



Bonhams

Modern British and Irish Art

New Bond Street, London | 12 June 2019

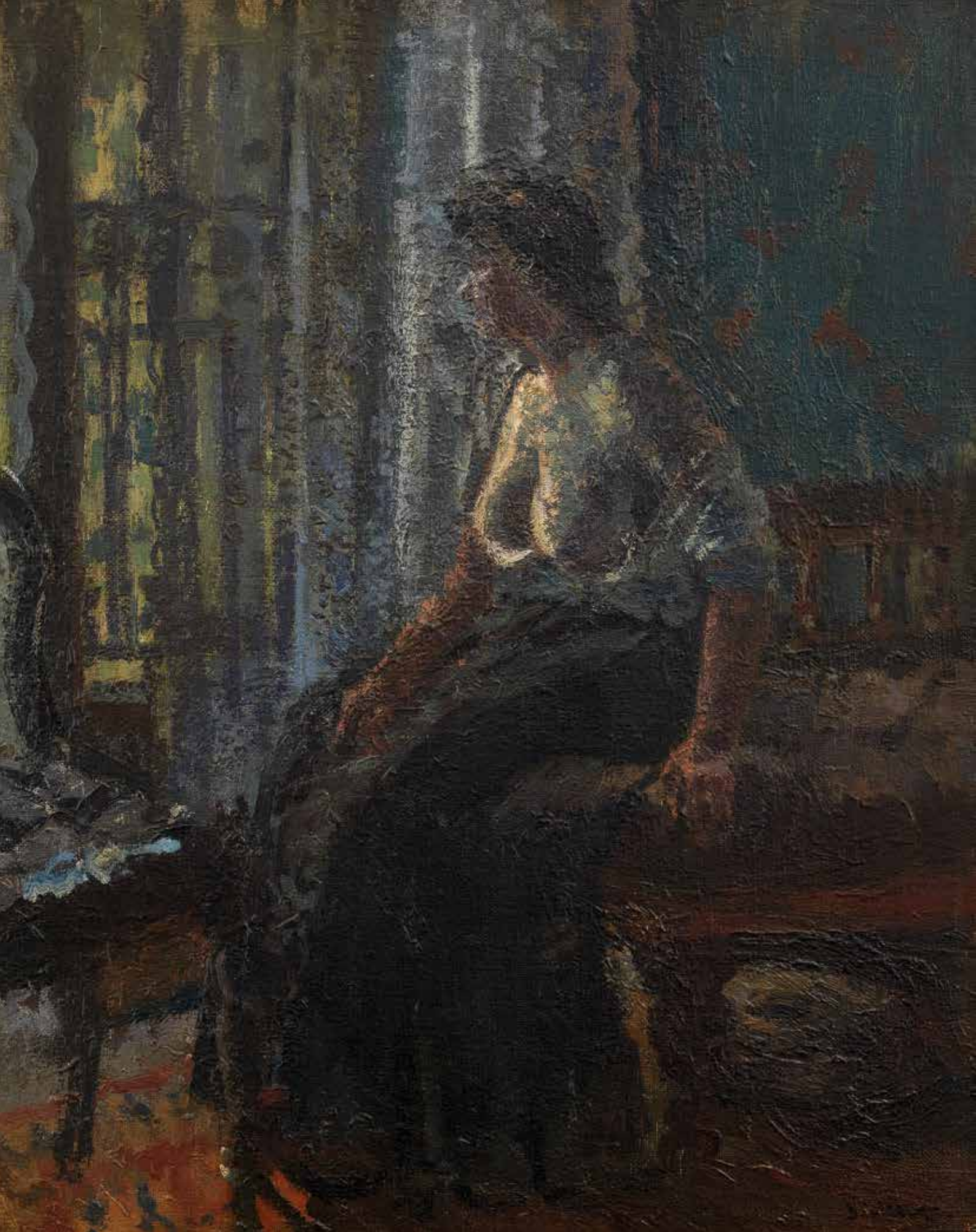








Guy Lowrey, 1961



Modern British and Irish Art

New Bond Street, London | Wednesday 12 June 2019 at 3pm

VIEWING

Friday 7 June
9am to 5pm
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11am to 5pm
Sunday 9 June
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Tuesday 11 June
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9am to 1pm

SALE NUMBER

25436

CATALOGUE

£25.00

ILLUSTRATIONS

Front cover: Lot 61
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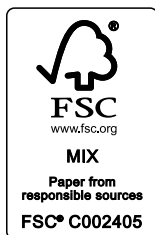
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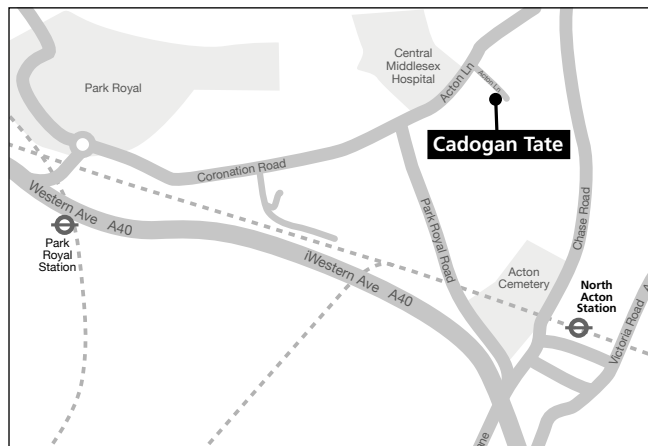
Storage

Storage will be free of charge for the first 14 calendar days from and including the sale date Wednesday 12 June 2019.

Charges will apply from 9am Thursday 27 June 2019

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£3.03 per day + VAT
Furniture, large pictures and large objects: £6.05 per day + VAT
(Please note: Charges apply every day including weekends and Public Holidays)



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Furniture, large pictures and large objects: £45.00 + VAT

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Payment at time of collection by:

cash, cheque with banker's card, credit or debit card.

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Specialist

James Flower
Junior Cataloguer

Kieran O'Boyle
Irish Representative

London



Ireland



1 AR

SEAN SCULLY R.A. (BORN 1945)

#2

signed, titled and dated 'Sean Scully/1980/#2' (lower right)

gouache

76.6 x 60 cm. (30 1/2 x 23 5/8 in.) sheet; 24.2 x 10.5 cm.

(9 1/2 x 4 1/8 in.) image

£10,000 - 15,000

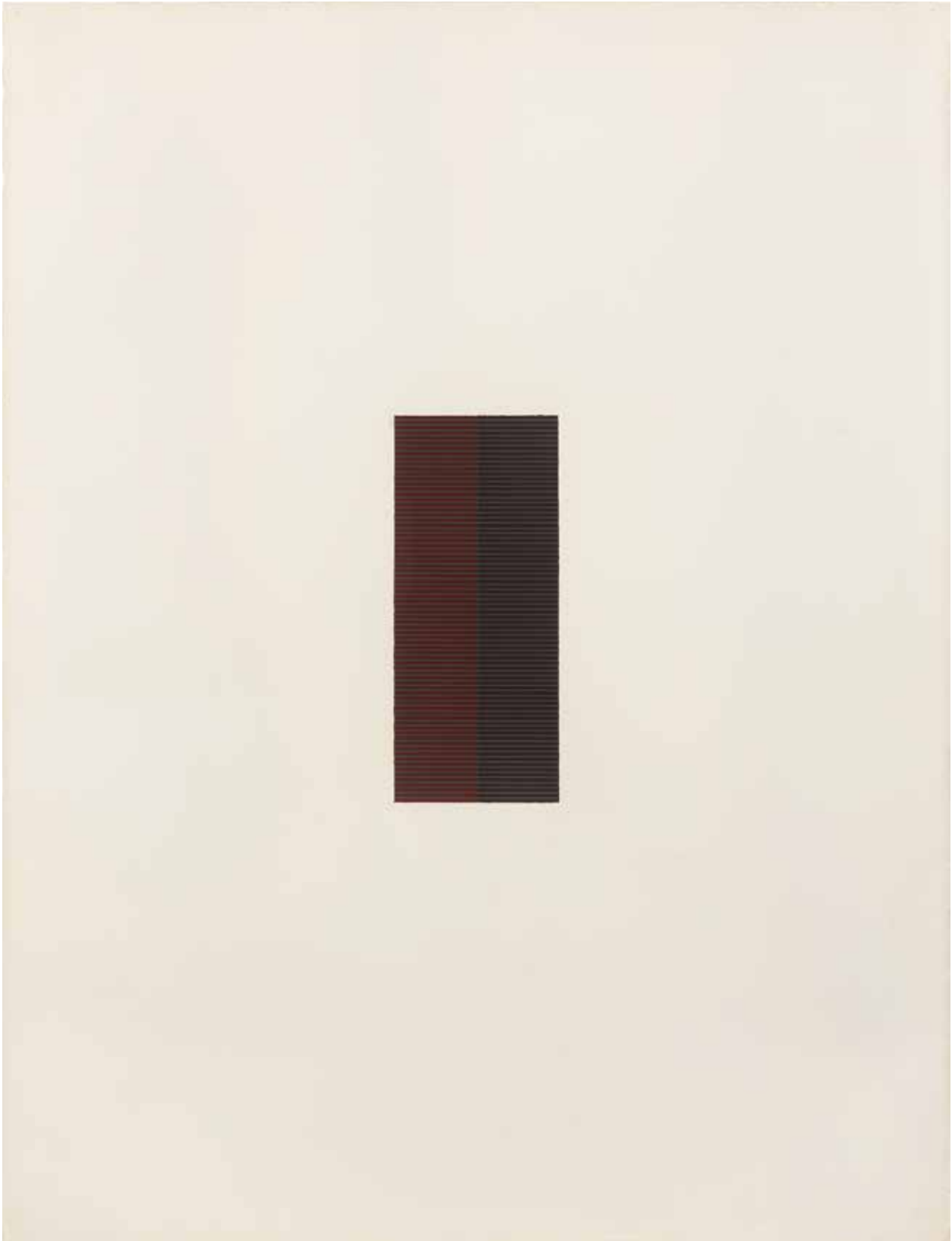
€12,000 - 18,000

\$13,000 - 20,000

Provenance

The Artist, from whom gifted directly to the present owner on the occasion of his first U.K. retrospective at the Ikon Gallery, Birmingham in 1981
Private Collection, U.K.

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



2 AR

SIR PETER BLAKE (BORN 1932)

I Ebony

signed, inscribed and dated 'A Fictitious Lady Wrestler/'I EBONY' (Jamaica)/with her manager/'M/C KOOL KARL K KURLL'/The 2nd flag is the/old flag for Ethiopia/Peter Blake 2002' (on the backboard) oil and collage on board with attached ornaments
34.3 x 23.1 cm. (13 1/2 x 9 1/8 in.)

£35,000 - 55,000

€41,000 - 64,000

\$46,000 - 72,000

Provenance

With Waddington Galleries, London, 19 February 2007, where acquired by the present owner

Exhibited

New York, Paul Morris Gallery, *Sir Peter Blake: And Now We Are 70*, 16 November-21 December 2002

Brussels, Artiscopes, *The Use of Speech II*, April-May 2003

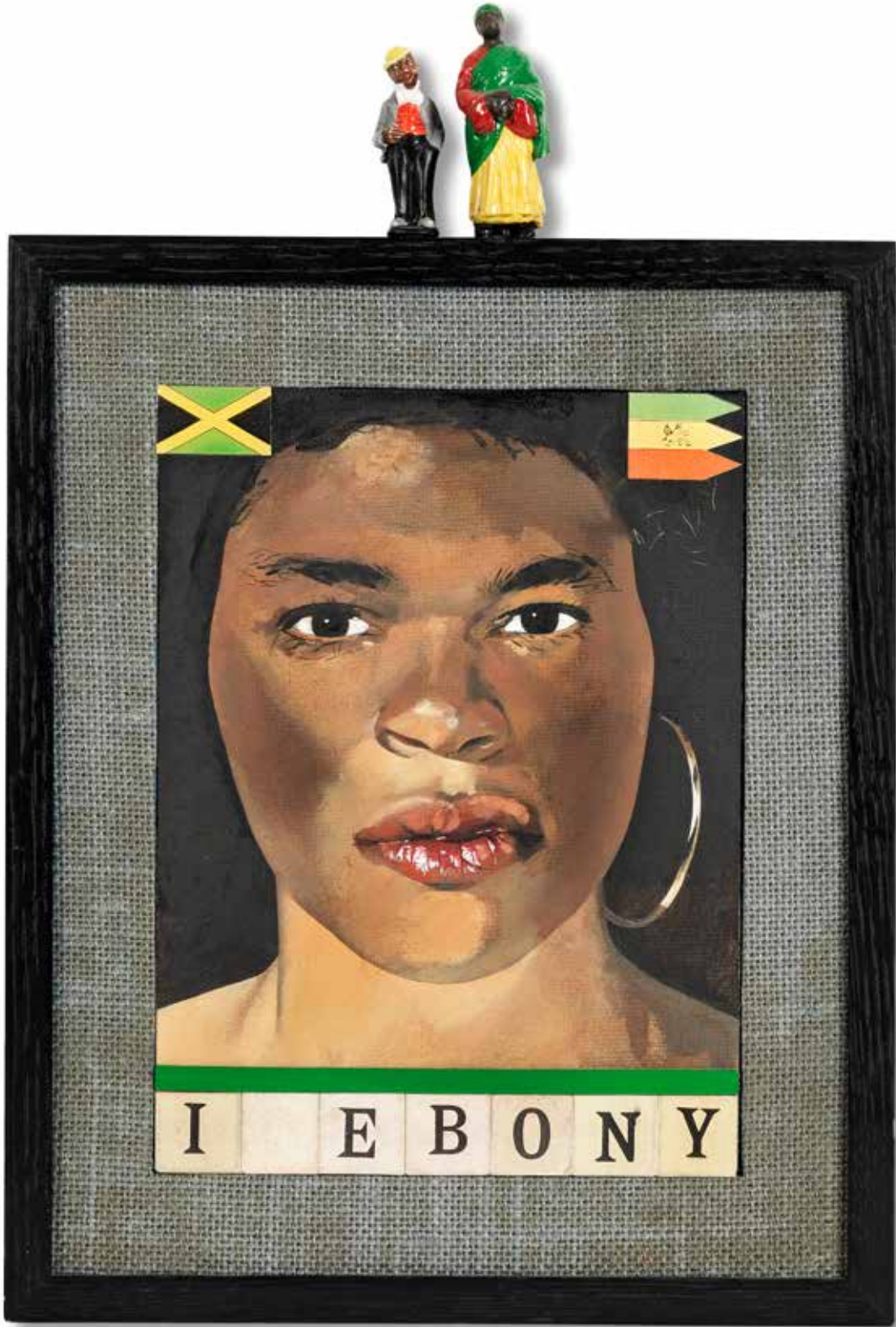
Stockholm, Wetterling Gallery, *Peter Blake: 1975-2005*, 9 March-13 April 2006

'I probably started going to the wrestling in 1947. There was a place in Bexley Heath near to where I lived called the Drill Hall, and my mother used to go every week with my aunt and her mother, and I would go with them.... I loved the theatre, the fantasy and the idea of good versus evil' (Peter Blake quoted in Natalie Rudd, *Peter Blake*, 2003, Tate Publishing, London, p.88).

Fourteen years later Peter Blake would draw on these teenage memories beginning a series of wrestler pictures which Marco Livingstone has described as being as central to his artistic identity as Pop Art. Commencing in 1961 and continuing for more than forty years, with many memorable characters including 'Irish Lord X' (1963), 'Doktor K Tortur' (1965), 'Little Lady Luck' (1965) and 'Babe Rainbow' (1967).

Blake's cast of characters form a richly diverse universe. As with the world of stage wrestling, where the narrative behind each character is as enthralling as the performance itself, so too is Blake's series. Not only do we have the look of each wrestler, but through titling and inclusion of mementos and symbols such as flags – we have insight into their origin. This approach distinguishes Blake from his contemporaries as Marco Livingstone surmises:

'Modernist conventions deemed proper for advance of art at the time, when abstract painting was in the ascendancy and even to be a figurative artist was to break the rules. Like his friends R.B. Kitaj and David Hockney, and like a few other renegades of the period such as Paula Rego, Blake took a delight in suggesting narrative possibilities. The idea of using a painting to tell a story was considered by many of his fellow artists – not least by Francis Bacon, author of the most imposing figure paintings made in Britain in the late 20th century – to have become totally unacceptable, even taboo, suggesting as this was of the literary inclinations of the Victorians. Blake had a natural affinity with much Victorian art and went on his merry way, well aware of such charges but heedless of them.' (Marco Livingstone, *Peter Blake, One Man Show*, Lund Humphries, Farnham, 2009, p.99).



3 AR

SIR PETER BLAKE (BORN 1932)

Madame X

signed, inscribed and dated 'A Fictitious Lady Wrestler/'MADAM X' (?)/Peter Blake 2002' (on the backboard)

oil and collage on board with attached ornament

36.5 x 23.1 cm. (14 3/8 x 9 1/8 in.)

£35,000 - 55,000

€41,000 - 64,000

\$46,000 - 72,000

Provenance

With Waddington Galleries, London, 19 February 2007, where acquired by the present owner

Exhibited

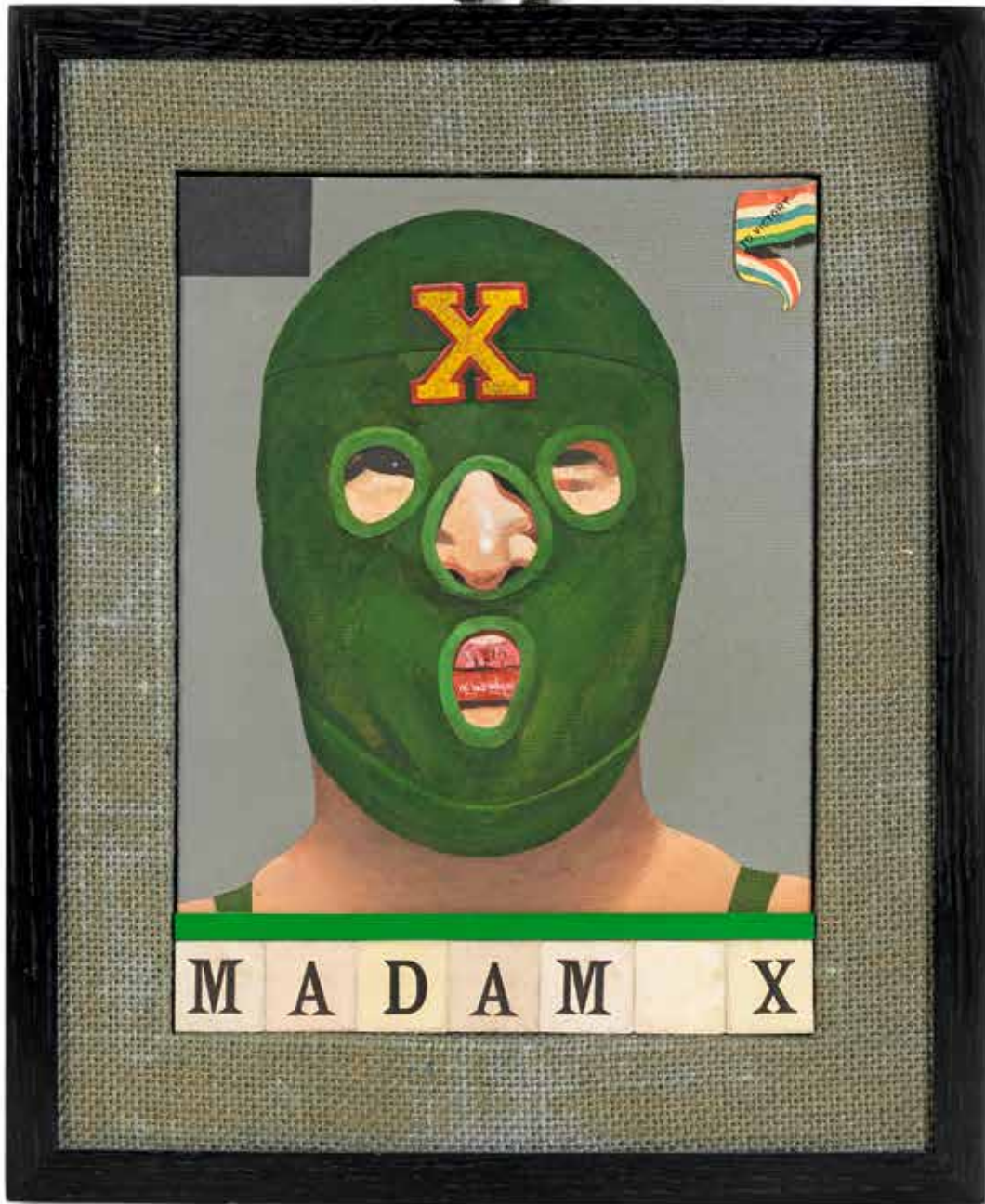
New York, Paul Morris Gallery, *Sir Peter Blake: And Now We Are 70*, 16 November-21 December 2002

Brussels, Artiscopes, *The Use of Speech II*, April-May 2003

Stockholm, Wetterling Gallery, *Peter Blake: 1975-2005*, 9 March-13 April 2006

One aspect of wrestling which Blake has returned to on several occasions is its employment of masks. It has been suggested that the appeal for the artist is two-fold, firstly in the symmetry between the concealment of a wrestler's identity underneath an alter-ego and that underneath the apparent machismo they are really performers acting out a choreographed routine. But also on a more personal level:

'That many of the wrestlers also hide behind masks hints that beneath the bluster they may suffer from the same shyness as Blake himself who, as we know, grew a beard in his late teens in order to cover the scars of his cycling accident, in effect creating a lifelong mask for his own face. The wrestlers emerged as a subject in the same year that he painted *Self-Portrait with Badges* (1961). Was this just a coincidence? It suggests at least the possibility of a direct link between his representation of himself – and his adoption of multiple guises in a constantly shifting artistic identity – and his creation of an endless cast of compelling characters that function on at least a subliminal level as the exciting alter-egos for a man who knew himself to be quiet, retiring and self-effacing' (Marco Livingstone, *Peter Blake, One Man Show*, Lund Humphries, Farnham, 2009, p.97).



4 AR

FRANK BOWLING R.A. (BORN 1936)

Untitled

partially stencilled 'FRANK/BOWLING' and indistinctly inscribed and dated (verso)

acrylic on canvas

52.7 x 30.5 cm. (20 3/4 x 12 in.)

Painted *circa* 1978

£10,000 - 15,000

€12,000 - 18,000

\$13,000 - 20,000

Provenance

Purchased directly from the Artist by the present owner's late husband in 1978

Private Collection, U.K.

Frank Bowling's output throughout the mid-1970s is dominated by a series of 'poured' paintings. To execute these, Bowling built a wooden platform to support his canvases which could be tilted to allow for the paint, poured from a height, to run down the canvas in a controlled manner. Whilst managing the palette to some extent, this technique purposefully allowed for an element of automatism to enter his work. Bowling further developed this approach in 1978. Retaining the

vertical format of each canvas, over a poured base layer, hand-applied splotches and chemical interventions were introduced. This involved the use of ammonia, pearl-essence, acrylic solutions and distilled turpentine with splatters and runs of thinned paint, resulting in a vibrant and varying surface quality.

Mel Gooding has described such works as 'a spectacle of the heavens framed as through a tall window', declaring 'the exhilarating reality of the perceived world – its infinite diversities of texture, colour and light, brightness, shadow and darkness, its endless variegation and constant surprise – will henceforth always be present in Bowling's painting' (Mel Gooding, *Frank Bowling*, Royal Academy of Arts, London, 2011, pp.85-86).

In 1987, the Tate Gallery made a painting by Bowling their first acquisition by a living black British artist and in 2005 Bowling was the first black artist to be elected to the Royal Academy of Arts. Tate Britain are holding the first major retrospective of Bowling's work from May-August 2019.

We are grateful to the Frank Bowling Archive for their assistance in cataloguing this lot.





BRITISH ACADEMY
OF FILM AND TELEVISION ARTS

**PROPERTY OF THE BRITISH ACADEMY OF FILM
AND TELEVISION ARTS (BAFTA)**

5 AR

DAVID HOCKNEY R.A. (BORN 1937)

John Schlesinger, Los Angeles, 26 August 1999
signed with initials and dated 'DH/99' (lower right)
pencil and white crayon
56.5 x 38.2 cm. (22 1/4 x 15 in.)

£20,000 - 30,000
€23,000 - 35,000
\$26,000 - 39,000

Provenance

With LA Louver, California, 2000, where acquired by
Private Collection, U.S.A.
Gifted to the British Academy of Film and Television Arts (BAFTA), circa
2003

The present work is being sold by BAFTA and the proceeds will go
towards *Illuminating BAFTA*, an ambitious campaign to redevelop
the Academy's headquarters enabling BAFTA to double its year-
round charitable work to identify and support the next generation of
new talent in film, games and television. It will also enable BAFTA to
increase public engagement, welcoming many more people through
its doors and expanding its activities around the country, instilling
thousands more people with a love for and appreciation of the art and
craft of film, games and television.

