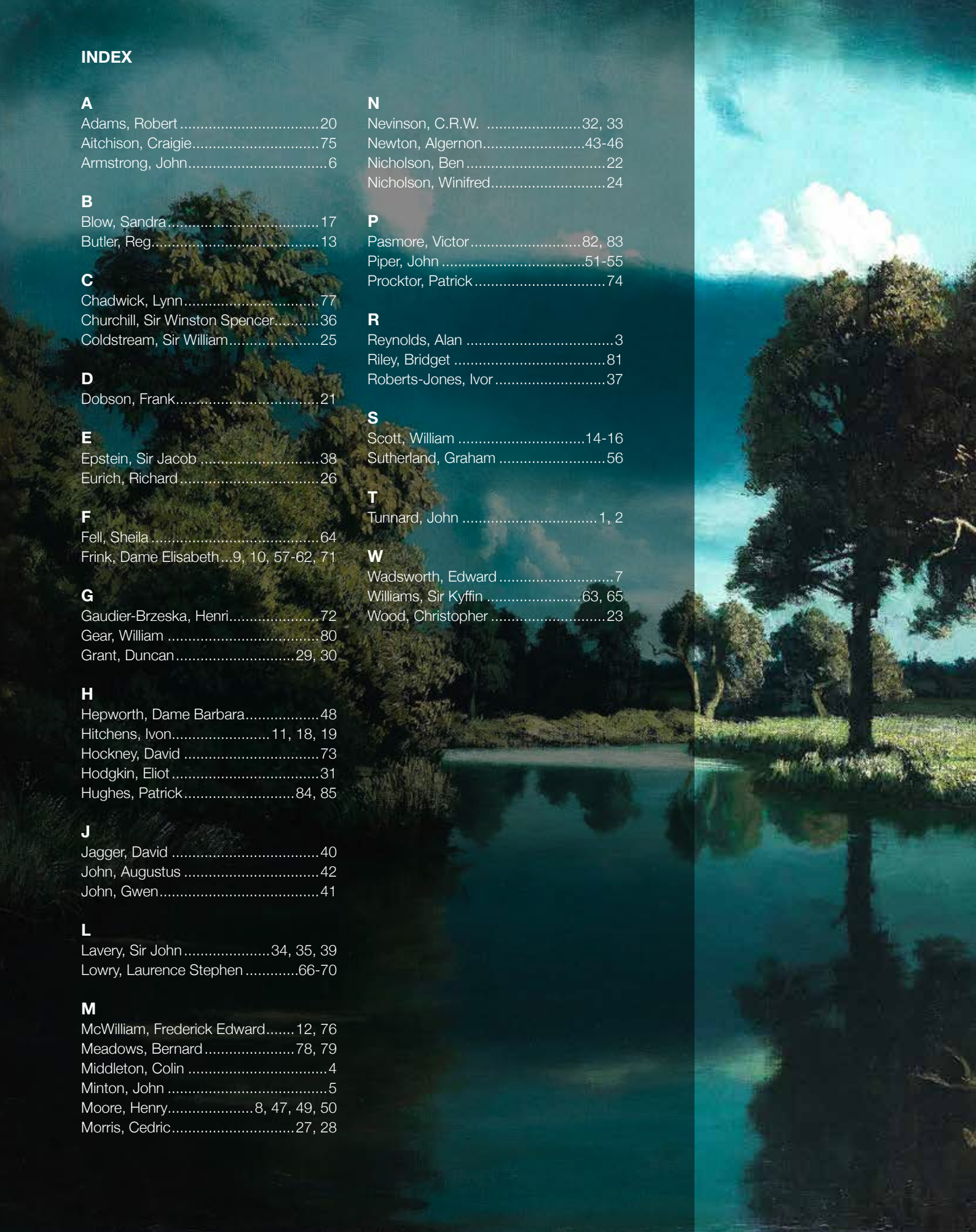
Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.





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