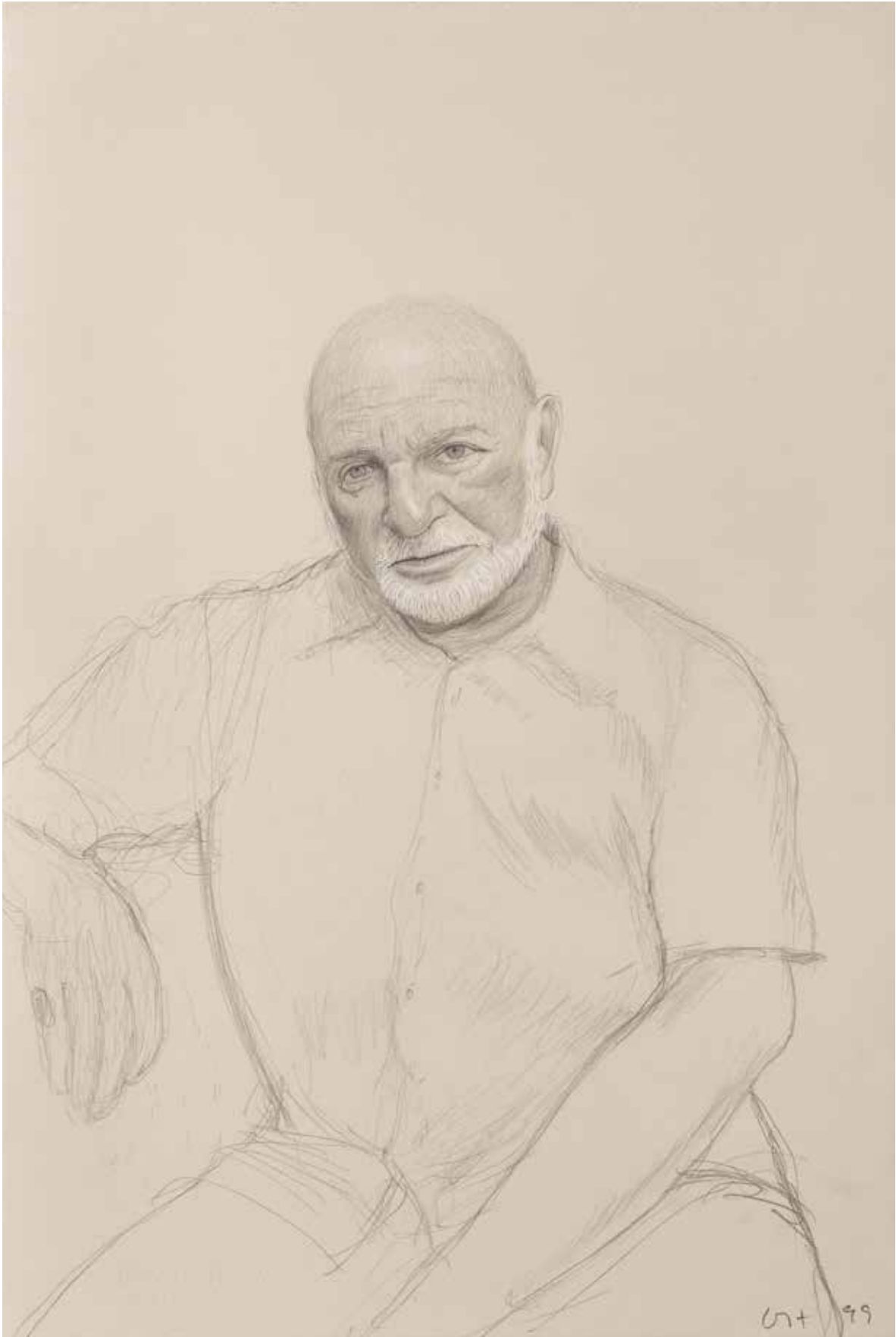
In 1999, Hockney purchased a camera lucida, to investigate how
artists such as Jean-Auguste-Dominique Ingres (1780-1867) might
have used lens-based devices to trace projected images. Hockney
produced over 200 portraits using this method and the use of lenses in
historical painting, both camera lucida and camera obscura, became a
source of fascination to him. In 2001 he published his theories on the
subject in *Secret Knowledge: Rediscovering the Lost Techniques of
the Old Masters* which revolutionised accepted thinking as to the role
of optic devices throughout art history.

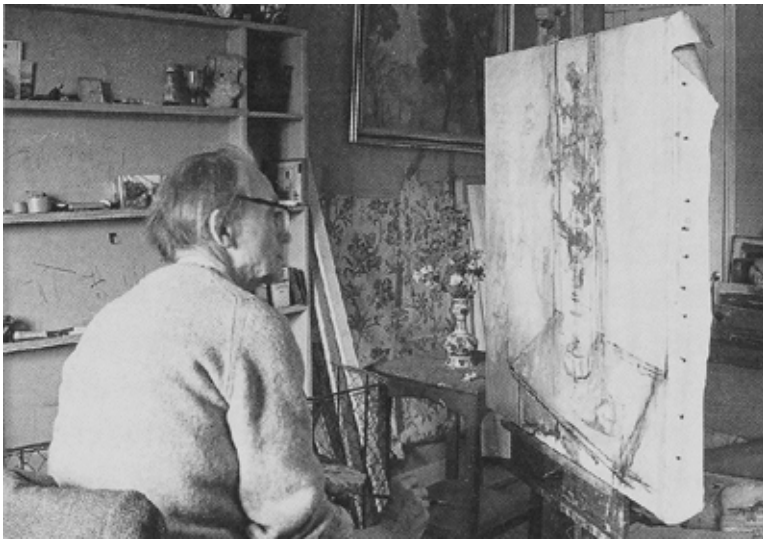
The famed film director John Schlesinger (1926-2003) is a most apt
sitter for Hockney's camera based project, and as Hockney recalled
some years later the strengths of their respective arts were the subject
of conversation:

'The interesting thing is I was never that interested in movies. I was
interested in them as a thing, but I didn't want to make movies. I
always wanted to draw and paint. What's the point? John Schlesinger
told me this story of a secretary who used to work at the Chicago Art
Institute. After that, the secretary worked for this Hollywood director,
and he said to her, "You don't stop going to the museum because
those pictures don't talk and they don't move and they last longer."
I thought, Oh, that's very good. Yes, they do last longer. It was
interesting' (David Hockney in conversation with Michael Govan, 5
November 2013).

Among the many accolades of Schlesinger's distinguished career are
five directing BAFTAs including Best Feature Director for 'Midnight
Cowboy' in 1970 and 'Sunday, Bloody Sunday' in 1976, as well as
the Academy's highest honour, The Fellowship, in 1996. Following
Schlesinger's death in 2003, BAFTA LA inaugurated the John
Schlesinger Britannia Award for Excellence in Directing which is
presented to notable directors, whose creative contribution
represents the zenith of the directing profession.

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





The Artist at work on *Blue Still Life*, Photographed by Dr Bruce Laughton, 3 March 1983

VARIOUS PROPERTIES

6 AR

SIR WILLIAM COLDSTREAM (1906-1987)

Blue Still Life

oil on canvas

77 x 71.2 cm. (30 1/4 x 28 in.)

Painted in 1983

£10,000 - 15,000

€12,000 - 18,000

\$13,000 - 20,000

Provenance

With Anthony d'Offay, London, 1983, where purchased by Dr Bruce Laughton, thence by descent Private Collection, U.K.

Exhibited

London, Anthony d'Offay, *William Coldstream: New Paintings*, 20

June-20 July 1984, cat.no.22 (ill.)

London, Tate, *The Paintings of William Coldstream, 1908-1987*, 17

October 1990-6 January 1991, cat.no.76 (ill.)

Literature

Bruce Laughton, *William Coldstream*, Yale University Press, New Haven and London, 2004, pp.300-304, fig.164-6 (col.ill)

Peter T.J. Rumley, *William Coldstream*, Sansom & Company, Bristol, 2018, p.146, cat.no.196 (col.ill.)

Dr. Bruce Laughton (1928-2016) was a noted writer on British and French nineteenth and twentieth-century art whose publications include *Philip Wilson Steer* (Clarendon Press, 1971), *The Euston Road School* (Scholar Press, 1986), *The Drawings of Daumier and Millet* (Yale University Press, 1991), *Honoré Daumier* (Editions du Valhermeil, 1996) and *William Coldstream* (Yale University Press, 2004).

In his 2004 monograph on the artist, Laughton documents the progression of *Blue Still Life* which was to become Coldstream's final, completed still-life painting. Laughton notes 'When I visited him [Coldstream] in the studio on 3 March 1983, he had been working for five weeks on *Blue Still Life* and I photographed it then. The strong central vertical axis through the blue artificial flowers and the Delft vase made them appear as if suspended by an invisible thread, the volume of the vase being felt before he had drawn its contours.' (Bruce Laughton, *William Coldstream*, Yale University Press, New Haven and London, 2004, p.302).

'I also photographed the still life set-up from the exact position of the artist's eye, as a record. This shows one marguerite bloom fallen down onto the table top; it afterwards disappeared, but the chalk circle marking its position remains in the finished painting' (ibid. p.303).

'The Focus of *Blue Still Life* is on the Delft vase. 'Blue' is simply the major colour key, uniting the artificial flowers with the vase and the William Morris pattern on the printed wallpaper. A mysterious aspect of the design is the long standing mirror which leans against the wallpaper, reflecting nothing but a greenish light from the white panelling at right angles to it. There are a few final placement marks, in pure vermilion, on the vase and marguerite petals, while a yellow horizontal mark on the vase stem is the benchmark for all measurements up and down. At quite a late stage, the wallpaper pattern was scumbled over with a greyish glaze, to prevent it from overwhelming the eye' (ibid. p.304).

Dr. Bruce Laughton's collection also extended to an oil by Euan Uglow (see lot 7) and several drawings by Coldstream and Victor Pasmore to be included in the auction of Modern British & Irish Art at Bonhams Knightsbridge on 3 July.



7 AR

EUAN UGLOW (1932-2000)

Night Scene

signed, inscribed and dated 'Night Scene 1995-1997/oil on board/
Euan Uglow' (on a label attached to the backboard)

oil on board

21 x 17.8 cm. (8 1/4 x 7 in.)

£15,000 - 20,000

€18,000 - 23,000

\$20,000 - 26,000

Provenance

With Browse & Darby, London, 1997, where purchased by
Dr. Bruce Laughton, thence by family descent
Private Collection, U.K.

Exhibited

London, Browse & Darby, *Euan Uglow*, 30 April-31 May 1997, cat.
no.27 (col.ill)

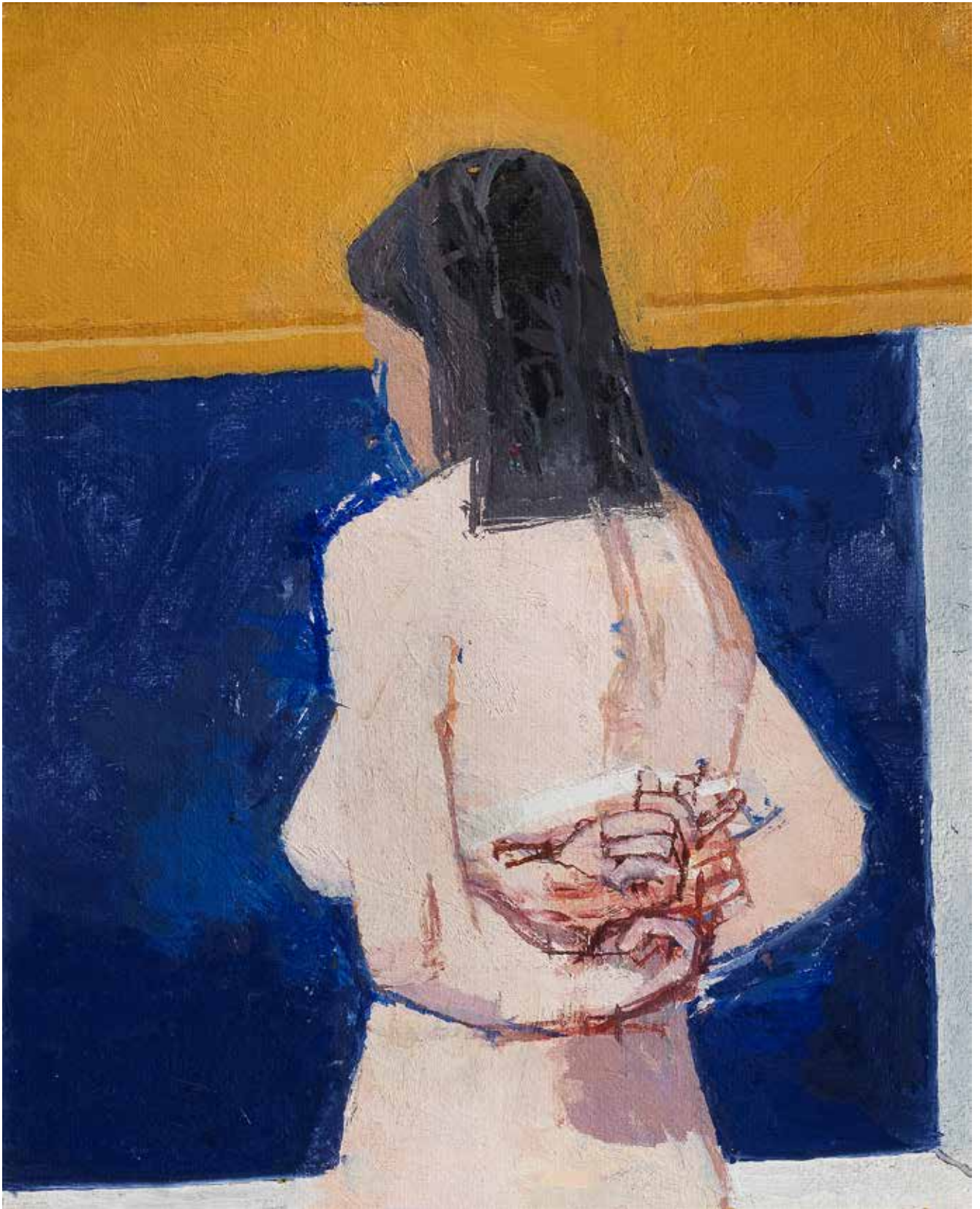
Literature

Catherine Lampert, *Euan Uglow, The Complete Paintings*, Yale
University Press, New Haven and London, 2007, p.189, cat.no.382
(col.ill.)

"The pose described a girl unfastening a white bra that is only clearly visible at the back. The window setting and night-time solitude is evocative of Edward Hopper, in a work such as *Morning in the City* of 1944, while the colour and handling recall those of Richard Diebenkorn's figurative paintings of the 1960s. The anachronistic quality of her action and the turning away from the artist are also familiar from a number of Uglow's 'imagined' pictures'.

This image appears to be one of those of which Uglow said 'stayed in the retina', and which he began to paint at least six years after the incident occurred:

"I suppose one could say I don't want the sex to be explicit. I was thinking the other day one of the sexiest things I've ever seen was driving along the street and seeing a girl with a bra, putting a jumper on. Out of the side of my eye, it was just off the Fulham Rd...I've seen so many beautiful girls naked and all the rest of it. I don't think a person has to be up front to make a thing of some marvellous girl. You don't have to show her private parts to get the idea of what she's like." (Recorded conversations between Euan Uglow and Martin Golding, March 1989). (Catherine Lampert, *Euan Uglow, The Complete Paintings*, Yale University Press, New Haven and London, 2007, p.189).



‘ In the world of white, you are without equal ’

– Joan Miró, speaking to Richard Lin

8 AR

RICHARD LIN (1933-2011)

Untitled

signed three times ‘Lin’ (on the stretcher)

oil and aluminium on canvas

45.6 x 71.2 cm (18 x 28 in.)

Painted *circa* 1970

£100,000 - 150,000

€120,000 - 180,000

\$130,000 - 200,000

Provenance

The Artist, from whom acquired directly by the present owner in the early 1970s

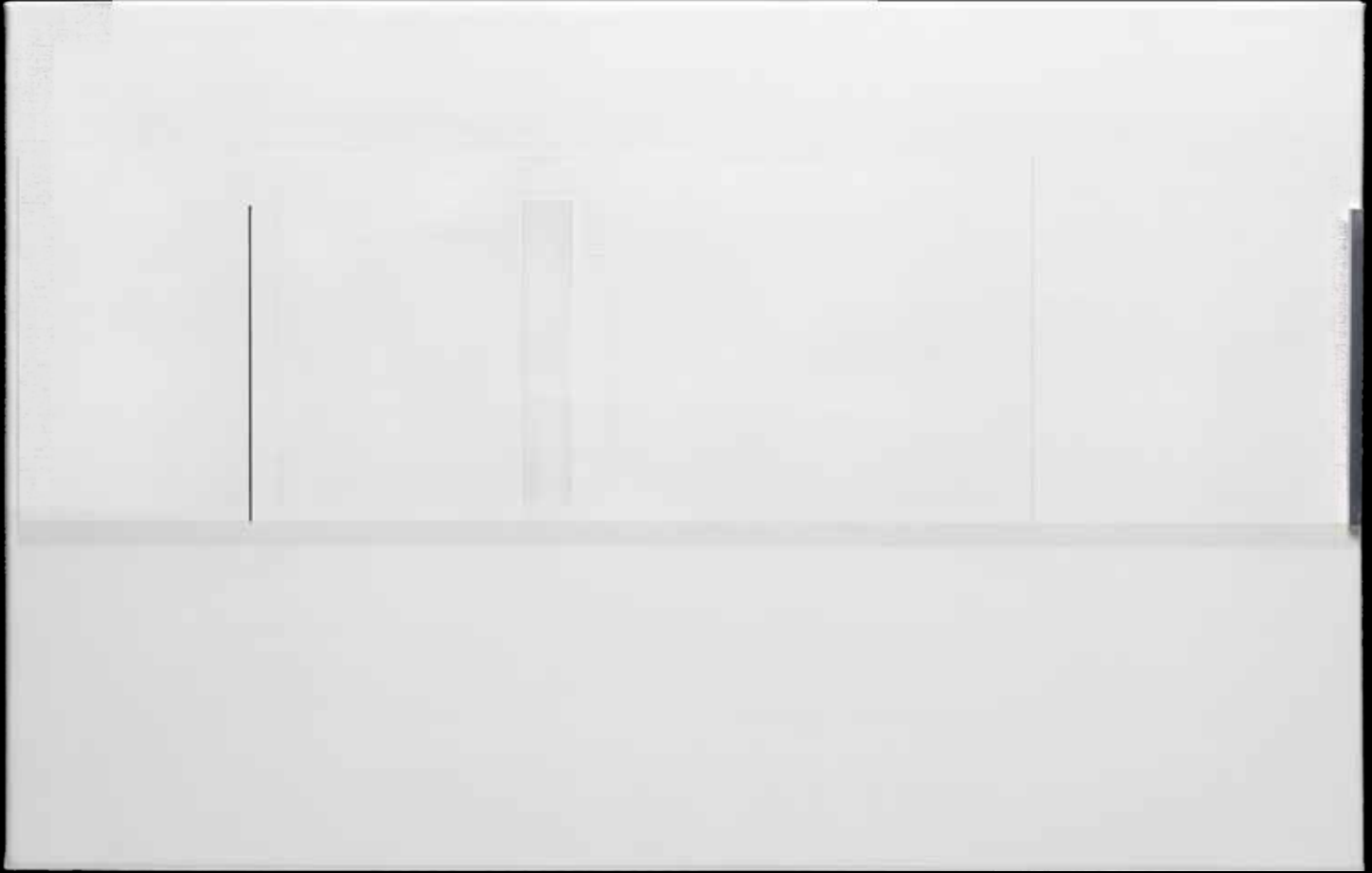
Private Collection, U.K.

Based in London from the early 1950s until 2002, Lin had his first solo exhibition soon after graduating from the London Polytechnic in 1959. His earliest works display the influences of western abstraction as well as expressive Chinese calligraphy, but it was not long before Lin started working in a highly reductive, formal minimalism, and for this he quickly received recognition.

His style became increasingly austere in the 1960s with more obvious lines and a gradual reduction in colour until only shades of white remained in Lin’s palette with the slightest inclusion of yellow, red, blue or aluminium strips. This resulted in his celebrated signature style seen in the ‘White Series’. He was visited in London by the Spanish master Joan Miro who said to Lin of his work, “In the world of white, you are without equal”. The series continued into the 1980s when the artist announced that “painting is dead”, and moved onto sculptural works.

Lin is often compared with “minimalist” artists of the 1960s and 70s, artists whose inspirations were in turn as diverse as Bauhaus design and architecture, the Suprematist paintings of Kazimir Malevich, and the avant-garde compositions of John Cage and LaMonte Young. For Lin, his works were no doubt in part influenced by his study of architecture, but he spoke most often of Chinese traditional aesthetics, as well as of Daoist philosophical and spiritual concerns. He has stated, “Stillness is very important to me. Painting is my religious expression. It’s my altarpiece, something untouched by human hands. Therefore all gestures disappeared.”

This work will be included in the forthcoming Catalogue Raisonné currently being prepared by *The Estate of Richard Lin Show Yu* and we are grateful to them for their assistance in cataloguing this lot.



g AR

LYNN CHADWICK R.A. (1914-2003)

Cloaked Figure II

stamped with the artist's monogram, numbered and dated '77 744

6/8' (under the cloak)

bronze with a black patina

22.8 cm. (9 in.) high

Conceived in 1977 and cast in 1984

£15,000 - 20,000

€18,000 - 23,000

\$20,000 - 26,000

Provenance

With Dennis Hotz Fine Art, Johannesburg, March 1985, where

acquired by the family of the present owner

Private Collection, U.K.

Exhibited

London, Marlborough Fine Art, February-March 1978 (ill.b&w., another cast); this exhibition travelled to Zurich, Marlborough Galerie, April-May 1978

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick Sculptor, With a Complete Illustrated Catalogue 1947-2005*, Lund Humphries, Farnham, 2014, p.323, cat.no.744 (ill.b&w,another cast)

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



10 AR

LYNN CHADWICK R.A. (1914-2003)

Maquette III Two Winged Figures

each stamped with initial and numbered '670S 2/6' and further stamped with the Pangolin Edition foundry mark (on the underside of each wing)

bronze with a black patina and polished faces

26.7 cm. (10 1/2 in.) high (the tallest)

Conceived in 1973

(2)

£30,000 - 50,000

€35,000 - 58,000

\$39,000 - 65,000

Provenance

The Estate of the Artist

With Beaux Arts, London, 24 February 2012, where acquired by the present owner

Private Collection, U.K.

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick Sculptor, With a Complete Illustrated Catalogue 1947-2005*, Lund Humphries, Farnham, 2014, p.301, cat.no.670S (ill.b&w, another cast)

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



11 * AR

LYNN CHADWICK R.A. (1914-2003)

Maquette II Sitting Couple on Bench stamped with the artist's monogram and numbered 'C9S 3/9' (on the underside of each figure); further stamped with the artist's monogram, numbered again and dated 'C9S 84 3/9' (on the underside of the bench)

bronze with a black patina and polished faces seated on a bronze bench (in three parts)

43.3 cm. (17 in.) wide

Conceived and cast in 1984

£100,000 - 150,000

€120,000 - 180,000

\$130,000 - 200,000

Provenance

With Marlborough Fine Art, London, 1993, where acquired by the present owner
Private Collection, U.S.A.

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick Sculptor, With a Complete Illustrated Catalogue 1947-2005*, Lund Humphries, Farnham, 2014, p.350, cat.no.C9S (ill.b&w, another cast)

When thinking about partnerships reproduced in bronze and where Henry Moore is renowned for his lifelong celebration of mother and child, it must be said that Lynn Chadwick focused his attention on the male and female romantic couple.

Throughout his career, he conceived of them in a multitude of forms, finishes and poses. Beginning in the 1950s, they were youthful 'Dancing figures' and 'Teddy boys and girls' who gave way to the 'Watchers' of the 60s. Sometimes they were 'conjoined' or bound together with wings and cloaks and sometimes they were placed apart, a couple still but independent from one another. Nearly always, however, they were standing. It was not until the 1970s that Chadwick's couples began to rest and could be found sunk to the floor, sitting or reclining. Occasionally at this point they were positioned on what the artist himself termed 'bases', solid square shapes that functioned more as platforms for presentation than genuine seats. A decade later, in the 1980s, Chadwick first introduced the concept of a realistic bench to his couples and the monumental *Couple on Seat* (1984, Ibaragi Museum of Art, Japan), show the pair sitting quietly on a simple and instantly familiar bench. In juxtaposing his typically esoteric figures with such an everyday object, the artist succeeds in making the whole more naturalistic, more real. Suddenly, these otherworldly people with no facial features and geometric heads become an actual couple, they could be you or I pausing on a park stroll with our partner.

The present work is a wonderfully tender example of this. Here, the male and female are positioned side by side, elevated from the ground on their humble bench. This couple is far more naturalistic than later examples such as *Back to Venice* (1988, Collection of the British Council), their cloaks pool around them and the swelling of the female's belly and intimate angles of their leaning legs reinforces the powerfully human subject. The figures in the present lot are separate to each other and also from their seat and therefore can be nestled closer or afforded greater space, as the viewer chooses.

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





12 AR

PATRICK CAULFIELD R.A. (1936-2005)

Reel Virtue

signed and titled 'Reel Virtue/Patrick Caulfield' (lower right)

acrylic on thick card

34.5 x 41 cm. (13 1/2 x 16 1/8 in.)

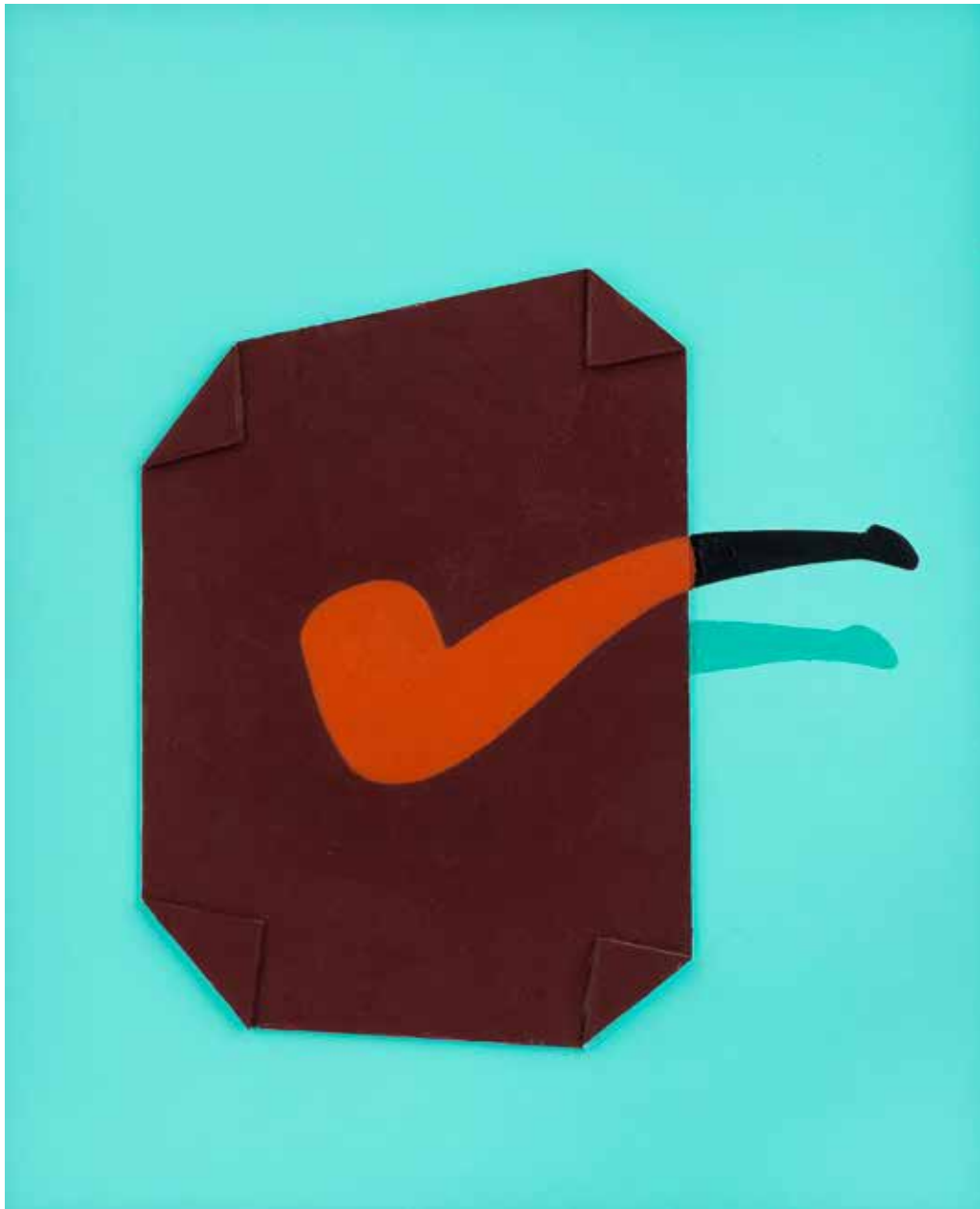
£7,000 - 10,000

€8,200 - 12,000

\$9,100 - 13,000

Provenance

The Artist, by whom gifted directly to the present owner in 1993
Private Collection, U.K.



PROPERTY FROM AN IMPORTANT PRIVATE U.K. COLLECTION

13 AR

PATRICK CAULFIELD R.A. (1936-2005)

Pipe and Panel

signed, titled and dated 'PIPE & PANEL/PATRICK CAULFIELD/1/90'

(verso)

acrylic on board with relief

35.2 x 28.8 cm. (13 7/8 x 11 3/8 in.)

£12,000 - 18,000

€14,000 - 21,000

\$16,000 - 24,000

Provenance

With Waddington Galleries, London, where acquired by the late husband of the present owner

Private Collection, U.K.

Exhibited

London, Hayward Gallery, *Patrick Caulfield*, 4 February-11 April 1999, cat.no.43

14 AR

PATRICK HERON (1920-1999)

Mini Painting: November 1974

signed and titled 'PATRICK/HERON/MINI PAINTING:/NOVEMBER 1974' (verso)

oil on canvas

20.5 x 26 cm. (8 x 10 1/4 in.)

£18,000 - 25,000

€21,000 - 29,000

\$24,000 - 33,000

Provenance

With Waddington Galleries, London, where acquired by the late husband of the present owner
Private Collection, U.K.

The present work belongs to a series of oils, gouaches and screen-prints Patrick Heron executed throughout the 1970s titled 'Mini'. These bijou compositions, reduced to the simplest of components; colour and form – possess much of the power and arguably greater allure of their larger counterparts. The scale of Heron's work varied considerably at this stage, with some canvases dating from the decade spanning more than fifteen feet. Yet no greater weight should be awarded to these than the more intimate works, as the Artist comments the two extremes are indistinctly linked:

'Physical scale – this is always the greatest mystery. With your feet in a rock-pool, looking down, you suddenly read promontories, lake, islets, bays and fjords into the minutely ragged edges of the pool's surface as it eats into the granite, imaging yourself looking down from 30,000 feet up. And of course, there really is an *exact* relationship between the most minute geological manifestations and the coastlines on a map: the calligraphic linear patterns patent in the smallest surface of a granite pebble do precisely coincide with western coastlines on the Ordnance Survey map. The design is the same whether the jagged or rippling contour is contained within a yard of the rock-pool's edge or extends along 100 miles of coast. Smaller suggests bigger." (Patrick Heron, *The Observer Magazine*, 24 August 1980).



15 AR

ROGER HILTON (1911-1975)

Untitled 1968

signed and dated 'HILTON/'68' (verso)

oil on canvas

45.8 x 76.2 cm. (18 x 30 in.)

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

With Waddington Galleries, London, where acquired by the late husband of the present owner

Private Collection, U.K.

This untitled 1968 canvas by Roger Hilton was painted at a time of low productivity for the artist. His international reputation was already firmly established after being awarded the UNESCO prize at the 1964 Venice Biennale. The following year, in July 1965, he married Rose Phipps and the couple moved from London to Cornwall with their young family, making home in a remote cottage on Botallack Moor, near St. Just. Hilton's studio was created on the first floor of the family home which meant that interruptions to his painting were more common. His good friend, the poet W.S. Graham (1918-1986) was visiting with greater regularity and their heavy drinking sessions caused serious upheaval to the continuity of Hilton's work. By 1968 this resulted in him spending twelve weeks in The Priory Hospital in Roehampton for addiction.

It was supposed to be for a period of six months, but Hilton checked himself out to receive his CBE award at Buckingham Palace and never returned.

Andrew Lambirth comments on this time, 'Despite these upsets and traumas, or perhaps because of them (it is never quite clear what it took to kick-start Hilton), there are a number of good paintings dating from 1968.' (Andrew Lambirth, *Roger Hilton, The Figured Language of Thought*, Thames & Hudson, London, 2007, 220). He goes on to describe the merits of Hilton's *Brown Figure* of 1968 with its 'bold design' 'undulant buttocks' and 'the whole image painted in organic yellows and browns' which 'relies principally on the subtle interplay of negative and positive shapes'. Whilst the present lot, painted the same year, bears no title it has almost certainly derived from *Brown Figure* and progressed still further into abstraction. Its gently undulating horizontal bands of ochre and orange have been softened when compared to the dramatic movements of *Brown Figure*, although the forms still extend off the edges of the canvas. Any reference to the human body has all but disappeared, yet the brown form on the lower edge still hints at a tantalizing glimpse of human buttocks with the large irregular quadrilateral suspended above suggesting 'a head like a bean or the glans of a penis' Lambirth comments on *Brown Figure*. The lowest point of the quadrilateral is provocatively positioned so that it almost touches, indeed penetrates the cleft beneath, so that the 'unmistakably sexualised' nature of *Brown Figure* referenced by Lambirth is reiterated in this rhythmic, untitled canvas.



16 AR

WILLIAM ROBERTS R.A. (1895-1980)

Spanish Rhythm

pencil and watercolour

13.6 x 16.3 cm. (5 4/8 x 6 3/8 in.)

Executed *circa* 1946-9

£8,000 - 12,000

€9,300 - 14,000

\$10,000 - 16,000

Provenance

The Artist, from whom acquired by

Mrs Adele Kramer

Her sale; Christie's, London, 9 March 1990, lot 247 (as *Dancing to Music*)

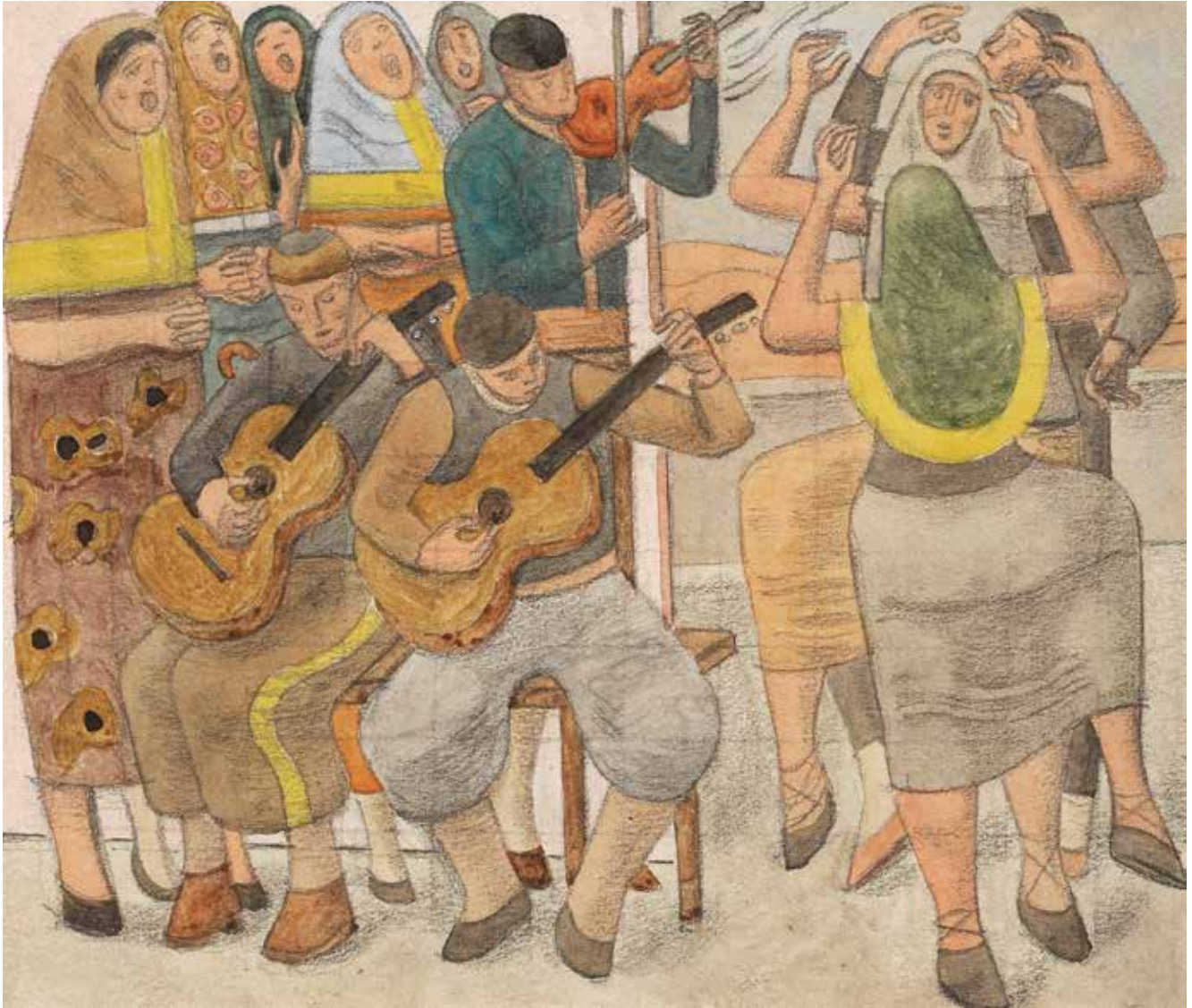
With Christopher Hull Gallery, London, 1992, where acquired by the late husband of the present owner
Private Collection, U.K.

Exhibited

London, Christopher Hull Gallery, *Modern British Pictures and Work by Gallery Artists*, 17 June-7 August 1992 (as *Dancing to Music*)

The first owner of the present work, Mrs Adele Kramer, taught guitar to the Artist's wife.

We are grateful to David Cleall and Bob Davenport for their assistance in cataloguing this lot.



17 AR

GRAHAM SUTHERLAND O.M. (1903-1980)

Landscape with Rocks

signed 'Sutherland' (lower right)

oil on canvas

38.2 x 46.1 cm. (15 1/8 x 18 1/8 in.)

£18,000 - 25,000

€21,000 - 29,000

\$24,000 - 33,000

Provenance

With Marlborough Gallery, London, February 1979, where acquired by the late husband of the present owner
Private Collection, U.K.

Sutherland revisited Pembrokeshire in 1967 for the first time for over twenty years. Fascinated once again by the distinctive landscape of the area, he returned there in 1968 for a longer visit and his work from then on was again devoted mainly to Pembrokeshire themes, especially motifs taken from the small estuaries in the southern part of the county. Tonally the present work is comparable to several oils located as Picton, however Sutherland's given title is ambiguous.

Whilst the works of this period retain the neo-romantic underpinnings of Sutherland's paintings of the 1930s and 40s, as John Hayes notes 'he became more and more concerned with symmetry and control as he got older' (John Hayes, *The Art of Graham Sutherland*, Phaidon, Oxford, p.161). In the present work, this control is manifested by Sutherland's approach to the circular motifs. Each of the orbs forming the foliage above the horizon and the two boulders at either side of the composition has a pin-prick at its centre, suggesting the use of a drawing compass to achieve perfect circles. Although in parts Sutherland has deviated from their precise lines, the introduction of such pure forms framed by the symmetrical proportions of golden sky and pink ground, create a highly balanced and rhythmic picture.



VARIOUS PROPERTIES

18 AR

ROBERT COLQUHOUN (1914-1962)

Tomato Plants
signed 'R Colquhoun' (lower right)
oil on canvas
45.7 x 51.4 cm. (18 x 20 1/4 in.)
Painted in 1942

£18,000 - 25,000
€21,000 - 29,000
\$24,000 - 33,000

Provenance

Lady Herbert
With Leicester Galleries, London, 1961, where acquired by
Professor Symons
His sale; Sotheby's, London, 30 June 1993, lot 59, where acquired by
the present owner
Private Collection, U.K.

Exhibited

London, Whitechapel Gallery, *Robert Colquhoun*, March-May 1958,
cat.no.9
London, The Arts Council of Great Britain, Walker Art Gallery Liverpool,
Robert Colquhoun: Paintings and Drawings, 27 June-12 July 1958,
cat.no.3; this exhibition travelled to Leicester, City Art Gallery, 19 July-9
August and Leeds, University of Leeds, 11 October-1 November
London, Leicester Galleries, *Artist's of Fame and Promise, Part II*, 30
August-22 September 1962, cat.no.121
Edinburgh, The Scottish Arts Council, *Modern Art from Scottish
Houses*, 13 July-9 August 1969, cat.no.22
London, Mayor Gallery, *Robert Colquhoun and Robert MacBryde*, 11
February-25 March 1977, cat.no.3

The present work is one of two oils with the same title, both dating to 1942, the second example residing in the Government Art Collection. Both are executed in a similarly earthy palette, Sutherland-esque in construction, with tangled vines sheltering green inedible fruit beneath a stormy sky. The foliage beyond the vine is spikey and bare and the distant ground arid, lacking the lushness one would associate with late spring time of tomato season. *Tomato Plants* is a prime example of Colquhoun's important but brief engagement with neo-romanticism. Now into the third year of relentless war and with fresh produce hard to come by, tomatoes had become a mainstay of countless "victory gardens". Colquhoun's depiction can be poetically read as hopeful if not prophetic and whilst peacetime will have seemed like a distant concept, he allows a single daub of peach pigment on the central fruit, suggesting that even among such conditions the vine is on the verge of ripening.



19 AR

KEITH VAUGHAN (1912-1977)

The Embankment with Figure
signed 'Vaughan' (lower left)
oil on panel
44 x 40 cm. (17 1/4 x 15 3/4 in.)
Painted in 1968

£15,000 - 20,000

€18,000 - 23,000

\$20,000 - 26,000

Provenance

With Marlborough Fine Art, London
Private Collection, U.K.

Exhibited

London, Marlborough New London Gallery, *Keith Vaughan: New Paintings*, December 1968, cat.no.23

Literature

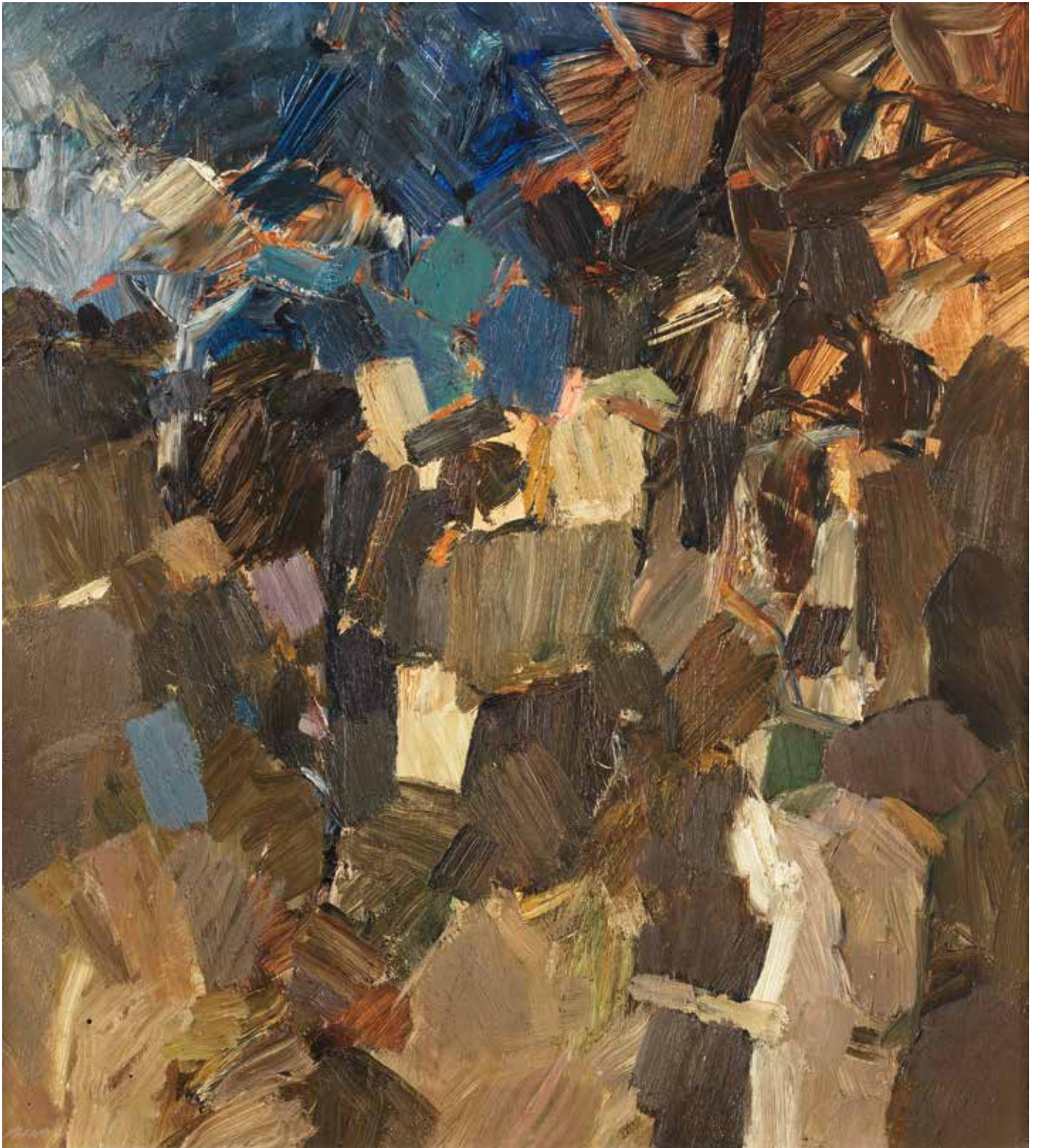
Anthony Hepworth and Ian Massey, *Keith Vaughan, The Mature Oils 1946-1977*, Sansom & Company, Bristol, 2012, p.169, cat.no.AH486

In 1964 Vaughan and his partner bought a derelict row of cottages on Harrow Hill Lane, just outside the village of Toppesfield, in Essex. He spent a year renovating the building where he created a studio and spent his weekends.

'Having nowhere nearby to swim, Vaughan and Ramsay cleared a patch of land at the far end of the garden in which to excavate a waterhole. However, after spending a couple of summers splashing around in the muddy newt pond they decided to engage a local farmer to prepare the land. He unearthed a substantial area, large enough to sink in a sizeable swimming pool. This was lined with bricks and larger stone slabs that formed a series of shallow steps leading gently down into the water. Railway sleepers, implanted into a shallow embankment at the far end, helped create a more natural setting. From this spot it was possible to dive into the deeper water. The edges of the pool were lined with stones and colourful wild flowers. Within a comparatively short space of time Vaughan transformed what had been a wasteland into an extraordinary garden paradise which he referred to as 'the Essex Eden.' (Gerard Hastings, *Paradise Found and Lost: Keith Vaughan in Essex*, Paghams Press, 2016).

At first sight *The Embankment with Figure* appears to be an abstract painting, but on closer inspection we notice a figure at the lower right and interpret the upper passages of blue pigment as the sky. The accumulation of umbers and ochres represent the sloping embankment, an enclosing thicket and autumnal foliage. This section of Vaughan's garden provided the inspiration for dozens of works including *The Embankment I & II* and *Harrow Hill – The Embankment* also painted in 1968.

We are grateful to Gerard Hastings for compiling this catalogue entry and to Anthony Hepworth for his assistance in cataloguing this lot. Gerard Hastings's new book on Keith Vaughan's graphic art will be published at the end of the year by Paghams Press in association with the Keith Vaughan Society.



20 AR

KEITH VAUGHAN (1912-1977)

Green Landscape
signed 'Vaughan' (lower left)
oil on thick card
43 x 40.7 cm. (17 x 16 in.)
Painted in 1962

£18,000 - 25,000
€21,000 - 29,000
\$24,000 - 33,000

Provenance

With Marlborough Fine Art, London, where purchased by Miss MacLennan
Private Collection, U.K.

Exhibited

London, Marlborough New London Gallery, *Keith Vaughan: New Paintings*, December 1968, cat.no.28

Green Landscape is typical of Vaughan's semi-abstracted approach to landscape subjects during the 1960s. A range of harmonious colours – sap and olive greens, umbers and ochres – are arranged in slanting blocks of pigment. We can make out barns, agricultural buildings, tree boughs and foliage, a foreground field, a pathway and, perhaps, a discarded farm implement at the lower right. He wished to avoid the slavish reproduction of observed details in nature by making aesthetic selections and paraphrases. He believed that a painter should have the:

'...imaginative power to see in the particular an implication of the universal, to observe minute particulars and remain conscious of the encompassing bigness of nature...catch the effect, the illusive poetic moment without losing sight of the more permanent enduring frame

of nature...Those sinuous and pulsing rhythms derive from a memory stored with and steeped in the rhythms of nature; rhythms not of any specific forms, not delineating individual differences in things, but affirming the basic unity of all life...the bend of tree, and the sweep of a line of hills; rhythms that flow like rivers through all created and creative things' (Keith Vaughan, *A View of English Painting*, 'Penguin New Writing', Vol.31, 1947).

Vaughan's visual distillations purposefully reduce landscape to something concentrated and visually persuasive. His picture-making process entailed immersing himself in nature and familiarizing himself with it to the point that its memory entered his nervous system sufficiently to coalesce into a painting. He took lengthy walks and recorded features of the terrain along the way with his camera and in his sketchbooks. He also drove around, pulling over in his car to make preparatory drawings and studies. These aide-mémoires assisted in his process of refining and transforming the landscape. Memory and recollection were interconnected with optical scrutiny:

'Imagination is based always on observation; it is a summary of the evidence of the senses, intensified in the memory and carried forward one stage into the future where it stands as a revelation of the truth not yet achieved by the slower process of nature...the point of value lies in whether our own experience is enlarged by the distortion' (Keith Vaughan, *A View of English Painting*, 'Penguin New Writing', Vol. 31, 1947).

We are grateful to Gerard Hastings for compiling this catalogue entry and to Anthony Hepworth for his assistance in cataloguing this lot. Gerard Hasting's new book on Keith Vaughan's graphic art will be published at the end of the year by Pagham Press in association with the Keith Vaughan Society.





21

PAUL NASH (1889-1946)

Waves

signed 'Paul Nash' (lower right)

pencil and wash

29.5 x 40 cm. (11 5/8 x 15 3/4 in.)

Executed in 1935

£10,000 - 15,000

€12,000 - 18,000

\$13,000 - 20,000

Provenance

With The Redfern Gallery, London, April 1935, where acquired by Miss G.W. Alden

With James Kirkman, London

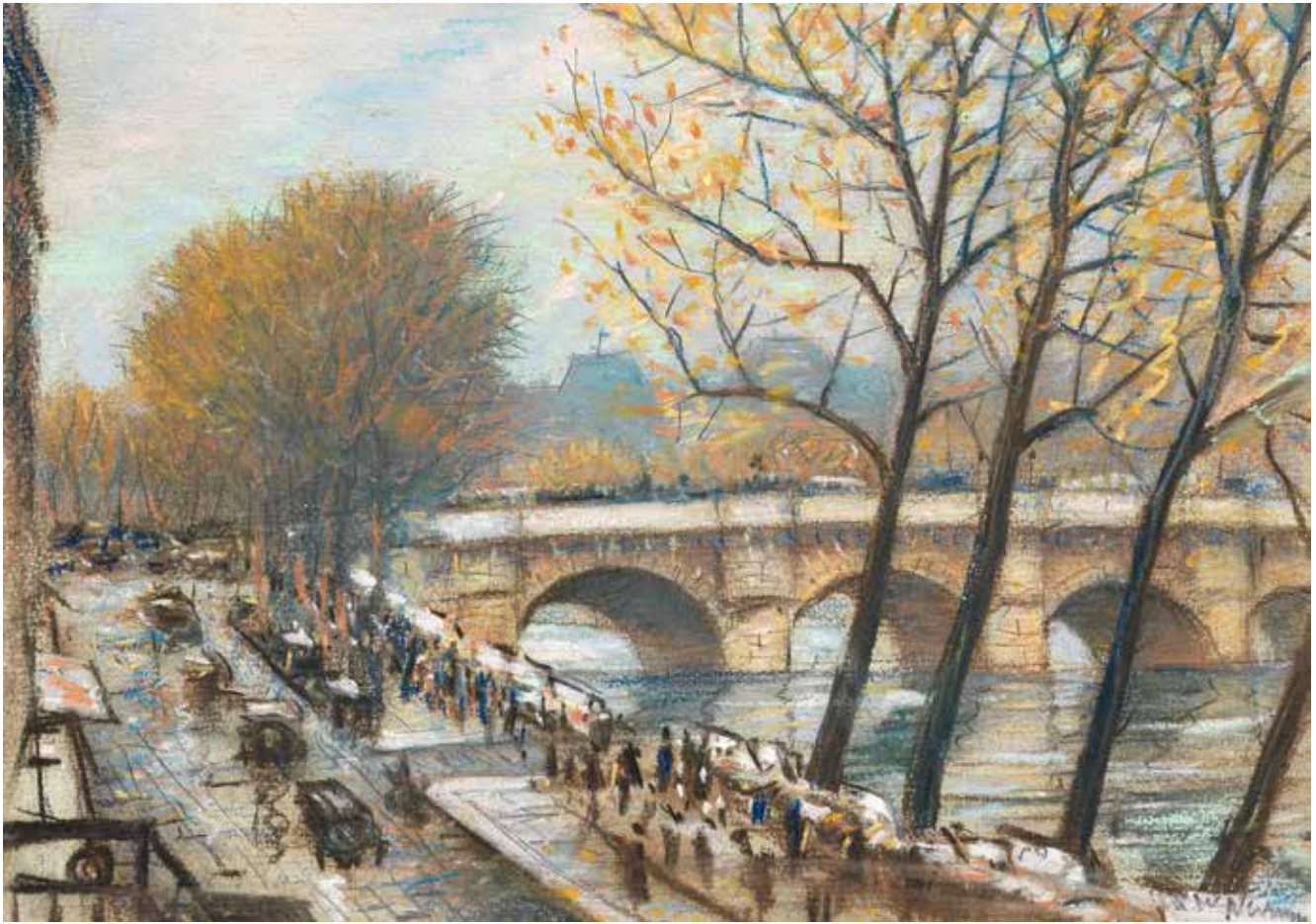
Sale; Bonhams, London, 12 March 1981, lot 51

With The Piccadilly Gallery, London, December 1981

Private Collection, U.K.

Exhibited

London, Redfern Gallery, *Paul Nash*, 4 April-11 May 1935, cat.no.17



22

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

Autumn in Paris

signed 'C.R.W. NEVINSON' (lower right); further signed and titled
'Autumn in Paris/C.R.W. Nevinson' (on a label attached to the
backboard)

pencil and pastel

25.2 x 35.5 cm. (10 x 14 in.)

£7,000 - 10,000

€8,200 - 12,000

\$9,100 - 13,000

Provenance

The Artist, from whom purchased by
Arthur Wellesley L'Estrange Fawcett (1894-1961), thence by descent
to the present owner
Private Collection, U.K.

Exhibited

London, Royal Institute Galleries, *The Pastel Society Exhibition*, cat.
no.3

Arthur Wellesley L'Estrange Fawcett was a British screenwriter and film
producer, notable for his work at Gainsborough Pictures such as *Bed
and Breakfast* (1930).



23 AR

SIR MATTHEW SMITH (1879-1959)

Evening Landscape, Provence
oil on canvas
33.5 x 55 cm. (13 1/8 x 21 5/8 in.)
Painted circa 1933

£8,000 - 12,000
€9,300 - 14,000
\$10,000 - 16,000

Provenance

With Arthur Tooth & Sons, London, 5 November 1936, where
purchased by
Commander G.L. Lewis
Major Le Gendre George Horton-Fawkes O.B.E., thence by family
descent to Richard Hawksworth Horton-Fawkes
Sale; Christie's, London, 4 March 1983, lot 61
With Austin Desmond Fine Art, London, July 1983 where acquired by
Private Collection, U.K.

Exhibited

London, Arthur Tooth & Sons, *Matthew Smith: Exhibition of Recent
Paintings*, 1936, cat.no.4

Literature

John Gledhill, *Matthew Smith: Catalogue Raisonné of the Oil Paintings*,
Lund Humphries, Farnham, 2009, p.173, cat.no.414 (ill.b&w.)

We are grateful to John Gledhill for his assistance in cataloguing this lot.



24 AR

SIR MATTHEW SMITH (1879-1959)

Landscape at St Cyr (II)
oil on canvas
46 x 55.3 cm. (18 1/8 x 21 3/4 in.)
Painted in 1922

£25,000 - 35,000

€29,000 - 41,000

\$33,000 - 46,000

Provenance

Mr. Roman Black
With Victor Waddington, London
Sale; Christie's, London, 22 July 1964, lot 156
Sale; Christie's, London, 3 March 1989, lot 335 (as *À St. Cyr*), where
acquired by the present owner
Private Collection, U.K.

Literature

John Gledhill, *Matthew Smith: Catalogue Raisonné of the Oil Paintings*,
Lund Humphries, Farnham, 2009, p.89, cat.no.112

Landscape at St Cyr (II) was painted in 1922 outside Lyon and is one of a few pictures completed this year following a spell at the Clinique Valmont, Lausanne, to cure the artist's recurring and sometimes debilitating nervous disorder. The work incorporates some of the structure that can be found in the Cornish landscapes of two years earlier. The scene is unpopulated yet there are hints of human presence in the form of outbuildings or huts next to the road. This road or track meanders through the composition and may be reminiscent of wartime lines of safety through minefields which disappear into the distance. The paint has been applied quickly and with energy to convey the urgency of the moment and there is limited aerial perspective to give a sense of contained space.

We are grateful to John Gledhill for his assistance in cataloguing this lot.



25 AR

SIR MATTHEW SMITH (1879-1959)

Blue Jug with Pears

oil on canvas

35.5 x 46.3 cm. (14 x 18 1/4 in.)

Painted circa 1950

£8,000 - 12,000

€9,300 - 14,000

\$10,000 - 16,000

Provenance

With Victor Waddington, London

With Mr & Mrs. Harry Abrahams

With Waddington Galleries, London

Yonty Solomon, by whom bequeathed to the present owner

Private Collection, U.K.

Jonathan “Yonty” Solomon (1937–2008) was a noted concert pianist who played as a soloist with many of the world’s most important symphony orchestras. He was appointed Fellow of the Royal College of Music, professor at Trinity College of Music and undertook several advisory roles for film including coaching Hugh Grant for his role as Chopin in *Impromptu* (1991). He assembled a significant collection of modern art including lots 27, 33, 54, 59, 72 & 74.

We are grateful to John Gledhill for his assistance in cataloguing this lot.



26

MARK GERTLER (1891-1939)

Trees at Garsington
oil on canvas
51.2 x 40.6 cm. (20 1/2 x 16 in.)
Painted *circa* 1918

£10,000 - 15,000

€12,000 - 18,000

\$13,000 - 20,000

Provenance

With The Leicester Galleries, London
Lady Gwendoline Melchett
Sale; Sotheby's, London, 7 March 1990, lot 130, where acquired by
the present owner
Private Collection, U.K.

Literature

John Woodeson, *Mark Gertler*, Sidgwick & Jackson, London, 1972,
p.369

27 AR

SIR JACOB EPSTEIN (1880-1959)

Self-Portrait with a Beard
bronze with a brown patina
38.1 cm. (15 in.) high
Conceived in 1920

£15,000 - 20,000

€18,000 - 23,000

\$20,000 - 26,000

Provenance

Yonty Solomon, by whom bequeathed to the present owner
Private Collection, U.K.

Exhibited

London, Leicester Galleries, *New Work in Sculpture by Jacob Epstein*,
June-July 1926, cat.no.415 (ill., another cast)

Literature

Arnold Haskell, *The Sculptor Speaks, Jacob Epstein to Arnold Haskell. A Series of Conversations on Art*, Heinemann, 1931, p.176
Robert Black, *The Art of Jacob Epstein*, World Publishing Company, New York & Cleaveland, 1942, p.232, cat.no.75
Richard Buckle, *Jacob Epstein Sculptor*, Faber & Faber, 1963, pp.104-5, pl.164-7 (ill.b&w., another cast)
E.P. and B.A. Schinman (ed.), *Jacob Epstein. A Catalogue of the Collection of Edward P. Schinman*, Farleigh Dickinson University Press, 1970, p.70 (ill.another cast)
Evelyn Silber, *The Sculpture of Epstein with a Complete Catalogue*, Phaidon, Oxford, 1986, p.147, cat.no.111 (ill.b&w, another cast)

'Epstein's second and last head of himself, *Self-Portrait with a Beard*, was made in this year. Modelled during a period of doubt and depression for the artist, this work projects something of his misanthropic state of mind. It has the haunted look of Van Gogh's self-portraits and the rough surface seems in keeping with the violent mood of the subject' (Richard Buckle, *Jacob Epstein Sculptor*, Faber & Faber, 1963, p.104).





28 AR

JACOB KRAMER (1892-1962)

Portrait of Elizabeth Welsh
signed 'Kramer' (lower right); further signed and titled 'Miss Elizabeth
Welsh by Jacob Kramer' (on the canvas overlap); further signed, titled
again and dated 'Miss Elizabeth Welsh by Jacob Kramer/1941' (on the
stretcher)

oil on canvas
76.6 x 63.5 cm. (30 1/8 x 25 in.)

£6,000 - 8,000
€7,000 - 9,300
\$7,800 - 10,000

Provenance

Collection of Kirklees Libraries and Museums
Acquired by the present owner *circa* 1990
Private Collection, U.K.

The present work depicts the leading jazz singer, actress and
entertainer who was an acclaimed beauty in her day.



29 AR

ALFRED AARON WOLMARK (1877-1961)

Portrait of Captain F.H.E. Townshend
signed with monogram (upper left); further signed and inscribed
'Captain F.H.E Townshend/M.C. R.E./Alfred A Wolmark/47 Broadhurst
Gardens' (on a label verso)
oil on canvas
92 x 71.7 cm. (36 1/4 x 28 1/4 in.)
Painted circa 1916

£8,000 - 12,000
€9,300 - 14,000
\$10,000 - 16,000

Provenance

Sale; Christie's, London, 28 February 1983, lot 118
Sale; Christie's, London, 7 June 1985, lot 84
Sale; Christie's, London, 14 November 1986, lot 359
Sale; Phillips, London, 26 January 1988, lot 172, where acquired by
the present owner
Private Collection, U.K.

Exhibited

London, Christie's, *The New English Art Club Centenary Exhibition*, 27
August-17 September 1986, cat.no.156

30

CHRISTOPHER WOOD (1901-1930)

Portrait of a Young Man

oil on canvas

41.2 x 33.6 cm. (16 1/4 x 13 1/4 in.)

Painted in 1927

£40,000 - 60,000

€47,000 - 70,000

\$52,000 - 78,000

Provenance

P.H.B. Burton

With Mercury Gallery, London, 28 June 1977, where purchased

by the family of the present owner

Private Collection, U.K.

Exhibited

London, The New Burlington Galleries, *Christopher Wood: Exhibition of Complete Works*, 3 March-2 April 1938, cat.no.249

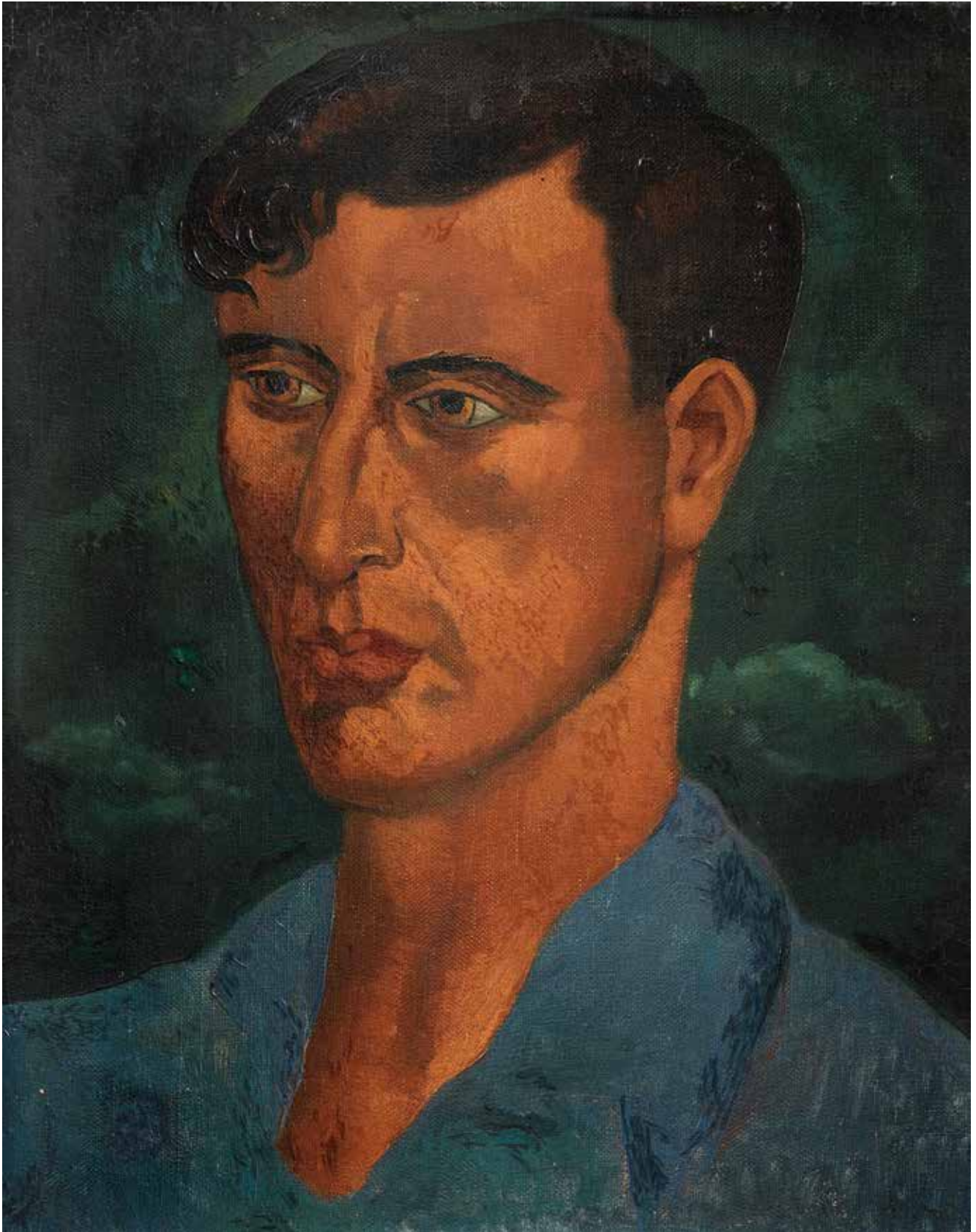
London, Mercury Gallery, *Christopher Wood: Paintings, Watercolours, Drawings*, 29 June-23 July 1977, cat.no.6, exh.no.201

Literature

Eric Newton, *Christopher Wood 1901-1930*, The Redfern Gallery, London, 1938, p.70, cat.no.249

In 1927 Christopher Wood left London and returned to Paris where he moved into Tony Gandarillas' new Passy apartment. It was a tough time for the artist who was dissatisfied with much of his recent work, which was predominantly a mixture of still life, landscape views of the Passy streets and the River Seine. However, it was also at this point that he completed one of his finest works, the almost life-size *Self-Portrait* (Kettle's Yard, University of Cambridge) that oozes with self-confidence and illustrates the artist as a young man, standing on the balcony, holding a paintbrush and with a background of houses amidst a captivating Prussian blue sky.

The only other portrait listed in Eric Newton's 1938 literature on the artist from this year is the present work, *Portrait of a Young Man*. Like the aforementioned *Self-Portrait*, which was likely painted earlier in the year, it is a confident example which no doubt depicts an attractive member of Wood and Gandarillas' male circle. The head and shoulders of the sitter dominate the canvas with little room for anything other than the intriguing background, which with its moody sky and formation of clouds gives no clue of specific location but hints at Surrealism. Wood's use of the dark palette is characteristic of his time spent in Venice later in the year where he was nursing his friend René Crevel, a member of the Surrealist movement, and inspired to paint darker landscapes that were influenced by Van Gogh's paintings of St Rémy.



31 AR

EDWARD BURRA (1905-1976)

The Bordello

signed 'Burra' (lower right)

pen and ink

25.3 x 21.6 cm. (10 x 8 1/2 in.)

Executed *circa* 1933

£6,000 - 8,000

€7,000 - 9,300

\$7,800 - 10,000

Provenance

Sale; Christie's, London, 12 June 1981, lot 90

Sale; Christie's, London, 4 March 1983, lot 111

Possibly sale; Sotheby's, London, 7 March 1990

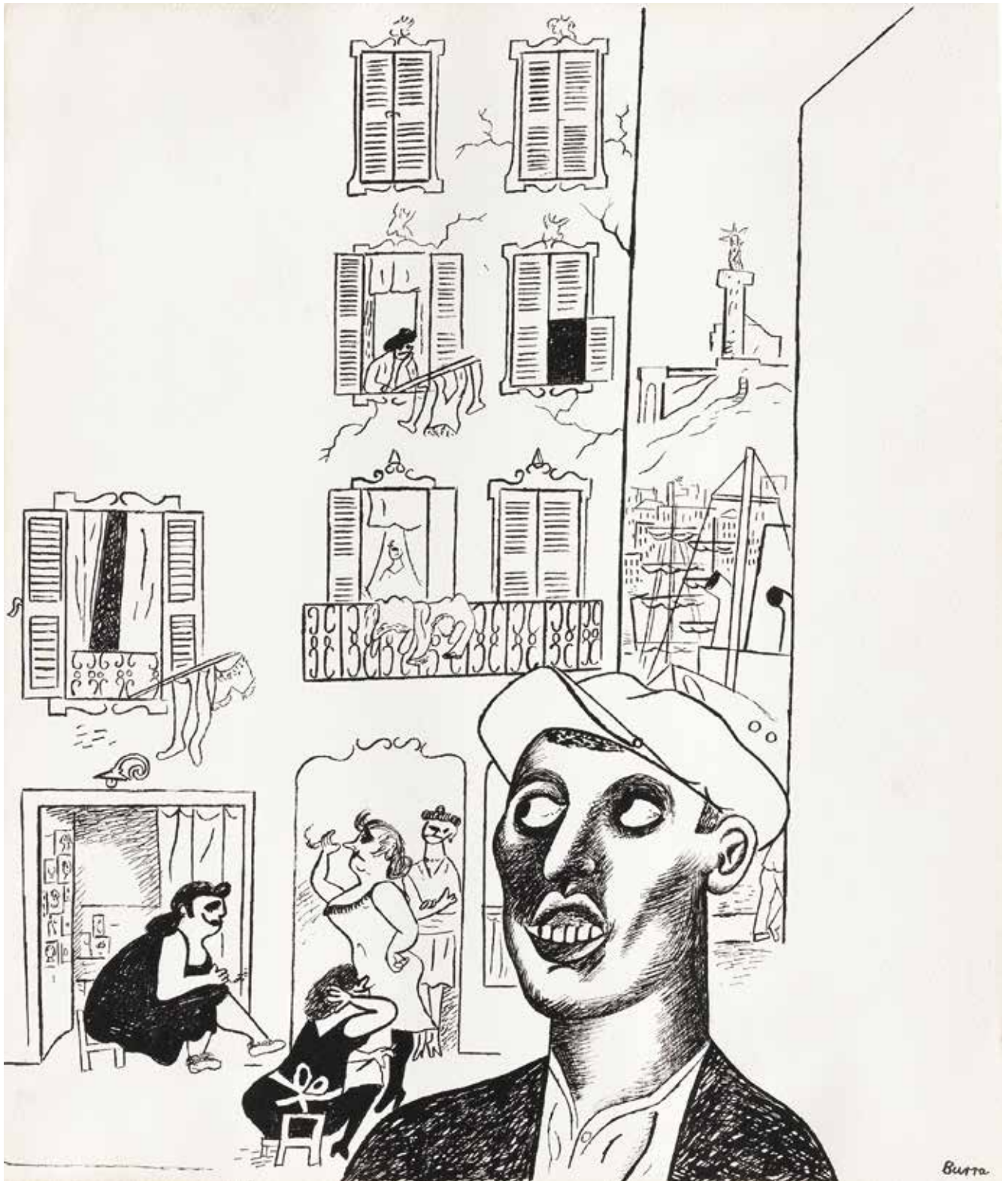
Sale; Christie's, London, 6 November 1998, lot 174,

where acquired by the present owner

Private Collection, U.K.

Burra was well known for his seedy depictions of the dimly-lit corners and dark underbelly of early 20th Century urban culture. His illness from an early age proved to be physically debilitating and only exacerbated his voyeuristic tendencies, seeing and observing the world from a distance, separated from it but equally fascinated by it.

We see the stark contradiction and irony of the Catholic basilica, the Notre-Dame de la Garde, Marseilles' best known landmark, in the distance on-high almost in judgement, surveying the sordid scenes below as the ladies prepare and await their next customers. Despite their heavily caked makeup, painted-on smiles and ghoulish features, the picture's voyeur in the foreground cannot help but be intrigued by the bordello and possibly tempted by its offerings, even under the watchful eye of 'Our Lady the Guard'.





32 AR

SIR CEDRIC MORRIS (1889-1982)

Still life with vase

signed and dated 'CEDRIC MORRIS/63' (lower right)

oil on canvas

66 x 54.5 cm. (26 x 21 1/2 in.)

£15,000 - 20,000

€18,000 - 23,000

\$20,000 - 26,000

Provenance

Collection of Glyn Morgan



33 AR

WINIFRED NICHOLSON (1893-1981)

Bell Flowers

signed and dated 'Winifred/Nicholson/1972' (on the canvas overlap)

oil on canvas

60.8 x 45.7 cm. (24 x 18 in.)

£15,000 - 20,000

€18,000 - 23,000

\$20,000 - 26,000

Provenance

Yonty Solomon, by whom bequeathed to the present owner
Private Collection, U.K.

Bell Flowers was very probably painted at Winifred Nicholson's house in Cumbria, (or Cumberland as it was until the county boundary changed in 1972), with its views out over the North Pennines. While she travelled extensively and painted on her travels, in many ways Winifred Nicholson was most at home in Cumbria, writing "I have always lived in Cumberland – the call of the curlew is my call, the tremble of the harebell is my tremble in life, the blue mist of lonely fells is my mystery, and the silver gleam when the sun does come out is my pathway" (*Unknown Colour: Paintings, Letters, Writings* by Winifred Nicholson, ed. Andrew Nicholson, Faber and Faber, London, 1987, p.43).

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

*Six works from
An Important Private Collection*

L. S. Lowry R. A. (1887 - 1976)

34 AR

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

Londonderry

signed and dated 'LS Lowry/1962' (lower right) and titled

'Londonderry' (lower left)

pencil

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

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

With Clark Art Ltd, Cheshire, 22 June 2013, where purchased

by the present owner

Private Collection, U.K.

Exhibited

Cheshire, Clark Art Ltd, *Lowry and His Legacy*, 13 June-13 July 2013

According to Shelley Rohde, Lowry's biographer, the artist told on a number of occasions how his great grandfather, Jacob Lowry, a bootmaker, moved from Belfast to Port Patrick in Scotland in 1829. Evidently, he was proud of his Irish heritage and spent holidays during the 1960s in the Republic of Ireland (from where he visited Belfast in 1967) with his good friend and artist Pat Cooke and her husband. Lowry had met Pat Cooke when she was a teenager. Her father, Pat Gerrard, was a builder who worked on Lowry's new house he bought in 1948 at Mottram-in-Longdendale, where he would live for the rest of his life. She was an aspiring artist who became one of the artist's protégés, later progressing to the Slade School in London. Pat Cooke's sense of humour clearly appealed to Lowry and she made the perfect travel companion. They spent at least five holidays together in Ireland up until 1970 (when Lowry was 83). It should be noted these were the only times Lowry journeyed overseas.

The present work (and lot 38) depict the landscape on either side of the River Foyle in Londonderry. In typical Lowry fashion, boats, buildings, people and animals all compete for our attention as they jostle side by side.



35 AR

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

Northern Street Scene

signed and dated 'LS Lowry 1963' (lower left)

pencil and ballpoint pen

26.5 x 37.6 cm. (10 1/2 x 14 3/4 in.)

£50,000 - 70,000

€58,000 - 82,000

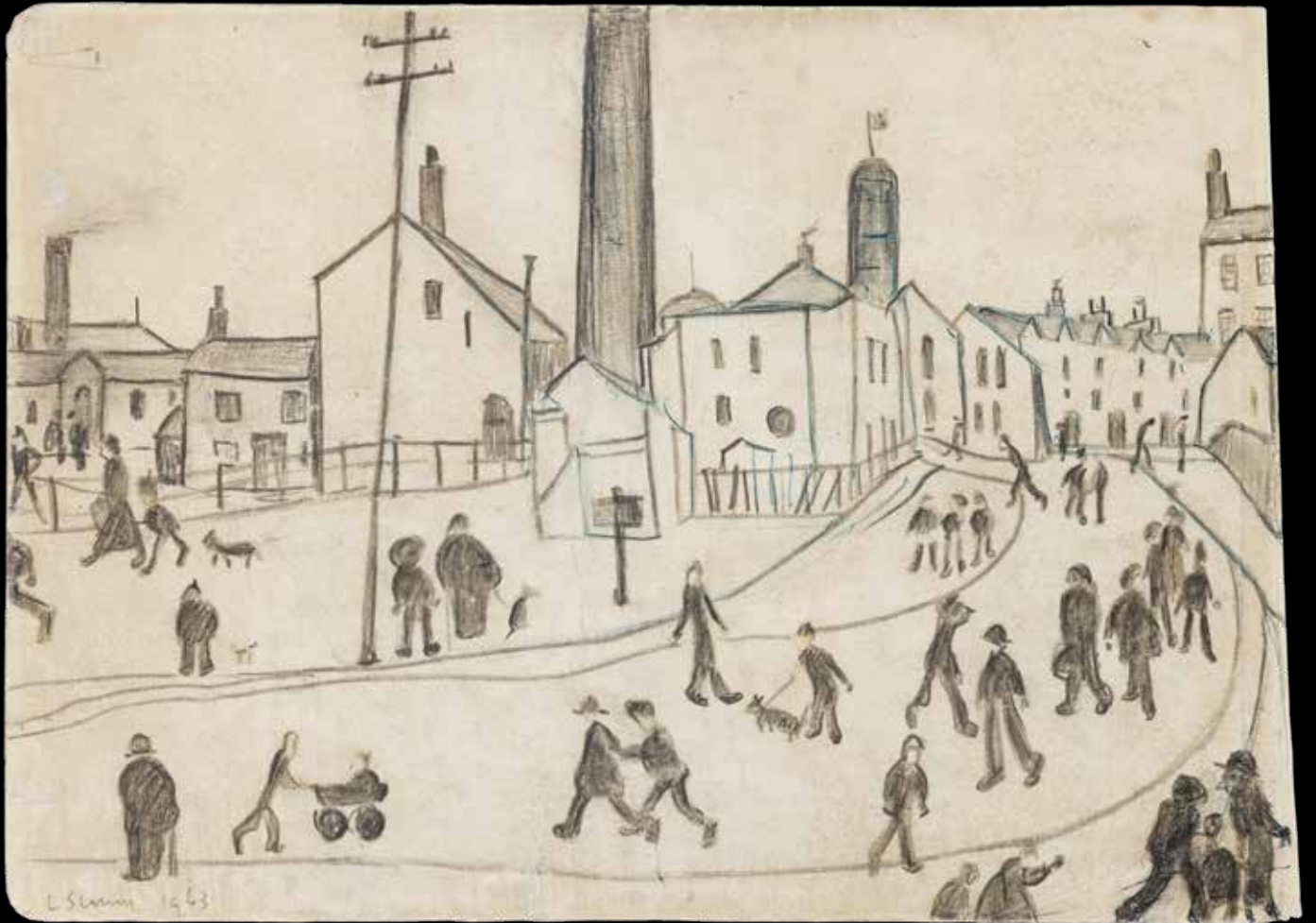
\$65,000 - 91,000

Provenance

With Lefevre Gallery, London, 12 March 1976, where purchased
by the present owner
Private Collection, U.K.

Exhibited

Manchester, Whitworth Art Gallery, *L.S. Lowry: Works on Paper*, 13
June-30 August 1998; this exhibition travelled to, London, Crane
Kalman Gallery, 17 September-31 October 1998



36 AR

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

Oldham Road

signed and dated 'L.S. Lowry 1929' (lower left)

pencil

28 x 38.5 cm. (11 x 15 1/8 in.)

£70,000 - 100,000

€82,000 - 120,000

\$91,000 - 130,000

Provenance

With Crane Kalman Gallery, London, 31 May 1971, where purchased by
Dr & Mrs Blum, New York

With Crane Kalman Gallery, London, 12 January 2001, where
purchased by the present owner
Private Collection, U.K.

Exhibited

London, Crane Kalman Gallery, *Established, Undervalued and Young
Artists*, 7 December 2000-16 January 2001





LS Lowry in New Cross, Manchester, 1968 (b/w photo) / Manchester Central Library, UK / Bridgeman Images

‘ Traders such as stonemasons, blacksmiths, bookbinders and bricklayers were housed here. The Dwellings served the community until they were demolished in 1960 ’

– Judith Sandling & Mike Leber

37 AR

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

Old Dwellings

signed and dated 'L.S.LOWRY.1961' (lower left)

oil on canvas

50.7 x 40.6 cm. (20 x 16 in.)

£400,000 - 600,000

€470,000 - 700,000

\$520,000 - 780,000

Provenance

With Lefevre Gallery, London

The Lord James of Rusholme

His sale; Christie's, London, 14 December 1973, lot 150

With Crane Kalman Gallery, London, 19 March 1996, where acquired by the present owner

Private Collection, U.K.

Exhibited

London, Crane Kalman Gallery, *Christmas Exhibition*, December 1984



Old Dwellings was painted the same year as Lowry's seventh one-man show in London at Lefevre Gallery, in October 1961. The artist was seventy-three and had been moving away from depicting industrial scenes for some years. They had formed the core subject of his work since the 1920s but had not always been commercially successful. By 1961, figures and groups of people were instead beginning to predominate, although the demand from collectors at Lefevre Gallery had ironically started to swing in favour of the northern industrial scenes with their associated mills and chimneys. Shelley Rohde describes the fervour surrounding Lowry at this time:

'The astonishing scenes that took place were headlined on the front page of the Daily Herald. On the morning of the private view, the customary hush of the Lefevre Gallery, now moved to Bruton Street, was rudely disturbed by hordes of "cheque-waving admirers of the artist": the dealers were anxious to keep something on their walls to show the public, and would-be buyers were rationed to only one picture each. It was, as the press announced in excited italics, the sort of thing that *usually happens to artists only after they are dead*. It would seem that one of the major causes of the almost hysterical demand for the long-neglected industrial scenes lay in what was assumed to be the artist's perversity, but which it would be more accurate to call his integrity. Now that final acceptance had at last been achieved, he had, to all intents and purposes, abandoned his subject. The vision had faded and died' (Shelley Rohde, *L.S. Lowry, A Biography*, The Lowry Press, The Lowry, Salford Quays, 1999, pp. 357-358).

Despite this, industrial scenes did not vanish altogether from Lowry's output, and *Old Dwellings* is testament to the artist's ability at still being able to produce these impressive canvases to satisfy at least some of the passionate buyers visiting Bruton Street during the autumn of 1961. Meticulously composed, *Old Dwellings* re-visits a previous composition Lowry painted in his 1933 oil on panel, *Entrance to The Dwellings*. The red brick archway joining the two tenement blocks, a motif Lowry used time and again, dominates the canvases and frames the working-class figures going about their daily lives. Depicting the Salford Improved Industrial Dwellings, which were constructed in 1870, Sandling and Leber remark:

'Traders such as stonemasons, blacksmiths, bookbinders and bricklayers were housed here. The Dwellings served the community until they were demolished in 1960. Constructed in two parallel blocks four storeys high, they contained 62 separate tenements and two shops which were joined by a gateway fitted with iron gates. Lowry's interest focussed on the gates, but he depicted them neither accurately nor consistently. They are fat or thin with tops rounded or straight; they may

or may not be topped by a flagpole; even the shape of the archway has been changed, as has the number of stones on top of the gates themselves. Lowry found in this particular gateway an image that proved to be of great consequence, and he used it with subtle differences in a series of paintings and drawings which span almost four decades' (Judith Sandling and Mike Leber, *Lowry's City, A Painter and his Locale*, The Lowry, Salford, 2000, p.57).

The first owner of *Old Dwellings*, The Lord James of Rusholme (1909-1992), played a significant role in educational ideology in post-war Britain. His most high-profile positions were as High Master of Manchester Grammar School (1945-1962) and the first Vice Chancellor of York University (1962-1973). Presumably he purchased the work from Lefevre Gallery shortly after it was painted, whilst he was establishing himself at York. Although, he would likely have familiarised himself with Lowry's work during his time in Manchester. The Daily Telegraph commented in its obituary of The Lord James of Rusholme:

'His period at Manchester Grammar School between 1945 and 1962 must be counted one of the most notable headmasterships of this century, comparable in terms of contemporary prestige and achievement of – if never in style or ideology – with that of Arnold at Rugby in the 19th century...James advocated a pure meritocracy. Selection at Manchester Grammar School was by competitive examination, with no marks added for wealth or family connections. It was the essence of his philosophy that grammar schools should serve as ladders, giving all levels of society access to the highest places in the land. His High Mastership bore splendid witness to this ambition. In the mid-1950s Manchester Grammar School was attaining up to 45 scholarships every year at Oxford and Cambridge.' (The Daily Telegraph, 18 May 1992).

In his role at York University he stressed that half of all students should live on campus and housed them in separate colleges that acted as the centres of the university's social and academic life. Furthermore, half of all undergraduates were women, an usual statistic in universities at that time.

He became a member of the Standing Commission on Museums and Art Galleries and, following his retirement from York in 1973, Chairman of the Royal Fine Art Commission. Two of his published books outlining his ideas on education were, *An Essay on the Content of Education* (1949) and *Education and Leadership* (1951). Knighted in 1956, The Lord James of Rusholme was created a life peer in 1959.



G. J. Lowry, 1961

38 AR

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

River scene, Londonderry

signed and dated 'LS Lowry 1961' (lower left) and inscribed indistinctly
'Londonderry' (lower right)

pencil

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

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

With Crane Kalman Gallery, London

With Rex Irwin, Sydney, where acquired by

Mrs Joanna Dusseldorp

With Clark Art Ltd, Cheshire, 22 June 2013, where purchased by the
present owner

Private Collection, U.K.

Exhibited

Cheshire, Clark Art Ltd, *Lowry and His Legacy*, 13 June-13 July 2013

Please see note for Lot 34.



39 AR

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

Industrial Landscape

signed and dated 'LS Lowry 1960' (lower right)

pencil

29.5 x 41.7 cm. (11 5/8 x 16 1/2 in.)

£18,000 - 25,000

€21,000 - 29,000

\$24,000 - 33,000

Provenance

Sale; Phillips, London, 2 November 1999, lot 210, where acquired by
Patrick Plant

With Crane Kalman Gallery, London, 2010, where purchased by the
present owner

Private Collection, U.K.



VARIOUS PROPERTIES

40 AR

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

The Children

signed and dated 'L.S.Lowry 1968' (lower left); further signed and dated again 'L.S.Lowry/1968' (verso)

pencil

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

£50,000 - 80,000

€58,000 - 93,000

\$65,000 - 100,000

Provenance

The Artist, by whom gifted to
Private Collection, U.K.

Their sale; Sotheby's, London, 13 December 2007, lot 54, where
purchased by

With Willow Gallery, London, 7 March 2008, where purchased by the
present owner

Private Collection, U.K.



41 AR

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

Maryport

signed and dated 'LS Lowry 1960' (lower left)

pencil

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

£25,000 - 35,000

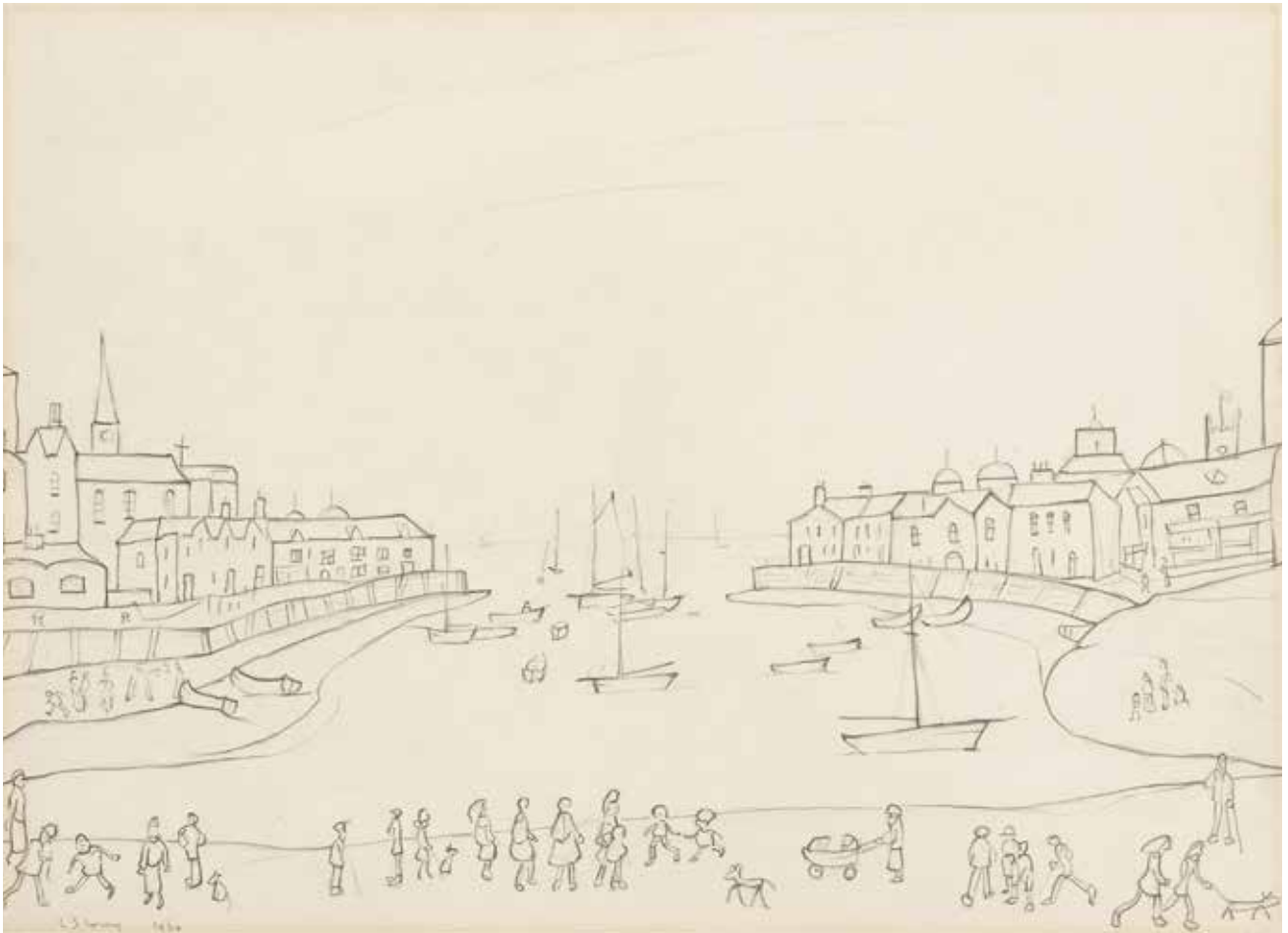
€29,000 - 41,000

\$33,000 - 46,000

Provenance

With Lefevre Gallery, London, *circa* 1970s, where acquired
by E.T. Foster and thence by descent

Private Collection, U.K.





42 * AR

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

Animal Head: Open Mouth
signed and numbered '5/9 Moore' (on the base)
bronze with a brown patina
13 cm. (5 1/8 in.) long (including the base)
Conceived in 1982

£6,000 - 8,000

€7,000 - 9,300

\$7,800 - 10,000

Provenance

Nathan Silberberg, New York, thence by family descent
Private Collection, Israel

Literature

Alan Bowness, *Henry Moore; Sculpture and Drawings Volume 6, Sculpture 1980-86*, Lund Humphries, London, 1988, pp.52-53, cat. no.868 (ill.b&w, another cast)
John Hedgecoe, *A Monumental Vision, The Sculpture of Henry Moore*, Collins & Brown, London, 1998, pp.248-249, cat.no.733 (ill.b&w, another cast)



43 AR

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

Eagle

signed and numbered 'Frink 11/12' (on the base)

bronze with a brown patina on a bronze base

15.7 cm. (6 1/4 in.) high (including the base)

£6,000 - 8,000

€7,000 - 9,300

\$7,800 - 10,000

Provenance

The Artist, from whom acquired directly by the present owner in the 1970s

Private Collection, U.K.

44 AR

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

Lying Down Horse

signed and numbered 'Frink 4/6' (on the left flank) and stamped with foundry stamp (on the underside)

bronze with a dark brown patina

43 cm. (17 in.) long

Conceived in 1975

£60,000 - 80,000

€70,000 - 93,000

\$78,000 - 100,000

Provenance

With Beaux Arts, London, where acquired by the present owner Private Collection, U.K.

Literature

Jill Willder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*, Salisbury, 1984, pp.184-5, cat.no.217 (ill.b&w., another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.129, cat. no.FCR245 (col.ill., another cast)

Amongst the most familiar of Frink's motifs, the examination of horses dates back to her earliest works of the 1950s, however it is the equine subjects which dominated her output between 1969 and 1985 that receive the highest acclaim:

'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).

Following a move to the south of France in 1967 Frink became fascinated by the Camargue horses, a wild and ancient breed indigenous to the region. These horses suited her purpose far more than those she had previously been familiar with as a keen rider in her youth. She elaborates; 'The horse sculptures are nothing to do with the horse you see here in England – the hunter, the show horse, the race horse. They're much more to do with the ancient spirit of the horse and with its evolution in relation to Man. The animals I make are far more what I feel for them than what they are in real life. I'm imprecise about the muscles... I'm much more interested in the spirit of the animal. I get into the inside of the animal and the outside takes care of itself (Edward Lucie-Smith and Elisabeth Frink, *Frink, A Portrait*, Bloomsbury, London, 1994, p.50).





45 AR

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

Cock Pheasant

signed with initials 'KW' (upper left)

oil on canvas

92 x 51.5 cm. (36 1/4 x 20 1/4 in.)

Painted in 1959

£5,000 - 7,000

€5,800 - 8,200

\$6,500 - 9,100

Provenance

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

Exhibited

Cardiff, National Museum of Wales, *Kyffin Williams*, March-May 1987, cat.no.12; this exhibition travelled to Llandudno, Mostyn Art Gallery, May-July and Swansea, Glynn Vivian Museum and Art Gallery, August-September

“And, looking through your catalogues, I mean, every now and then there’s a painting for example of pheasants, or of wildlife of some kind, or of a bird perhaps. I mean, what’s the proportion there? I suspect it’s less.”

“Oh, I used to, when I lived in London down the road there was a game merchant, Mr Pargiter, and I used to go along there and borrow his birds and paint them, and because I painted very quickly I used to take them back when I had finished. There was also a Mr Richards the fishmonger, I had to buy the fish unfortunately. But at that time I painted quite a lot of still life of birds. But the most successful bird of all I painted was a cock pheasant, and I always think this is one of the most successful paintings in Western art, not because it’s a beautiful painting but for the simple fact that I shot it, I painted it, I ate it and I sold it. I don’t think Rembrandt even did that” (*National Life Stories; Artist’s Lives*, Kyffin Williams in an interview with Cathy Courtney, 21-22 March 1995).



46 AR

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

Portrait of Dorothy Anne McLaren
signed with initials 'KW' (upper right)
oil on canvas
91.6 x 56.2 cm. (36 x 22 1/8 in.)

£10,000 - 15,000

€12,000 - 18,000

\$13,000 - 20,000

Provenance

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

Exhibited

Llangefni, Oriel Ynys Môn, *Kyffin Williams: Portraits*, 3 April-31 May
1993, cat.no.36 (as Anne)

Literature

Nicholas Sinclair, *Kyffin Williams*, Lund Humphries, Hampshire, 2004,
p.26, pl.9 (col.iii)



The Artist with the present work

47 * AR

JOHN PIPER C.H. (1903-1992)

Rodez (Aveyron)
signed 'John Piper' (lower right)
oil on hessian laid on panel
152.4 x 107 cm. (60 x 42 1/8 in.)

£20,000 - 30,000
€23,000 - 35,000
\$26,000 - 39,000

Provenance

With Marlborough Fine Art, London, where acquired by the family of the present owner *circa* 1975
Private Collection, U.K.

Exhibited

London, Marlborough Fine Art, *John Piper*, September-October 1975

In contrast to the purely abstract pictures of the 1930s, John Piper's focus switched to the recording of important and historical architectural sites from the 1940s onwards. Frequently travelling to obscure locations at home and abroad, he intended on finding buildings of extraordinary character and representing them with his own unique technique. Piper had an affinity with France and in the present work depicts an imposing site of religious significance. Rodez Cathedral is located in the Aveyron district of the South of France and is characterised by its unity of style, which is predominantly Gothic and of the manner imported by architect Jean Deschamps. In the present work, Piper chooses to depict the cathedral from a side view and in doing so omits the distinctive façade that forms the west front and was once a defensive part of the old city walls. We are presented with a richly decorated portal and the fine rose window that the artist explored in other monumental ecclesiastical works of similar date such as *Reims Cathedral* (sold in these rooms on 10 June 2015). The intense red/pink hues that sweep across the canvas are surely representative of the red sandstone construction of Rodez itself and the impressionistic application of the paintwork recounts the famous Rouen Cathedral series painted in the 1890s by Claude Monet.

This lot is accompanied by a framed photograph of the Artist with the present work (see above).





48

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

The Leading Lady's Day Off
signed and dated 'Sickert 1937' (lower left)
oil on canvas
76.5 x 56.5 cm. (30 1/8 x 22 1/4 in.)

£10,000 - 15,000

€12,000 - 18,000

\$13,000 - 20,000

Provenance

With Charles A. Jackson, Manchester
Dr K.K. Wood
Sale; Sotheby's, London, 14 November 1984, lot 43
Private Collection, U.K.

Exhibited

Bury, Bury Art Gallery, *Steer, Sickert & Epstein Exhibition*,
6 February-6 March 1954

Literature

Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New
Haven and London, 2006, cat.no.658



49

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

Romeo and Juliet (After Adelaide Claxton)

signed 'Sickert' (lower centre)

oil on hessian

117 x 69 cm. (46 x 27 1/8 in.)

£15,000 - 20,000

€18,000 - 23,000

\$20,000 - 26,000

Provenance

Sale; Christie's, London, 6 December 1957, lot 73

Private Collection, U.K., since 2011

Exhibited

London, Leicester Galleries, *Recent Pictures by Richard Sickert*,
November-December 1934, cat.no.8

Literature

Wendy Baron, *Sickert: Paintings & Drawings*, Yale University Press, New
Haven and London, 2006, p.513, cat.no.648 (col.iii)

50 AR

JACK B. YEATS R.H.A. (1871-1957)

Romeo and Juliet (The Last Act)

signed 'JACK B YEATS' (upper left) and titled twice 'ROMEO AND JULIET' (on the canvas overlap)

oil on canvas

45.8 x 61.1 cm. (18 x 24 in.)

Painted in 1927

£80,000 - 120,000

€93,000 - 140,000

\$100,000 - 160,000

Provenance

Mrs Roger Frankland

Sale; Sotheby's, London, 14 July 1965, where acquired by

Waddington Galleries, London

Private Collection, U.S.A.

John Rous (4th Earl of Stradbroke), thence by family descent to the present owner

Private Collection, U.K.

Exhibited

Dublin, Engineers' Hall, 25 February-5 March 1927, cat.no.23

Birmingham, Ruskin Gallery, *Paintings of Ireland*, 23 May-4 June 1927, cat.no.31

London, Arthur Tooth & Sons, 14 March-5 April 1928, cat.no.34

Montreal, Waddington Galleries, *Jack B. Yeats Retrospective Exhibition*, 12 March-5 April 1969, cat.no.7

London, Waddington Galleries, 15 April-8 May 1971, cat.no.7 (col.iii)

Dublin, National Gallery of Ireland, *Jack B. Yeats, A Centenary Exhibition*, September-December 1971, p.74, cat.no.62 (col.iii); this exhibition travelled to Belfast, Ulster Museum, January-February 1972 and New York, Cultural Centre, April-June 1972

Literature

Hilary Pyle, *Jack B. Yeats, A Catalogue Raisonné of the Oil Paintings, Volume I*, Andre Deutsch, London, 1992, p.322, cat.no.355 (ill.b&w)

The painting depicts the last scene of Charles Guonod's 1867 opera *Romeo and Juliet*, based on William Shakespeare's famous tragedy. In the final act after a tumultuous duet, Romeo expires and Juliet takes her own life. Their entwined bodies lie in the deserted tomb. Guonod's opera was performed in the Gaiety Theatre in Dublin on 2 March 1926. The *Irish Times* review of the production praised the music and the performers although it noted that Cynlais Gibbs, who played Romeo had a lighter voice than Miss Hill who played Juliet, and was at a slight disadvantage. But it concluded that the orchestra 'gave a fluent account of the strongly coloured instrumental music'. The O'Mara Opera Company, which staged the production, was founded by the celebrated Limerick born tenor, Joseph O'Mara, in 1912 and performed opera seasons regularly at the Gaiety. In 1926, the year before his early death, O'Mara was the first opera singer to perform live on the newly inaugurated Radio Eireann, the Irish Free State's national radio station.

Yeats was in attendance at the Gaiety and outlined the scene depicted in the painting in his sketchbook. His book also features drawings of the celebrated staging of Lennox Robinson's play, *Cyclops* which was performed by the Dublin Drama League in the playwright's home in Dalkey in August 1926. Yeats was an avid theatre goer and playwright. He wrote several plays for children in the early 1900s and his later experimental plays *Harlequin's Positions*, *La La Noo* and *In Sand* were

staged at the Abbey Theatre between 1939 and 1949. Several of Yeats's paintings are inspired by his experiences of the theatre. These include *Singing The Minstrel Boy* (1923, The Model, Sligo), *Now* (1941, Private Collection), *The Talent* (1944, Private Collection) and *Man Hearing an Old Song*, (1950, Private Collection). These paintings like, *Romeo and Juliet*, incorporate the audience and its involvement in the performance.

Yeats's cursory sketch notes the two candles, the balcony to the right and the prominent form of the conductor which are all key elements in the final painting. The figure of the conductor can be seen in the painting on the extreme left. His head is erect and his arms extended as he conducts the concluding notes of Guonod's score. The ghostly bodies of Romeo and Juliet lie next to each other in front of the tomb. Flecks of white, yellow and pink subtly indicate their faces and the flowers that adorn the sturdy sepulchre behind them. The tall ethereal forms of the candles are delicately painted and they and the single flame torch add to the sense of solemnity.

The figures are dwarfed by the vast blue expanse of the set. One contemporary reviewer noted the emotional power of this colour in Yeats's painting. 'The surrounding blue seems to be the mystery of life – to symbolise every love-story that was ever lived or written – and birth and death and passion and sacrifice, and everything that is significant in human struggling. It is as if the universe had paused to mark a fleeting perfection'. The stage is framed by the warm reds and yellows of the surrounding auditorium. The heads of the front row of the audience fill the bottom of the composition. On the right hand side the towering structure of the interior of the Gaiety throws the perspective of the stage into stark relief. The elaborate gilt and maroon decoration is richly conveyed by loose swirls of deep colour which take on an organic quality, suggestive of movement and warm reflected light. A spectator is shown seated in the darkened theatre box looking at the performance. The ledge of this box, which stands out in sharp relief, is modelled out of thick brown paint while black lines indicate the railings. This unusual perspective emphasises the collaborative nature of live theatre in which the performers, musicians, and the spectators share in the illusion of the drama. It also draws attention to the artificiality of the set and the theatre itself as an extraordinary site where the human imagination is enabled to take flight.

Romeo and Juliet was included in Yeats's one-man exhibition at the Engineers' Hall in Dublin in 1927 and was subsequently shown at the Ruskin gallery in Birmingham and the Arthur Tooth gallery in London. It features in many of the reviews of the acclaimed Dublin exhibition. George Russell described Yeats's work as 'intensely personal' noting that in the paintings, 'the psychic temperament is breaking through the limitations of the physical'. Another critic remarked on the 'powerful and almost audacious wealth of conception and composition' of Romeo and Juliet, which 'is bound to be one of the most discussed of the collection'. Finally the international art journal, *The Studio*, proclaimed that Yeats 'has now acquired a power over his medium which can only be described as masterly'.

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



51 *

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

The Disc Maker

signed, inscribed and dated 'TO/JOHN MACINTYRE/FROM/JOHN LAVERY/1918' (lower right); further signed, titled and dated again 'THE DISC MAKER/BY JOHN LAVERY/1917' (verso)

oil on canvasboard

35.7 x 25.7 cm. (14 x 10 1/8 in.)

£8,000 - 12,000

€9,300 - 14,000

\$10,000 - 16,000

Provenance

With MacMillan & Perrin Gallery, Vancouver, where acquired by the present owner

Private Collection, Canada

The present work was painted in the same year as Lavery's painting *Elswick*, in the collection of the Imperial War Museum, which depicts a mass of women working away in a munitions factory. Much like *Elswick*, *The Disc Maker* highlights a country and indeed a population intensely preoccupied with preparations for the war effort. It also highlights the toil and commitment of women to the war effort, something Lavery shone a light on that was not well documented previously. The busy haziness of the composition and the focus on a couple of figures, rather than a whole factory, perfectly illustrates the feverish nature of the individuals unwavering devotion to the cause.

We are grateful to Professor Kenneth McConkey for his assistance in cataloguing this lot.



52

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

London Hospital

signed 'J Lavery' (lower right); further signed, inscribed and dated twice
'LONDON HOSPITAL 1914/BY JOHN LAVERY/PRESENTED BY THE
ARTIST TO THE ULSTER DIVISION FETE/1917' (verso)¹

oil on canvas

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

£60,000 - 80,000

€70,000 - 93,000

\$78,000 - 100,000

Provenance

The Artist, by whom donated to

Lady Dixon in aid of The Ulster Division Fete, 1917

With William Rodman & Co, Belfast

Malcolm Mercer and thence by descent to

Stanley Mercer

Sale; Phillips, London, 13 November 1984, lot 78

Sale; Christie's, London, 6 November 1992, lot 53, where acquired by

the present owner

Private Collection, U.K.

Literature

"'Wounded' by John Lavery RA, Sold for a War Charity', *The Sphere*, 14

July 1917, p.viii (ill.)

Kenneth McConkey, *John Lavery: A Painter and his World*, Atelier

Books, Edinburgh, 2010, pp.125, 231



When Lavery's large retrospective exhibition at the Grosvenor Galleries drew to a close in the summer of 1914, the artist and his wife set off for a tour of Ireland in the knowledge that tensions were increasing in Europe. They were in Dublin when war was declared on 4 August, but delayed their return in order to visit the north coast. When they got back to London, St James's Park had been requisitioned as a military camp and the city was in uproar. As weeks went by, with the rout of Belgium and the arrival of 250,000 refugees, early euphoria and predictions of a swift victory evaporated. Lavery quickly realized that his best way to support the war effort was through his work, but Government restrictions blocked his early ambitions to equip a motor-bus and drive to the Western Front. So, in March 1915 he arranged to paint the wounded at London Hospital. The 'London' had been the first hospital to receive casualties in the early weeks of the war.

By the end of the month the painter was installed in the hospital's Charlotte Ward, observing Miss Frances Grace Coombe – affectionately referred to as 'Sister Charlotte' – attending a wounded soldier. At least two general views of the ward were painted alongside the present canvas, and these became the source material from which *Wounded, London Hospital* (1915) was painted at the artist's studio in Cromwell Place². The present version is unique in indicating both setting and central motif.

The finished picture was shown at the Royal Academy in 1915 where one critic described it as 'the most remarkable achievement' in an exhibition that was widely criticized for failing to come to grips with what was described as an unprecedented 'struggle for existence'.³ Lady Cynthia Asquith, who confirmed that the Academy seemed 'unaffected by cataclysm', saw *Wounded: London Hospital* as one of the very few authentic attempts to address the effects of war, noting its '... very good atmosphere', and that 'it almost made one smell the antiseptics'.⁴ It was immediately popular with the wider public and those soldiers able to visit the show tended to congregate in front of it.⁵ By the time the picture arrived in its permanent home in Dundee at the beginning of 1917, the title had been changed to *The First Wounded, London Hospital, 1914*, even though as MP and RHR Park point out, over 2000 soldiers are likely to have been treated around the time the picture was actually being painted.

None of this however, detracts from the documentary accuracy of the present study. Lavery for instance, is likely to have included the wounded soldier with a foot sling simply because he was there at the time. Foot injuries following the severe winter of 1914-5, when many infantrymen suffered frostbite and trench fever, were common. This figure was however, excluded from the final work, while the table containing bowls, bottles and dressings was transformed into a metal trolley. Perhaps to underwrite the circumstantial authenticity of the scene, Lavery also chose to identify his principal soldier as a Gordon Highlander.

Lavery continued to report on the war, also painting the wounded of St George's Hospital who, on good days, with their nurses, took the air in Hyde Park. He also saw the death tolls rise when the Ulster and Munster Divisions were slaughtered on the banks of the Somme in July 1916. On the first anniversary of that terrible offensive, a series of fund-raising activities were organized throughout Ulster, on what was named 'Forget-Me-Not' Day, 29 June 1917. The occasion was marked in London by a Garden Fete at Hampden House in Green Street, home of the Duke of Abercorn on 4 July to which the present study was generously donated. It is likely that the Laverys attended this event, and the amount raised on behalf of Lady Carson's fund 'to provide gifts for the sick, wounded and prisoners of war from the Ulster Division' was over £1000.⁶

Shortly thereafter, Lavery received his commission as an Official War Artist and was off to paint Naval operations, including the North Sea convoys which he observed from armed airships. Intrepid though this was, he considered that in avoiding the Western Front, his war experience was limited. However, as the present work indicates, no one in 1915 was more committed than he to reporting on the great 'struggle for existence', and those who suffered in its wake – and while others re-imagined Napoleonic or Crimean battle scenes confected in khaki and grey, he stood out for documentary authenticity. The effects of war must be truly seen to be believed, and recorded with sympathy by the consummate artist-reporter.

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

¹ A label on the frame relates to an earlier exhibit at the Carnegie International Exhibition in Pittsburgh, and not the present work. Lavery clearly decided to re-use this original frame when the present picture was donated to the Ulster Division Fete. A label on the stretcher refers to a subsequent sale by William Rodman & Co of Belfast. A further inscription relates to subsequent ownership.

² The picture was to be reproduced in colour by the Fine Art Society and placed on sale for the benefit of the hospital. See MP Park and RHR Park, 'Art in Wartime: *The First Wounded, London Hospital, August 1914*' *Medical Humanities*, Vol. 37, no. 1, Jun 2011, p. 23-26; also Kenneth McConkey, *John Lavery, A Painter and his World*, 2010 (Atelier Books), pp. 125-7. As Park and Park point out, this large canvas was originally entitled *Wounded, London Hospital, 1915* when shown at the Academy, and given that it was being painted at the time of the Academy submission deadline, it could not represent the first wounded soldiers who arrived at the London Hospital shortly after the outbreak of war.

³ Anon 'The Royal Academy Exhibition, 1915', *The Studio*, vol 65, 1915, p. 25.

⁴ Lady Cynthia Asquith, with a foreword by LP Hartley, *Diaries, 1915-1918*, 1968 (Hutchinson), p. 43, (entry for 15 June 1915).

⁵ Anon, 'Popular Academy Pictures – The First Public Day', *The Times*, 4 May 1915, p. 11. Such was its popularity that prints were made by the Fine Art Society, and sold in aid of the hospital, while the present work was illustrated in *The Sphere*. n relates to subsequent ownership.

⁶ 'The Ulster Fete in London', *Londonderry Sentinel*, 5 July 1917, p. 2.





53 *

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

Woman Seated at a Window (Mornington Crescent)
signed 'Sickert' (lower right)

oil on canvas

52 x 40 cm. (20 1/2 x 15 3/4 in.)

Painted circa 1908-9

£150,000 - 250,000

€180,000 - 290,000

\$200,000 - 330,000

Provenance

The Artist, from whom acquired by

Sylvia Gosse

Dr Robert Emmons, by 1941

With Thomas Agnew & Sons, London

With Roland, Browse & Delbanco, London, 1945

E. Michael Behrens, 1947

His sale; Christie's, London, 8 June 1990, lot 207

Sale; Sotheby's, London, 3 December 1998, lot 50

With The Fine Art Society, London, 2000

Private Collection, U.S.A., since 2011

Exhibited

London, National Gallery, *Sickert*, 1941, cat.no.89, as *Mornington Crescent*

London, Thomas Agnew & Sons, *Exhibition of Paintings and Drawings by W.R. Sickert from the Collection of Robert Emmons*, May-June 1947, cat.no.48, as *Granby Street*

Southampton, The Arts Council of Great Britain, Southampton Art

Gallery, *Festival of Britain: The Camden Town Group*, 16 June-29 July 1951

Edinburgh, Scottish Committee of the Arts Council of Great Britain, Diploma Galleries of the Royal Scottish Academy, *An Exhibition of Paintings and Drawings by Walter Sickert*, January 1953, cat.no.29
London, Arts Council of Great Britain, Tate Gallery, *Sickert: Paintings and Drawings*, 18 May-19 June 1960, cat.no.116; this exhibition travelled to Southampton, Southampton Art Gallery, 2-24 July and Bradford, Bradford City Art Gallery, 30 July-20 August
London, Browse & Darby, *Sickert*, 25 November-22 December 1981, cat.no.18

London, Browse & Darby, *Sickert: With an Accent on the Theatre*, 26 November-23 December 1992, cat.no.55

London, The Fine Art Society, *Walter Sickert: Paintings, Drawings and Prints*, 8 May-15 June 2000, cat.no.14

London, The Fine Art Society, *Centenary Exhibition: The Camden Town Group*, 15 June-16 July 2011, cat.no.3 (as *Seated Woman, Mornington Crescent*)

Literature

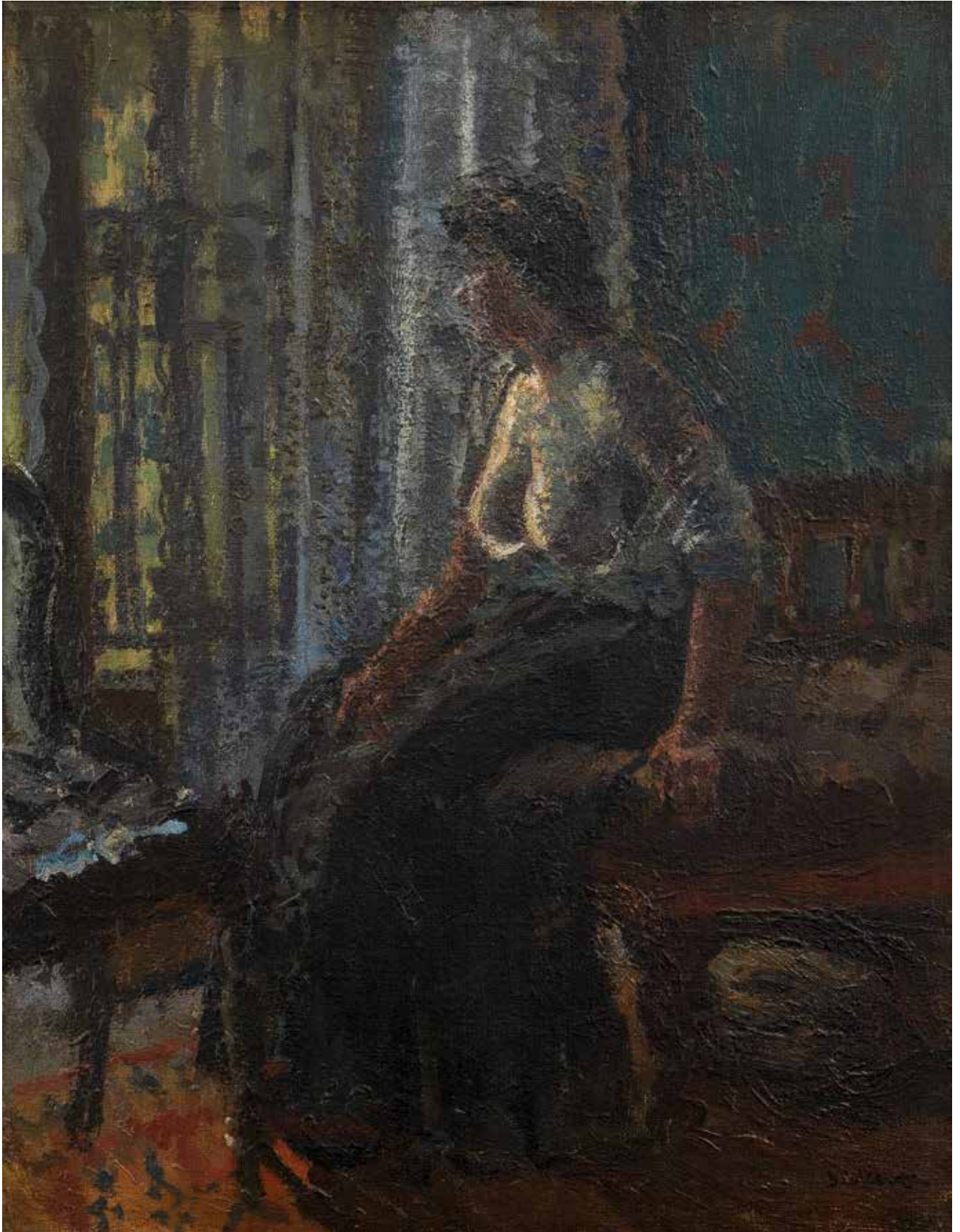
Lillian Browse, *Sickert*, Faber and Faber, London, 1943, pl.35

Lillian Browse, *Sickert*, Hart-Davis, London, 1960, p.74, pl.57

Sir John Rothenstein, *Walter Richard Sickert (1860-1942)*, Beaverbrook Newspapers, London, 1961, pl.7

Lilly Marjorie, *Sickert: The Painter and His Circle*, Elek Books, London, 1971, pl.37

Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New Haven and London, 2006, p.371, cat.no.352 (col.iii)





Labels verso

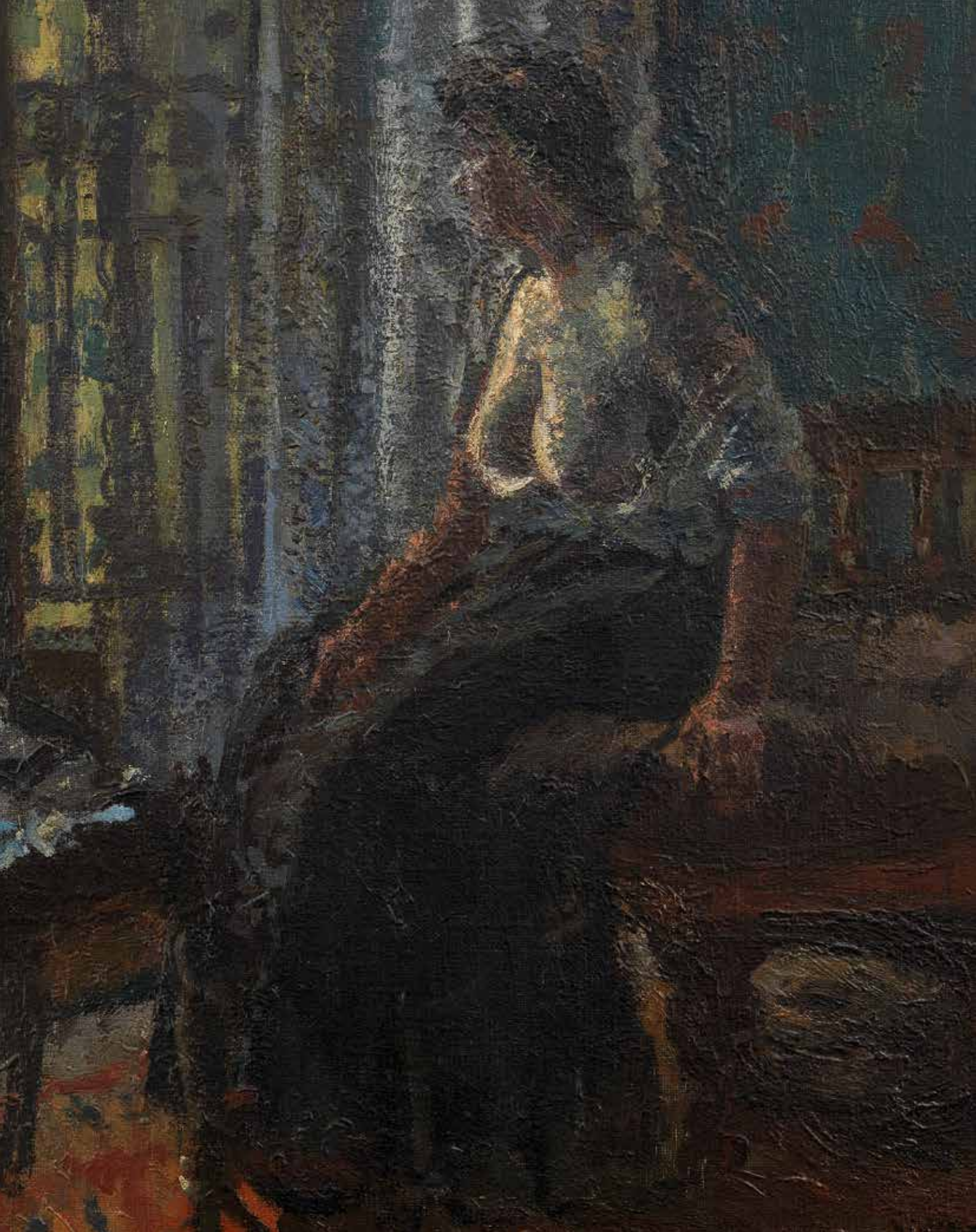
Paintings of nudes in north London lodgings – to many the quintessential Sickert - formed a significant part of the artist's vocabulary for less than a decade. On his return to London in 1905 after six years based in France, Sickert campaigned in print and on canvas to rid British art of its hypocritical puritanism. He refused to invent implausible situations to lend respectability to his nudes. On the contrary his exploitation of the *Camden Town Murder* title and his repeated use of ill-favoured models, have deliberately encouraged squalid, if ambiguous, interpretations of their subject.

Because of the relatively small number of nude subjects painted by Sickert between 1905 and 1914, each has special interest. The present painting has no narrative content. It is a celebration of the art of painting. The texture of the paint is succulent; the brushwork varies from little dots and dashes to broader more fluid patches and smears of opaque colour; although the overall tonality is dark, the colours are lively and diverse with rusty reds, sage greens, lilacs, pale blue and golden ochres among them. Sickert's model, a voluptuous beauty, is seated in his first floor studio at Mornington Crescent gazing out of the tall window so that the light falls obliquely onto her face and breasts. To Sickert, an erstwhile actor, his studios were stage settings. The items of furniture in his rented rooms were props which he used to establish the character of his interiors. In this painting Sickert banished

the bed and associated bedroom furniture. His model sits on the end of a wooden-framed leather-covered daybed; an oval-backed chair is set at an angle to the window; the dusty Venetian blind is ousted in favour of light net curtains; the woman is looking beyond the ironwork balcony to the sunlit dappled trees in Mornington Crescent gardens (replaced in 1926 by the Egyptian style building for the Carreras cigarette factory which survives to this day). The only survivor from his more sordid Mornington Crescent interiors is the chamber pot lurking under the daybed.

This painting has, since 1947, sometimes been mistakenly known as *Granby Street* where, from 1908 until 1914, Sickert had a studio. On its appearance at a Sotheby's sale in 1998, the catalogue tried to square the circle by stating that Mornington Crescent and Granby Street shared a corner. They don't. Moreover, Sickert's studio at no.6 was set within a terrace of houses. A fully-realised drawing of the figure in this painting (Whitworth Art Gallery, Manchester: Baron 2006, 353.1) is inscribed 'Mornington Crescent', an identification confirmed by the pattern of the ironwork on the balcony. The early ownership of this painting was particularly distinguished. Sickert gave it to his friend and disciple, the painter Sylvia Gosse. In due course it was acquired by his pupil and biographer Dr Robert Emmons.

We are grateful to Dr. Wendy Baron for compiling this catalogue entry.





54 AR

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

Olive Grove, Provence

signed 'John' (lower right)

oil on canvas

50.8 x 61 cm. (20 x 24 in.)

£7,000 - 10,000

€8,200 - 12,000

\$9,100 - 13,000

Provenance

With Arthur Tooth & Sons, London

Sale; Christie's, London, 22 February 1980, lot 72

Yonty Solomon, by whom bequeathed to the present owner

Private Collection, U.K.

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



55 AR

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

Green Fields in Gloucestershire
signed with monogram (lower left)
oil on canvas
61.1 x 91.4 cm. (24 x 36 in.)

£8,000 - 12,000

€9,300 - 14,000

\$10,000 - 16,000

Provenance

Acquired from the Royal Academy on 1 May 1965 by the family of the present owner
Private Collection, U.K.

Exhibited

London, Royal Academy, *Summer Exhibition*, 1965, cat.no.297

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

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

56 AR

ELIOT HODGKIN (1905-1987)

The Tower of London from Mark Brown's Wharf signed and dated 'Eliot/Hodgkin 46.' (lower left); further signed and inscribed 'The Tower of London/from Mark Brown's Wharf/painted in egg Tempera/by Eliot Hodgkin' (on a label attached verso) tempera on board
31.9 x 48.3 cm. (12 1/2 x 19 in.)

£10,000 - 15,000

€12,000 - 18,000

\$13,000 - 20,000

Provenance

Sidney Rogerson
Their sale; Christie's, London, 10 March 1972, lot 47, where acquired by The Fine Art Society, London
Private Collection, U.K.

Exhibited

London, The R.W.S Galleries, *An Exhibition of Tempera Painting*, 13 May - 4 June 1946, no.42

The present work, painted shortly after the end of the War, celebrates one of London's finest landmarks and demonstrates the artist's passionate interest in architecture. After having witnessed so much devastation during the conflict and illustrated several bomb sites, including those around the iconic St Paul's Cathedral, there must have been a sense of relief in turning to those that had remained intact and were now secure. *The Tower of London from Mark Brown's Wharf* demonstrates Hodgkin's skill at precision painting in tempera and ability to capture the essence of a building's integrity. At the same time the contrasting and intriguing foreground of the composition with its twisted pipes and discarded banana skins, hints at both the artist's interest in Surrealism and command of still life.

We are grateful to Mark Hodgkin for his assistance in cataloguing this lot. He is currently preparing the forthcoming catalogue raisonné of the artist's work and would like to hear from owners of any work by the artist so that these can be included in this comprehensive catalogue. Please write to Mark Hodgkin, c/o Bonhams, Modern British Art Department, 101 New Bond Street, London, W1S 1SR, or: britart@bonhams.com



57 * AR

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

Standing Group (Maquette for The Dorset Martyrs)

signed and numbered 'Frink 7/8' (on the base)

bronze with a brown patina

32.5 cm. (12 3/4 in.) high

Conceived in 1983

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

With Waddington Galleries, London

With Chesil Gallery, Dorset, 1991, where purchased by

Private Collection, U.S.A.

Exhibited

London, Mumford Fine Arts, *Art: Is Why I Get Up In The Morning*, 2006

(another cast)

London, Beaux Arts, *Frink*, 7 June-8 July 2006 (another cast)

Literature

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

Salisbury, 1984, p.197, cat.no.277 (ill.b&w., another cast)

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

Sculpture 1947-93, Lund Humphries, London, 2013, p.159, cat.

no.FCR315 (col.ill, another cast)

The present work is a maquette for the monumental *Memorial to The Dorset Martyrs* and was commissioned by the Dorset County Museum with funding from the Arts Council 'Art for Public Places Scheme'. The memorial can be found on Gallows Hill in Dorchester on the site of the gallows where Catholics were persecuted and hung for their beliefs in the 16th and 17th century, a subject that for Frink, as a convent-educated Catholic living in Dorset, was very close to her heart.

'These figures have a political element, because I am preoccupied with the human rights situation in the world... and this preoccupation feeds itself or finds expression in my mankind sculpture'. (The Artist discussing *Dorset Martyrs* in *Annette Ratuszniak (ed.), Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.169).





58 AR

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

Soldier

signed and numbered 'Frink 2/8' (on the base)

bronze with a brown patina

34.3 cm. (13 1/2 in.) high

Conceived in 1974

£18,000 - 25,000

€21,000 - 29,000

\$24,000 - 33,000

Provenance

With Beaux Arts, London, where acquired by the present owner
Private Collection, U.K.

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*, Salisbury, 1984, p.182, cat.no.212, (ill.b&w., another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.126, cat. no.FCR240 (ill.b&w, another cast)



59 AR

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

Running Man III

signed and numbered 'Frink 1/8' (on the base)

bronze with a brown patina

38 cm. (15 in.) high

Conceived in 1976

£25,000 - 35,000

€29,000 - 41,000

\$33,000 - 46,000

Provenance

Yonty Solomon, by whom bequeathed to the present owner
Private Collection, U.K.

Exhibited

London, Waddington Galleries, *Elisabeth Frink: Recent Sculpture*, 30
November-22 December 1976 (another cast)

Literature

Jill Willder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*,
Salisbury, 1984, pp.184-5, cat.no.225 (ill.b&w., another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of
Sculpture 1947-93*, Lund Humphries, London, 2013, p.131, cat.
no.FCR254 (ill.b&w., another cast)

60 AR

LEON UNDERWOOD (1890-1975)

The Dance of Salome (Dancer)
signed with initials and dated 'LU XXIV' (lower right)
marble in relief, part painted
41.5 cm. (16 3/8 in.) high (excluding the wooden base)
Carved in 1922 as a white marble relief then part painted,
signed and dated in 1924 after the Alpine Club Gallery exhibition
Unique

£20,000 - 30,000
€23,000 - 35,000
\$26,000 - 39,000

Provenance

The Artist
Thence by family descent
Private Collection, U.K.

Exhibited

London, Alpine Club Gallery, *Paintings, Drawings and Sculpture by Leon Underwood, Ralph N. Chubb, Olive Snell*, 8-31 May 1924, cat.no.98
London, New Art Centre, *Leon Underwood and 12 Girdlers Road*, 23 November-24 December 1976
Chichester, Pallant House Gallery, *Leon Underwood: Figure and Rhythm*, 7 March-14 June 2015

Literature

Christopher Neve, *Leon Underwood*, Thames and Hudson, London, 1974, p.82 (ill.b&w.) as *Female Figure, 1922*
Ben Whitworth, *The Sculpture of Leon Underwood*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & Hampshire, 2000, p.123, cat.no.20 (ill.b&w.)
Simon Martin, *Leon Underwood: Figure and Rhythm*, Pallant House Gallery, Chichester, 2015, front cover, pp.80-2 (col.ill)

In the New Testament Salome, whilst not directly referenced, is considered the daughter of Herodias who bore a grudge against John the Baptist for stating that Herod's marriage to her was unlawful. Salome danced for Herod on the occasion of his birthday and as a result was able to obtain the head of John as a gift for her mother. Through the ages she has been commonly depicted as the personification of the lascivious woman, a temptress who lures men away from salvation. The story appealed greatly to painters and notable representations have been completed by Masters such as Lucas Cranach the Elder, Titian, Caravaggio and Guido Reni amongst others. Oscar Wilde created a Symbolist play based on the story of Salome, which was banned in London in 1892 and then made into a 1923 silent film of the same title and starring Alla Nazimova.

Whilst difficult to determine exactly, Leon Underwood was carving in 1919 and 1920, using pebbles that had been picked up on the beaches whilst on holiday. Influenced by the likes of Brancusi and Gaudier-Brzeska, Underwood graduated to marble with *Hunter and Dog* (1921-2) slavishly faithful to the latter's *Wrestlers* (1914, Tate Gallery) and sadly now destroyed. *The Dance of Salome (Dancer)* is carved in relief and is typically shallow as was the artist's preference, reflecting his continuing exploration of illusory depth in painting and print-making. Salome is voluptuously presented at three-quarter length, her twisted and contorted body emerging from the marble with a tremendous sense of movement for such a shallow carving.

The Dance of Salome (Dancer) was exhibited at one of Leon Underwood's first exhibitions at the Alpine Club Gallery in 1924 and was partly painted shortly after this. Illustrated as the front cover to the artist's retrospective exhibition at Pallant House Gallery in 2015, it is one of only a small handful of sculptures from the 1920s by him to appear on the open market and indeed the only in marble.



Girl with a Comb in her Hair

Eric Gill A. R. A. (1882 - 1940)





Eric Gill in his Studio

61

ERIC GILL A.R.A. (1882-1940)

Girl with a Comb in her Hair

Caen stone

41.5 cm. (16 3/8 in.) high

Carved in 1928

Unique

£200,000 - 300,000

€230,000 - 350,000

\$260,000 - 390,000

Provenance:

The Artist

Gifted by the grandfather of the present owner, Sir Walter Newman Flower, to his son Desmond Flower, on the occasion of his 21st birthday in 1928

Thence by family descent

Private Collection, U.K.

Literature

Robert Speaight, *The Life of Eric Gill*, Methuen & Co Ltd., London, 1966, p.231





Sir Walter Newman Flower



Flower bookplate by Eric Gill



Desmond Flower

Girl with a Comb in her Hair was a commission from Desmond Flower's father, Sir Walter Newman Flower, for Desmond's 21st birthday on 25 August 1928. Sir Walter was probably the greatest book publisher in England, who transformed the fortunes of the London publishing house Cassell and Co., joining it in 1906 and becoming its proprietor in 1927. He knew Gill, and at this time was preparing to publish Gill's first volume of essays, entitled *Art Nonsense*. Desmond Flower was also aware of Gill's work, not only through his father but through Douglas Cleverdon, a bookseller friend in Bristol. Owning some of Gill's illustrated books which he had bought from Cleverdon, Desmond asked his father for a sculpture by Gill as his birthday present, and *Girl with a Comb in her Hair* was the result.

It is listed as Job 1050 in Gill's workbook, and is made from Caen stone. During February and March 1928 Gill had carved two stone sculptures of female figures, *Headdress* and *Susan*, in which he gave prominence to their abundant flowing hair. He continued this theme in *Girl with a Comb in her Hair*, which he executed in five days in August 1928. Gill carved this striking sculpture in his workshop at Capel-y-ffin, a remote hamlet in the Black Mountains in Wales. His workshop was a small space, and may have played a part in determining the inventive twisted pose of this half-length figure.

It is likely that Sir Walter left Gill to choose the subject matter for the sculpture, and it is not surprising that Gill settled on an example of the nude woman with luxuriant hair theme that was occupying him during

most of 1928. However, the pose of the figure is unusual, with one hand positioned in her wavy hair, drawing attention to the decorative comb that sits atop, like a small tiara. The open palm of other hand rests as though ready to receive something, or to greet someone.

The nude figure *Headdress* that preceded *Girl with a Comb in her Hair* was bought by the architect friend of Gill, Sir Edward Maufe, who had a turntable made for the sculpture so that he could vary her orientation and view the figure from several different angles. *Girl with a Comb in her Hair* requires the viewer to walk all around her, in order to appreciate the rich complexity of the composition. Her pose is both compressed and expansive, with head, arms and torso angled in different directions, creating their own kind of contrapposto.

When Desmond Flower received the sculpture from his father, he was studying at Kings College, Cambridge. He then followed his father into the publishing business, beginning work at La Belle Sauvage, the old coaching inn that served as Cassells premises in Ludgate Hill, London, on 1 January 1930. He met with Gill on 2 February 1930, and had to tell him that his beautiful sculpture had been slightly damaged on the edge of the comb when his possessions were moved from his Cambridge lodgings. Desmond Flower remembered that Gill told him to bring the piece to his studio at High Wycombe, where Gill effected a minor repair, 'so began my friendship with that great artist.'

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





62 AR

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

Lying Down Horse

signed and dated 'Frink 77' (lower right)

pencil and watercolour

57.2 x 78.9 cm. (22.5 x 31 1/8 in.)

£12,000 - 18,000

€14,000 - 21,000

\$16,000 - 24,000

Provenance

With Waddington Galleries, London, where acquired by the

present owner

Private Collection, U.K.



63 AR

LOUIS LE BROCQUY H.R.H.A. (1916-2012)

Being (W1430)

signed and dated 'LE BROCQUY 98' (lower right); further signed, inscribed and dated again 'W 1430/BEING/WATERCOLOUR/LE BROCQUY '98' (verso)

watercolour

61 x 46 (24 x 18 in.)

£8,000 - 12,000

€9,300 - 14,000

\$10,000 - 16,000

Provenance

With The Taylor Gallery, Belfast

We are grateful to Pierre le Brocquy for his assistance in cataloguing this lot.

64 AR

LOUIS LE BROCQUY H.R.H.A. (1916-2012)

Kennedy Trilogy

variously signed, inscribed and dated 'TRILOGY, NOVEMBER 1963/PANEL 1:/Reflection on mourning/LE BROCQUY/November 1963' (verso of panel 1); 'TRILOGY, NOVEMBER 1963/PANEL NO.2:/Central thought/LOUIS LE BROCQUY/NOV.1963' (verso of panel 2) and 'TRILOGY, NOVEMBER 1963/PANEL 3:/Reflection on grief/LE BROCQUY '63 November' (verso of panel 3)
oil on three canvases framed as one
40.6 x 80.3 cm. (16 x 31 5/8 in.) (overall)

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

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

1963 was a tumultuous year for le Brocquy that saw the birth of his son Pierre in August and culminated in him destroying almost an entire years work in December, some forty three paintings (with the present exception). In spite of successful exhibitions at Gimpel Fils in 1961 and The Dawson Gallery in 1962, le Brocquy felt frustrated with his work but this temporary crisis would become instrumental in leading on to the successful 'Head' series which was to preoccupy him for the next four decades.

In the preface to the former exhibition catalogue, Sir Herbert Read wrote of le Brocquy that 'he is a painter of the inner world of feeling', a sentiment that is clear in *Kennedy Trilogy*. The U.S. President was assassinated on 23 November 1963 sending shockwaves around the

world, and especially in Ireland where he had visited only five months prior. The present work is divided into three physical sections each representing a different emotional response to the event. Looking from left to right, the first panel is a reflection on mourning and rendered in solemn hues of grey, the figure is still, with the face only partially visible giving the impression of being hooded. The middle panel, a central thought on assassination, uses le Brocquy's more recognisable palette of whites to present the viewer with an ethereal, crumpled form before the process ends in the right panel, this figure is wide eyed and open mouthed in sorrow and is rendered in deep reds and maroons, perhaps a reference to the First Lady, Jackie, who was present at the assassination of her husband. As with all of le Brocquy's 'Presences' the figures emerge from the picture plane, the artist more concerned with conveying spirit and that same 'feeling' Read cited, than actual representation.

Louis le Brocquy's artistic achievement spanned a lifetime and his work has been and continues to be venerated by connoisseurs, collectors and critics alike. One of Ireland's finest painters, his pictures are justifiably applauded on an international level and he remains one of the few Irish artists to have commanded seven figure sums on the open market.

We are grateful to Pierre le Brocquy for his assistance in cataloguing this lot.





65 AR

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

Outhouses: Ballyhalbert, No. 3

signed 'Colin M' (lower left) and further signed, titled and dated
'OUTHUSES: BALLYHALBERT/Colin M/December 1944' (verso)

oil on canvas

27.9 x 32.8 cm. (11 x 13 in.)

£6,000 - 10,000

€7,000 - 12,000

\$7,800 - 13,000

Provenance

Private Collection, Northern Ireland

Exhibited

Committee for the Encouragement of Music and the Arts, Northern
Ireland, *An Exhibition of Recent Works by Colin Middleton*, 1945-46,
cat.no.19

Probably Dublin, Victor Waddington Gallery, *Colin Middleton: Paintings
1942-49*, February-March 1949

Ballyhalbert is a small village in Co. Down, Northern Ireland.

We are grateful to Dickon Hall for his assistance in cataloguing this
and the following two lots.



66 * AR

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

Midsummer

signed 'Colin M' (lower left); further signed, titled and dated

'Midsummer./1953./Colin M' (verso)

oil on canvas

25.4 x 35.6 cm (10 x 14 in)

Painted in 1953

£8,000 - 12,000

€9,300 - 14,000

\$10,000 - 16,000

Provenance

With Arthur Tooth & Sons, Ltd., London, from whom acquired by

The 9th Duke of Portland

Thence by descent to the present owner

Private Collection, U.S.A.

Exhibited

London, Arthur Tooth & Sons, Ltd, *Colin Middleton, Daniel O'Neill,*

Recent Paintings, 4-29 May 1954, cat.no.1

67 AR

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

November Evening, Bangor Pier
signed 'Colin M' (lower right); further signed, inscribed and dated
'BANGOR/1955/Colin M' (verso)
oil on canvas
51 x 61 cm. (20 x 24 in.)

£12,000 - 18,000

€14,000 - 21,000

\$16,000 - 24,000

Provenance

With Eakin Gallery, Belfast, where acquired by the present owner, 27
April 1998
Private Collection, Northern Ireland

Colin Middleton is something of an art historical chameleon with an infamous lack of a 'signature' look. He worked in a wide variety of styles – from surrealist to expressionist to cubist to impressionist – with broad influences, ranging from the Flemish Masters to Paul Klee to Vincent van Gogh. He used these styles indiscriminately and moved back and forth between them over the years and even decades, as the circumstances of his life or environment suggested them.

The artist had no regard for time in his work and ruthlessly eliminated any contemporary references to create what was essential, what was enduring – the landscape and the people of his beloved Ulster, as in the present work. *November Evening, Bangor Pier* was painted in 1955 but the scene depicted could be anytime – 1920s or 2019. Showing a quayside in winter, three huddled figures are making their way silently and a single streetlight illuminates the dusk that will soon turn to night but for now, casts pink, purple, orange and blue hues over the Irish Sea.





68 AR

LOUIS LE BROCCQUY H.R.H.A. (1916-2012)

Citrus Fruit

signed 'LE BROCCQUY' (upper left)

oil on board

25.5 x 18 cm. (10 x 7 in.)

Painted in 1958

£7,000 - 10,000

€8,200 - 12,000

\$9,100 - 13,000

Provenance

With Gimpel Fils, London, where acquired by the present owner,

1 June 2005

Private Collection, Northern Ireland

Discussing Louis' preoccupation with still-life, Dorothy Walker observed: 'These, again, consisted of single images, a single lemon, a single orange, almost sculptural in their intense concentration on the small tight isolated form, what Jacques Dupin called "a slow coagulation of space". Rilke's line comes to mind: "There is utter darkness in the inside of an apple"; one could say that Louis le Brocqy's art brings that darkness out into the light without disrupting the form of the fruit, while simultaneously conveying its inner presence and presenting the fruit as a distilled presence of vivid colour, drawing into itself its knot of "quidditas".' (Dorothy Walker, *Louis le Brocqy*, Dublin: Ward River Press 1981, London: Hodder & Stoughton 1982, p.55).

We are grateful to Pierre le Brocqy for his assistance in cataloguing this lot.



69 AR

LOUIS LE BROCQUY H.R.H.A. (1916-2012)

Lieder eines fahrenden Gesellen

signed 'LE BROCQUY' (lower right); further signed and dated 'LE BROCQUY/1956' (on the canvas overlap) and titled 'LIEDER EINES FAHRENDEN GESELLEN' (on the stretcher)

oil on canvas

30.5 x 25.5 cm. (12 x 10 in.)

£10,000 - 15,000

€12,000 - 18,000

\$13,000 - 20,000

Provenance

With Gimpel Fils, London, where acquired by the present owner,

6 June 2000

Private Collection, Northern Ireland

Lieder eines fahrenden Gesellen (AKA *Ging heut' Morgen über's Feld*) came about after a revelatory tour of Spain in 1955. John Montague observed: 'Something happened to le Brocquy in the mid-fifties, a new feeling for painting, a draining away of formal inessentials to present the central image more directly ... The whole cycle (usually known as *Songs of a Wayfarer*) is about a heartbroken lover wandering through the summer fields. Le Brocquy uses the simplest means to suggest this counterpoint of sorrow and jubilation, dividing the canvas in two areas of light and shadow, with the central figure striding forward, despite the ridges of his coat or cloak. It is a minute but forceful image of survival, a Watteau-like tribute to nature, broken down to its contrasting elements' ('Primal Scream, The Later le Brocquy', *The Arts in Ireland*, Vol.2, No 1, Dublin, 1973, p.4).

We are grateful to Pierre le Brocquy for his assistance in cataloguing this lot.



70 AR

ROWAN GILLESPIE (BORN 1953)

Adam and Eve
signed, dated and numbered 'Rowan/1984/5/9' (back hip of the left
hand figure)

polished bronze on a slate base

83.9 cm. (33 in.) high (excluding the base)

£15,000 - 20,000

€18,000 - 23,000

\$20,000 - 26,000

Provenance

With Galerie Majke Hüsstege, Netherlands, 1984, where acquired by
the present owner
Private Collection, Netherlands

"As with much of my work from this era there is an undeniable
influence from Edvard Munch. *Adam and Eve* was originally created as
a wedding anniversary gift to my Norwegian wife - after ten years of
marriage the apple is well eaten yet the figures are united and looking
straight ahead." (Rowan Gillespie in conversation, March 2019).

We are grateful to the Artist for his assistance in cataloguing this lot.



71 AR TP

ROWAN GILLESPIE (BORN 1953)

Looking at the Moon
signed and dated 'Rowan Gillespie 1999' (on the right foot)
bronze with a green patina on a steel base
313.8 cm. (123 1/2 in.) high (excluding the base)
Unique

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

With Galerie Majke Hüsstege, Netherlands, 2000, where acquired by
the present owner
Private Collection, Netherlands

Exhibited

Dublin, Royal Hibernian Academy, *Annual Exhibition*, 1999

"This is one of several 'looking' sculptures, others include *Looking to Sea*, *Looking Together*, *Looking for Orion* and *Looking in Awe*. They are dreamers looking to the unknown" (Rowan Gillespie in conversation, March 2019).

We are grateful to the Artist for his assistance in cataloguing this lot.

72 AR

REG BUTLER (1913-1981)

Study for the Italian Girl, No 1
signed with monogram, numbered '5/8' and stamped with a Susse
foundry stamp (on the base)
bronze with a dark green patina
43 cm. (17 in.) wide
Conceived in 1960

£7,000 - 10,000

€8,200 - 12,000

\$9,100 - 13,000

Provenance

Yonty Solomon, by whom bequeathed to the present owner
Private Collection, U.K.

Exhibited

London, Hanover Gallery, *Reg Butler: Sculpture*, June-July 1960, cat.
no.12 (another cast)
New York, Pierre Matisse Gallery, *Reg Butler: Recent Sculpture: 1959-
1962*, 30 October-17 November 1962, cat.no.21 (another cast)
Kentucky, J.B. Speed Art Museum, *Reg Butler: A Retrospective
Exhibition*, 22 October-1 December 1963, cat.no.91 (another cast)

Literature

Margaret Garlake, *The Sculpture of Reg Butler*, The Henry Moore
Foundation in association with Lund Humphries, Much Hadham &
Hampshire, 2006, pp.67,158, cat.no.205 (ill.b&w., another cast)



73 AR

DENIS MITCHELL (1912-1993)

St Merryn

stamped with initials, inscribed and dated 'DAM/71/4/7/St. MERRYIN'
(under the base)

part polished bronze with a green patina on a slate base

34.3 cm. (13 1/2 in.) high (excluding base)

£10,000 - 15,000

€12,000 - 18,000

\$13,000 - 20,000

Provenance

The Artist, from whom acquired directly by

Private Collection, U.K.

Their sale; Bonhams, London, 18 November 2015, lot 89

With Godson & Coles, London, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Marjorie Parr Gallery, *Denis Mitchell: Recent Sculpture*, 7

October-30 October 1971 (another cast)

St Ives, Penwith Gallery (another cast)

Malta, National Museum, *Denis Mitchell, British Council Touring
Exhibition, 1973-1979*, cat.no.17 (ill.b&w, another cast); this exhibition
travelled to Cyprus, Greece, Yugoslavia, Malaysia, Indonesia, New
Zealand and Korea

St Ives, Wills Lane Gallery (another cast)

Oxford, Oxford Gallery, 1974 (another cast)

Bath, Festival Gallery, *Denis Mitchell*, April 1978, cat.no.28 (another
cast)

Swansea, Glynn Vivian Art Gallery, *Denis Mitchell*, 6 October-3

November 1979, cat.no.25 (ill.b&w, another cast)

Newlyn, Newlyn Art Gallery, *Denis Mitchell, Sculpture & Drawings*,
1-27 November, 1985, cat.no.26 (ill.b&w, another cast)

London, Crane Kalman, *Denis Mitchell*, 9 October-1 November 1986,
cat.no.6 (another cast)





John Craxton by Wolfgang Suschitzky
gelatin silver print, 1960, NPG P556
© The Estate of W.Suschitzky

‘ By the time of this sunlit *Five Goats* masterpiece, reinvigorated cubism has given way to a brilliantly linear painting method ’

– Ian Collins

74 AR

JOHN CRAXTON R.A. (1922-2009)

Five Goats

signed and dated 'Craxton 59' (lower right)

tempera and polyfilla on board

121.9 x 149.4 cm. (48 x 58 7/8 in.)

£100,000 - 150,000

€120,000 - 180,000

\$130,000 - 200,000

Provenance

The Artist

Yonty Solomon, by whom bequeathed to the present owner

Private Collection, U.K.

Exhibited

London, Whitechapel Art Gallery, *John Craxton: Paintings and Drawings 1941-1966*, January-February 1967, cat.no.81





In 1942, after a visit to Wales or Dorset, the 19-year-old John Craxton drew his first portrait of a goat. What was clearly a domesticated creature looked as docile as a lamb.

Four years later, finally freed from war-hit England, the artist found himself in Greece, where he had wanted to be all along. The first landscape picture he completed in his adopted homeland included a goat foraging on a fig tree. Many flocked in its wake as symbols of wilderness and wildness and what Craxton called “the persistence of myth in everyday existence”: livestock linking to the gods of ancient Greece (Pan and the goat that suckled Zeus).

Goats emerged or remained partly concealed within the angular geometry of Craxton’s early Aegean pictures, where the rugged and jagged nature of the rocky terrain was captured with a semi-cubist style. They added life and tension to each scene – for, as the artist said: “Goats are essential domestic animals in the Mediterranean and yet they destroy the landscape, nibbling away at the trees and devouring every green shoot.”

In his major 1948 picture *Pastoral for PW* (the arts patron Peter Watson), now in the Tate Gallery, a goatherd plays a flute to a bovine company, which Craxton imagined as very private portraits of his friends – much like Elgar’s *Enigma Variations*. He let on later that the most prominent goat was Lady “Peter” Norton, wife of the British Ambassador to Athens and another Craxton patron.

In *Four Figures in a Mountain Landscape* (1950-51; Bristol City Art Gallery), painted for the Festival of Britain, a quartet of goatherds is almost eclipsed by goats teeming from darkness into light - making their way for milking from the cave where they have been sheltered overnight.

By the time of this sunlit *Five Goats* masterpiece, reinvigorated cubism has given way to a brilliantly linear painting method which owes much to the antique art of Greece and most to Byzantine mosaics and frescoes. And the fig-eating goats have now consumed the entire composition.

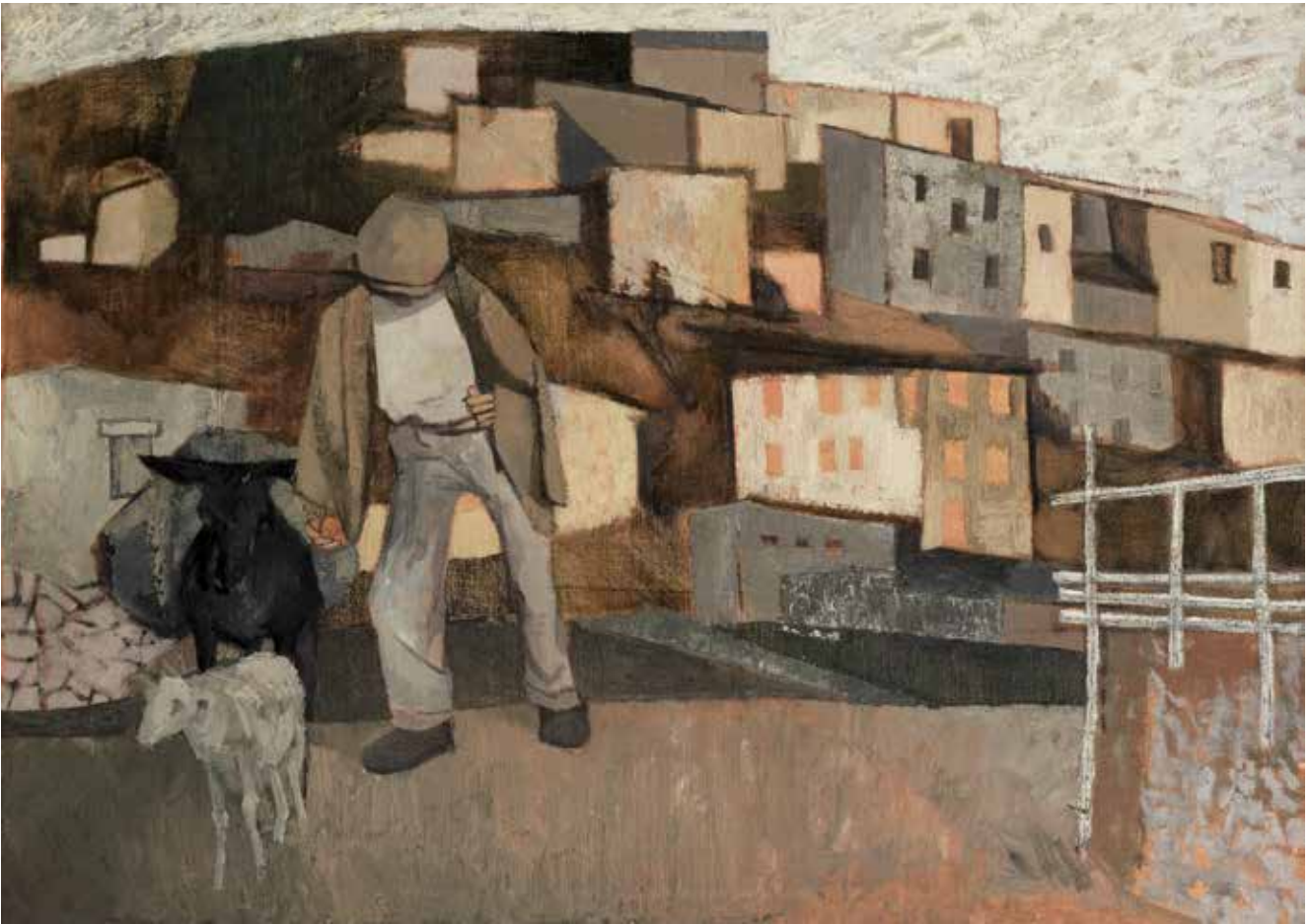
This painting may have been begun on the island of Hydra, where Craxton spent lengthy periods in the late 1950s living and working in the ancestral mansion of his closest Greek painter friend, Niko Ghika. But a lot of his imagery was derived from visits to wilder Crete, where he would settle in 1960.

Experimenting with materials in every picture, and always ready to work with whatever happened to be usefully to hand, Craxton has moved on from the oils of the early Greek pictures to his own versions of tempera. Form and volume have been fleshed out in this instance with the building repairer’s medium of Polyfilla, applied with a palette knife.

The given date of 1959 is deceptive. *Five Goats* was a highlight of Craxton’s January 1967 Whitechapel Art Gallery retrospective, whose catalogue dates it to 1959-66 – an image of great immediacy finally abandoned, apparently, when the exhibition deadline loomed. With life itself a work (and a party) in progress, the artist was reluctant to finish anything.

We are grateful to Ian Collins for compiling this catalogue entry.





75 * AR

DERRICK GREAVES (BORN 1927)

Man and Goats

oil on canvas

49.8 x 70.5 cm. (19 5/8 x 27 3/4 in.)

Painted circa 1953

£5,000 - 7,000

€5,800 - 8,200

\$6,500 - 9,100

Provenance

Private Collection until 2010

With James Hyman Gallery, London, where purchased

by the present owner

Private Collection, U.S.A.



76 * AR

DERRICK GREAVES (BORN 1927)

The Cart

signed and dated 'derrick Greaves 53' (upper right)

oil on canvas

152.2 x 68.5 cm. (59 5/8 x 27 in.)

£12,000 - 18,000

€14,000 - 21,000

\$16,000 - 24,000

Provenance

Helen Lessore O.B.E.

With Beaux Arts Gallery, London, 1953, where purchased by
Cambridgeshire County Council, until 2007 when deaccessioned

Sale; Christie's, South Kensington, 28 February 2007, lot 140

With James Hyman, London, 16 May 2012, where purchased

by the present owner

Private Collection, U.S.A.

Exhibited

London, Beaux Arts Gallery, *Derrick Greaves*, 12 November-9 December
1953

Literature

James Hyman, *From Kitchen Sink to Shangri-La*, Lund Humphries,
London, 2007, p.66 (ill.)

77 AR

IVON HITCHENS (1893-1979)

Crystal Era

signed and dated 'Hitchens/65' (lower right); further signed, titled and dated again 'Crystal Era 1965/by Ivon Hitchens' (on a label attached to the stretcher)

oil on canvas

50.8 x 117 cm. (20 x 46 in.)

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

Sale; Sotheby's, London, 11 November 1981, lot 379, where purchased by the present owner
Private Collection, U.K.

Exhibited

London, Rutland Gallery, *Ivon Hitchens - Landscape into Abstract*, 12 April - 10 May 1972, cat.no.35 (col.ill.)

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



78 AR

IVON HITCHENS (1893-1979)

Variations on a Theme, No. 6
signed 'Hitchens' (lower left) and indistinctly further signed and
inscribed (on a label attached to the stretcher)
oil on canvas
56 x 84 cm. (22 x 33 in.)
Painted in 1950

£50,000 - 70,000

€58,000 - 82,000

\$65,000 - 91,000

Provenance

Sale; Sotheby's, London, 13 December 1967, lot 162
Sale; Phillips, London, 10 November 1987, lot 110, where purchased
by the present owner
Private Collection, U.K.

Variations on a Theme, No. 6 is a rare and important example of
figure painting by Ivon Hitchens. It was not until the Leicester Galleries
mounted an exhibition of twenty-seven figurative pictures in 1950 that
this aspect of his *oeuvre* was properly brought to wider public attention
and due to the few examples that exist, it is not something that has
often been discussed.

Hitchens had always been interested in and keen to paint the human
form. As a student at the Royal Academy Schools there would have
been a strong emphasis on draughtsmanship and he would have
drawn from antique casts and live models. However, as he forged his
own career, a lack of money made the hiring of a professional model
difficult and his move to the Sussex countryside gave him unlimited
access to landscape. The twenty-seven paintings that were exhibited
at the Leicester Galleries, and the present work, came about due to a
unique and prolonged period Hitchens had with a professional model
in 1948 - he was given the opportunity and seized it.

Variations on a Theme, No. 6 has clear affinities with the figure painting
of Matisse and there can be little doubt he was a strong influence.
Colour was intrinsic to Hitchens' style throughout his career and the
present work showcases a confident variety of vibrant tones. The form
of the figure is composed through rhythmically placed patches of warm
yellows, oranges and reds, interspersed with cooler lilacs and greens
denoting shadow. The overall outline is formed by linear areas of white
primed canvas, which extend around the figure uniting her with the
kaleidoscopic surround.

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



‘ John Tunnard’s work has the same kind of architectural precision (as Ben Nicholson’s), but behind it is a warmth that is missing from Mondrian, and a depth that is lacking in Ben Nicholson ’

– Eric Newton, critic for *The Listener*, Alan Peat & Brian A. Whitton,
John Tunnard, His Life and Work, p.72

79 * AR

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

Painting No.1

signed and dated ‘John Tunnard/1939’ (lower left); further signed and titled ‘Painting/No 1/John Tunnard’ (verso)
tempera on gesso-prepared board
91.3 x 121.8 cm. (36 x 48 in.)

£80,000 - 120,000

€93,000 - 140,000

\$100,000 - 160,000

Provenance

Tunnard Estate, until 1988

With McRoberts and Tunnard Ltd., London

With Gillian Jason Gallery, London

Sale; Christie’s, London, *The Poetry of Crisis; The Peter Nahum Collection of British Surrealist and Avant-Garde Art 1930-1951*, 15 November 2006, lot 100, where acquired by the present owner Private Collection, U.S.A.

Exhibited

Cardiff, Arts Council of Great Britain, The National Museum of Wales, *British Art and the Modern Movement 1930-40*, 13 October-25 November 1962, cat.no.56

London, Marlborough Fine Art, *Art in Britain 1930-40 Centered around Axis Circle Unit One*, March-April 1965, p.85, cat.no.163 (ill.)

London, Royal Academy, *John Tunnard 1900-1971*, 5 March-11 April 1977, cat.no.19; this exhibition travelled to Cambridge, Kettle’s Yard, 14 May-7 June, Kettering, Kettering Art Gallery, 11 June-2 July, Manchester, Manchester City Art Gallery, 16 July-14 August,

Newcastle-upon-Tyne, Laing Art Gallery, 20 August-11 September and Penzance, Newlyn Art Gallery, 1-29 October 1977

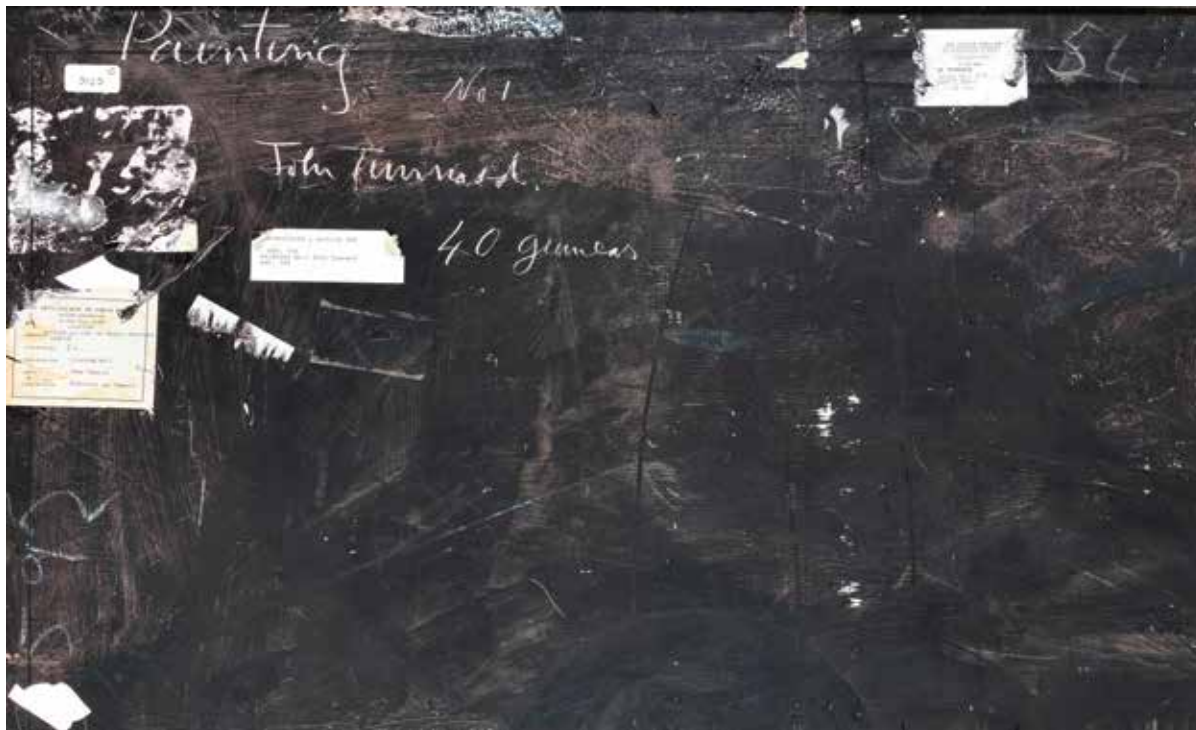
Swansea, Glynn Vivian Art Gallery, *Contrariwise: Surrealism and Britain 1930-1986*, 20 September-15 November 1986, p.45, cat.no.142 (ill.)

Aldeburgh, Peter Pears Gallery, *Festival Exhibition*, 9-24 June 2006, cat.no.14

Literature

Alan Peat & Brian Whitton, *John Tunnard His Life and Work*, Aldershot, 1997, p.150, cat.no.149 (ill.)





verso

In 1938 John Tunnard introduced himself to Peggy Guggenheim, the renowned collector who was running the Guggenheim Jeune Gallery, which would prove to be one of the most fortuitous meetings of his career. She was so impressed by his work and pitch that she offered him an exhibition on the spot and from there his reputation and success soared. In her autobiography, Peggy recalled 'One day a marvellous man in a highly elaborate tweed coat walked into the gallery. He looked like Groucho Marx. He was animated as a jazz-band leader; which he turned out to be. His colour was exquisite and his construction magnificent.' (Op.Cit., p.53).

The subsequent war years were a time of intense productivity with exhibitions not only at Guggenheim Jeune but also other esteemed galleries such as Lefevre, Redfern and Zwemmer, among others. As his artistic circle widened so too did admiration for his work, both publically and from his contemporaries, with Ivon Hitchens penning '...the pleasure given my wife and myself by various pictures of yours during the past few years – brought to a head yesterday at the R.A. private view when looking at your paintings there. They have the quality of life – that all paintings should have – but so much contemporary work hasn't got. May you go forward and prosper. Good luck...' (Op.Cit., p.60).

Outside of his British circle of fellow artists that included Henry Moore, Ben Nicholson and Julian Trevelyan among others, Tunnard was equally aware of the latest trends in European art, especially that of surrealism. His work has similarities to Yves Tanguy (1900-1955) and Max Ernst (1891-1976), the former of which also had a one-man show at Guggenheim Jeune Gallery one year after Tunnard's in 1939. The use of the straight white line attached to semi-geometrical forms was a feature of Ernst's work that is also prevalent in *Painting No. 1*.

The present work encapsulates John Tunnard's skill in assembling disparate forms together successfully to produce a unified composition and the end result is hypnotic. In *Painting No. 1*, the viewer is confronted with a series of frames within frames set calmly in an otherworldly landscape. Two organic forms, pierced and immediately reminiscent of Moore sculptures, sit apart on a dark horizon line. They are surrounded by floating shapes bearing a similarity to instruments, both musical and mechanical. Elements resembling tuning forks, set squares and rulers all overlap in this mystical arrangement. Tunnard loved music and often incorporated visual elements that would recall instruments such as strings, holes and pegs; indeed, the late 1930s into the 1940s has previously been coined his 'Fantastical musical instrument' period.

Painting No. 1 is painted using mixed media on an impressive, large-scale gesso base. This was a ground that Tunnard favoured and it enabled him to build up a highly complex 'fresco style' surface using tempera and scratching in. The invention of his working method often equalled that of his compositions and he was known to use compasses, sandpaper, glazes, spray-paint and even honey on occasion to achieve the effect he desired.

Painted on an impressive scale and enjoying distinguished provenance, *Painting No. 1* is Tunnard's most ambitious painting from the pre-war period but may be seen as a tour de force of his career as a whole, with the artist's title alone indicating its importance to him.



80 AR

ALAN REYNOLDS (1926-2014)

Dark Landscape

signed and dated 'Reynolds/56' (lower right); further signed, titled and dated again 'DARK LANDSCAPE/Reynolds/56' (verso)

oil on board

121.4 x 164.2 cm. (47 3/4 x 64 5/8 in.)

£40,000 - 60,000

€47,000 - 70,000

\$52,000 - 78,000

Provenance

With Redfern Gallery, London, 24 December 1965,

where purchased by Alistair McAlpine

With Abbott & Holder, London, where acquired by the present owner
Private Collection, U.K.

Having been awarded his first one-man exhibition in 1952 at London's Redfern Gallery, with similar such shows staged in both the subsequent two years, as well as several international group exhibitions across the same period and a solo show at New York's Durlacher Gallery, by the middle of the decade the young Alan Reynolds held the title of British Painting's 'golden boy'. Celebrated by both collectors and critics alike, sales of his structured English landscapes were voracious with notable acquisitions made by Alfred Barr for the Museum of Modern Art, New York, Sir Kenneth Clark for the National Gallery of South Australia, and Sir John Rothenstein for the Tate.

Riding the crest of this wave in March of 1956 Reynolds returned to the Redfern Gallery for an ambitious exhibition entitled *The Four Seasons*. Comprising of a large oil for each of Spring, Summer, Autumn and Winter alongside several gouaches, these works marked a development in his style. Whilst they retain the highly organized compositional approach indebted to Paul Klee, the handling is more naturalistic and the palette, naturally varying season to season, has a greater overall vibrancy. Again, the works were met with approval with the four large oils entering prestigious collections (Tate Gallery, The National Gallery of Victoria, The Fleischmann Collection Pittsburgh and The Richard Attenborough Collection).

Following *The Four Seasons*, Reynolds painted two further works in a similar vein; *Sunrise – The Hillside* (given by Reynolds to the critic Robert Melville) and the present example *Dark Landscape* (which is the largest picture hitherto mentioned). Each oil depicts the same hillside topped with a duo of copses beyond a cultivated field with a stem compositionally uniting land and sky. *Sunrise – The Hillside* shows the moments after dawn break, whilst *Dark Landscape* displays the land cloaked under night. This is Reynolds at his most neo-romantic, utterly Palmaresque, they are paintings of an almost biblical foreboding. Yet they remain rigorously designed. The horizon line is set precisely a quarter of the way up the composition, whilst the vertical stem is precisely a quarter of the way in (a mathematical underpinning which was to become increasingly important to Reynolds). The diagonal created by the intersection of these two lines and the lower right-hand corner is echoed by the diagonal positioning of the seed husk. These diagonals point, to entice the viewer's gaze, deep into the core of the brooding scene. *Dark Landscape* and its counterpoint work represent the crescendo of Reynolds's representational phase. The following year his output formed mainly botanical watercolours and gouaches, before his departure into abstraction at the end of the decade.



81 AR

ALAN REYNOLDS (1926-2014)

Forms Black White and Grey
signed 'Reynolds' (lower right)

oil on board

100.8 x 97.5 cm. (39 5/8 x 38 3/8 in.)

£20,000 - 30,000

€23,000 - 35,000

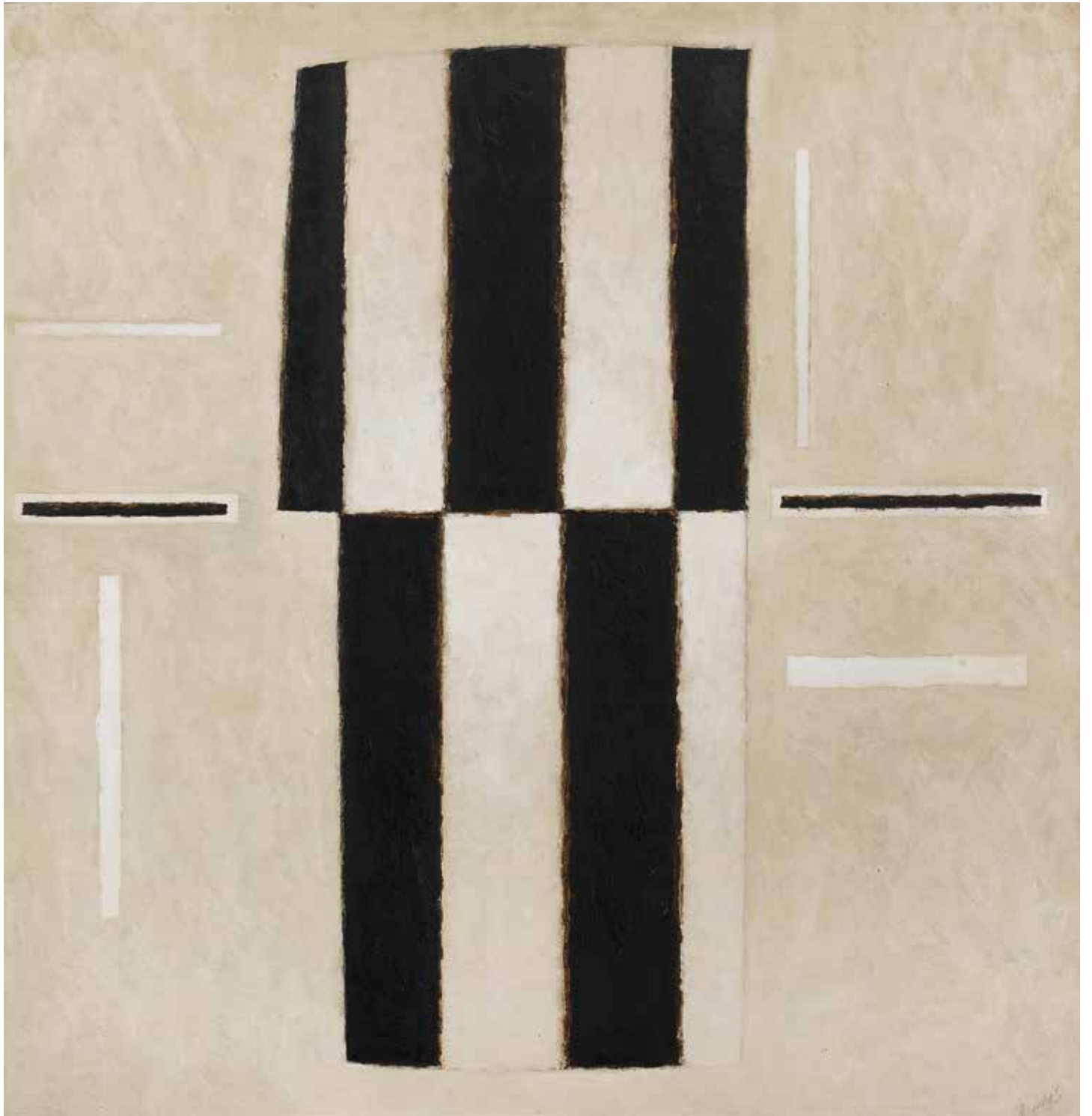
\$26,000 - 39,000

Provenance

With Abbott & Holder, *circa* 1965, where acquired
by the present owner
Private Collection, U.K.

In the final years of the 1950s Alan Reynold's practice transitioned from depictive to abstracted landscape motifs. Then in the first few years of the 1960s the transition completed to fully 'concrete' abstraction, with all lingering tangible references to landscape abandoned. He then embarked on a series which he latterly referred to as 'Ovoids', to which the present example belongs.

'In 1962 [Alan Reynolds] introduced an oval format into his paintings. The oval, of course, goes back in twentieth-century art to Braque and Picasso in 1910-14, and Mondrian made it his own from 1912-13. [Reynolds] will also have known Victor Pasmore's experiments with the oval from his exhibitions at the Redfern in the early '50s, and those of Kenneth Martin, Adrian Heath and other more or less constructive artists. For the Cubists, the oval had been a means of encapsulating and concentrating the almost sculptural image of the figure or still life, of helping the integration of space and solid, and of not allowing the composition to dissipate towards the corners. Braque talked of it enabling him to 'rediscover the sense of the horizontal and vertical'. It began to break the convention of the rectangular picture as a window beyond, and Picasso had wrapped rope around one of his ovals as if to assert its self-containedness as an object belonging to the work itself. More recently Pasmore had taken that process further by packing his ovals with interlocking compositions which admitted no space, and which Alastair Grieve had likened to shields' (Michael Harrison, *Alan Reynolds*, Lund Humphries, Farnham, 2011, p.61).



82 AR

WILLIAM GEAR R.A. (1915-1997)

Painting

signed, titled and dated 'Gear/PAINTING/OCT '55' (verso)

oil on canvas

61.3 x 91.8 cm. (24 1/8 x 36 1/8 in.)

£12,000 - 18,000

€14,000 - 21,000

\$16,000 - 24,000

Provenance

With Abbott & Holder, *circa* 1968, where acquired by the present owner Private Collection, U.K.

On the 21st February 1952, an exhibition by Paris based Russian painter Nicolas de Staël (1914-1955) opened at the Matthiesen Gallery, London to resounding critical acclaim. This exhibition, along with 'Ecole de Paris 1900-50' at the Royal Academy, dramatically proclaimed the arrival of contemporary French art to London. The de Staël exhibition especially had a major impact on many contemporary British artists including Roger Hilton, Patrick Heron, Terry Frost, Adrian Heath and Keith Vaughan, and proliferated the introduction of thickly applied *tachist* strokes in British art from the mid to late 1950s.

Having lived and worked in Paris between 1947 and 1950, William Gear was already familiar with de Staël's work, considering him one of the most vital artists of the day. Indeed, the two painters became acquaintances, exchanging studio visits and letters, with Gear advising de Staël regarding the staging of the Matthiesen exhibition. Gear's paintings of the late 1940s display some influence from de Staël in their construct and vibrancy. However, it is only following the shock of de Staël's suicide in March of 1955, that Gear's painting unabashedly celebrates his friend. As with the present prime example, in these works formal blocks of thickly applied paint mask touches of light (here cobalt, lemon and emerald) which shimmer through the gaps between forms of otherwise sombre tones.





‘ The conversion of Victor Pasmore to abstract art was one of the most dramatic events in post-war British art.’

– Ronald Alley, Tate Gallery catalogue

83 AR

VICTOR PASMORE R.A. (1908-1998)

Abstract in White, Black and Ochre
signed with initials and dated ‘V.P. 1952’ (lower right)
painted wood construction
64.2 x 73.6 cm. (25 1/4 x 29 in.) (including the artist’s
painted box frame)
Constructed between 1951-3

£70,000 - 100,000

€82,000 - 120,000

\$91,000 - 130,000

Provenance

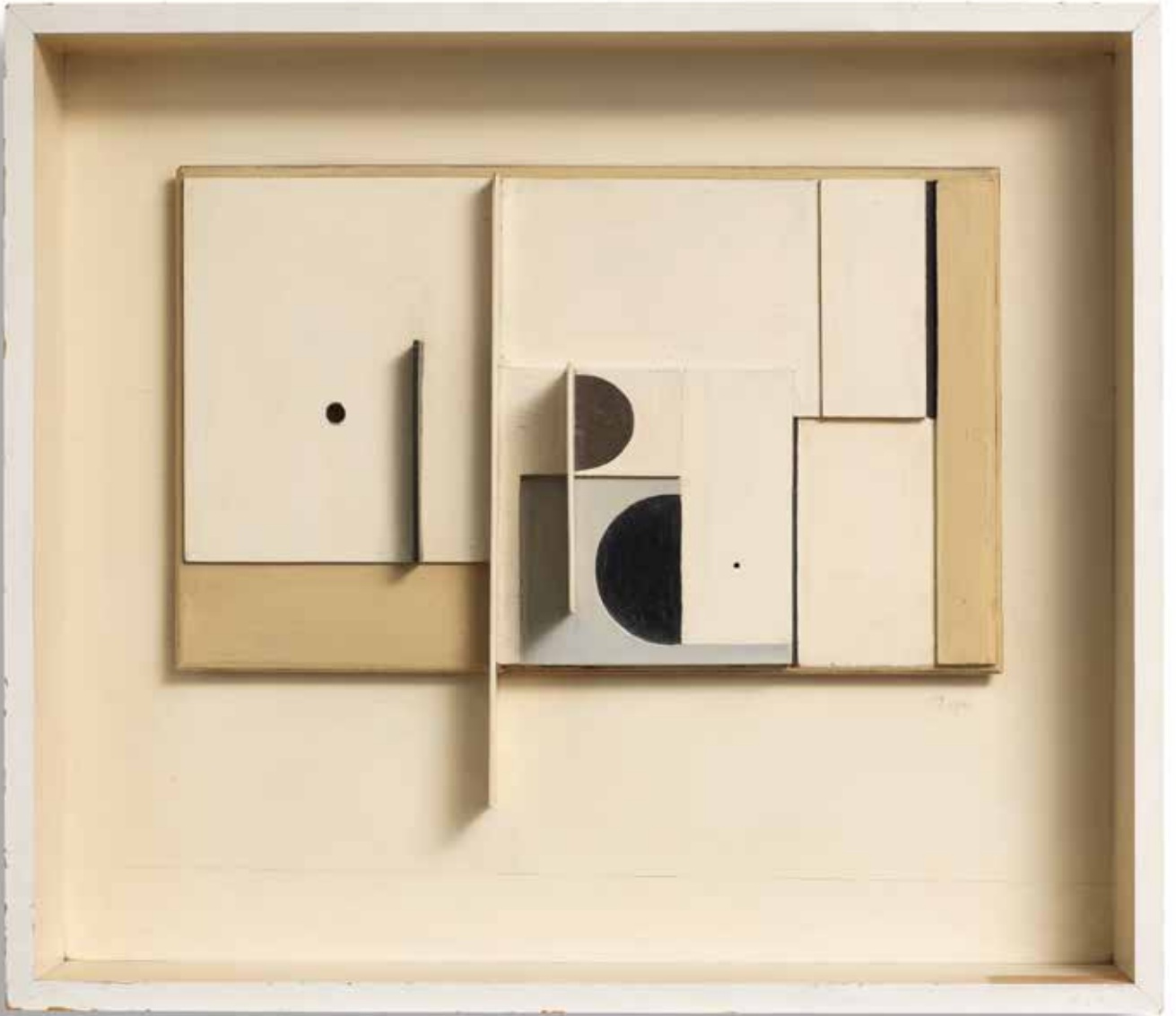
The Artist, by whom gifted to his father
Dr Edwin Stephen Pasmore, thence by family descent
Private Collection, U.K.

Exhibited

London, I.C.A., *Victor Pasmore: Paintings and Constructions 1944-1954*, March-May 1954, cat.no.30
Bath, Victoria Art Gallery, Arts Council of Great Britain, *Three Masters of Modern British Painting: Sir Mathew Smith, Victor Pasmore, Francis Bacon*, 1958, cat.no.36; this exhibition travelled to Carlisle, Carlisle Art Gallery, Shrewsbury, Shrewsbury Art Gallery, Bournemouth, Bournemouth College of Art, Manchester, Manchester City Art Gallery, and Cheltenham, Cheltenham Art Gallery
London, Drian Gallery, *Sixth Annual January Exhibition*, January 1962
Hanover, Kestner-Gesellschaft, *Victor Pasmore*, May-June 1962, cat.no.15
London, Tate Gallery, *Victor Pasmore: Retrospective Exhibition 1925-65*, 14 May-27 June 1965, cat.no.109 (as *Painted Relief in White, Black and Ochre*)

Literature

Alan Bowness and Luigi Lambertini, *Victor Pasmore: A Catalogue Raisonné of Paintings, Constructions and Graphics 1926-79*, Thames & Hudson, London, 1980, cat.no.177 (ill.b&w.)





Ben Nicholson O.M. (1894-1982), 1941 (Painted Relief), Private Collection
 © Angela Verren Taunt. All rights reserved, DACS 2019

‘ He believed that painting, being limited to two dimensions, could only represent space illusionistically and that abstract art needed to create an organic spatial relationship by developing into actual dimensions.’

– Ronald Alley, Tate Gallery catalogue

Only a handful of purely abstract works by Victor Pasmore dating from the first half of the 1950s have appeared at auction over the past thirty or so years. They are incredibly rare. *Abstract in White, Black & Ochre* (1951-3) was gifted by the artist to his father and has remained in the family collection ever since. This is testament to just how highly Pasmore regarded the importance of the present lot in his rapid transition to one of the leading British post-war abstract artists at the beginning of the 1950s. It is accompanied with an impressive exhibition history and was included in Pasmore’s major Tate retrospective in 1965.

Like Ben Nicholson (who was fourteen years his senior) during the early 1920s, Pasmore had flirted with abstraction at a specific moment in the early 1930s before he founded the Euston Road School. He joined the London Artists’ Association in 1933, the same year Nicholson painted his seminal abstract work, 1933 (*painting – milk and plain chocolate*), and with Sir William Coldstream (see lot 6) and Claude Rogers participated in Zwemmer Gallery’s notable 1934 show, *Objective Abstractions*. Only, Pasmore’s contribution to the exhibition was not abstract but instead showed the influence of the Fauves and Cubists; Matisse and Picasso being the sources of his early inspiration. Unfortunately, the handful of abstract works Pasmore produced following the show, partly guided by Ben Nicholson’s new avant-garde approach to his painting, were destroyed by him. As the decade wore on and Pasmore established his teaching, first at Fitzroy Street then Euston Road, pupils were directed to the naturalistic aesthetic of Degas, Cézanne, Sickert and Bonnard. Up until the mid-1940s this is the direction Pasmore’s painting travelled in, but as the war drew to an end, experimentation began to re-appear. His Hammersmith paintings of the late 1940s show evidence of his interest in Seurat’s Pointillism and Cézanne’s later work with the use of multiple perspectives. Despite this, Pasmore felt unconvinced with his progress, and Ronald Alley in his introduction to Tate’s retrospective exhibition describes the change which then occurred:

‘Therefore, in 1948 he decided to make a fresh start with abstract art and to explore all its possibilities in a completely scientific way, finding out what happened when one started with a square or a spiral or so on. He read the writings of Kandinsky, Mondrian, Arp and the other leading abstract artists, just as he had previously read those by the post-impressionists, and even made a compilation *Abstract Art: Comments by some Artists and Critics*, which was privately printed

at the Camberwell School of Art in 1949. Knowledge of the post-war Parisian and American abstract movements had not reached England at the time and Pasmore’s development was completely independent of them.’ (Ronald Alley, *Victor Pasmore, Retrospective exhibition 1925-65*, Tate Publishing, 1965).

To begin with, Pasmore’s abstraction involved collages and two-dimensional paintings, but by 1951 the first constructed reliefs began to appear and were exhibited at Fitzroy Street in March 1952 and Redfern Gallery in May of the same year. Many of these were sadly destroyed by the artist, which makes *Abstract in White, Black & Ochre* among the earliest surviving constructions from this seminal period in Pasmore’s career. They were partly informed by the writing of the American abstract artist Charles Biederman (1906-2004) in his book *Art as the Evolution of Visual Knowledge* (1948) in which he argued traditional painting was moribund and that the future lay in reliefs. But Pasmore was also aware of Ben Nicholson’s groundbreaking work on his white reliefs of the 1930s and those later coloured reliefs during the war, having visited both him and Barbara Hepworth in St. Ives. Indeed, Pasmore’s chosen palette and orthogonal design for *Abstract in White, Black & Ochre* has a remarkable affinity to a major war-time work of Ben Nicholson’s, *Painted Relief 1941* which had entered the esteemed private collection of Cyril S. Reddihough by 1948. There are of course significant differences, also; Nicholson’s board has likely been carved from a single piece, whereas Pasmore’s construction has been built up using individual sections added onto a base panel. Then, there are the all-important vertical black and cream-coloured projections which when viewed head-on are almost wafer thin. As the spectator moves from one side of the work to the other, however, the third dimension comes into play and lifts the work into an object of rich complexity and depth.

Contemporaneous photographs of Pasmore’s constructions at Redfern Gallery in May 1952 do exist. A number also incorporate sheets of machine-made, mass produced materials such as aluminium and perspex, as Pasmore enjoyed experimenting with the effects of their transparency and reflections. When looking at these surviving photographs and other Pasmore reliefs from the 1951-4 period it becomes evident that *Abstract in White, Black and Ochre* is among the most ambitious, complex and stimulating examples from this pioneering moment in the artist’s development.





84 AR

PAUL FEILER (1918-2013)

Janicon LIII (I)

signed, titled and dated 'PAUL FEILER/JANICON LIII (I)/2002' (verso)

oil with silver and gold leaf on canvas, laid on panel and the artist's frame

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

£12,000 - 18,000

€14,000 - 21,000

\$16,000 - 24,000

Provenance

The Artist, from whom acquired directly by the present owner

Private Collection, U.K.



85 AR

PAUL FEILER (1918-2013)

Red, Yellow and Black

signed, inscribed and dated 'PAUL FEILER/RED YELLOW + BLACK 56/EXHIBITED RWA' (verso); further signed and inscribed 'PAUL FEILER/REDFERN GALLERY/AIA Exh/CANYNGE ROAD BRISTOL' (on the canvas overlap); further signed, titled and dated again 'PAUL FEILER/RED YELLOW + BLACK/1956' (on the backboard)

oil on canvas

30.6 x 40.8 cm. (12 x 16 in.)

£15,000 - 20,000

€18,000 - 23,000

\$20,000 - 26,000

Provenance

With Redfern Gallery, London

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

Exhibited

Possibly London, Artists International Association, *Red Pictures*, 1956
St Ives, Tate St Ives, *Paul Feiler: Form to Essence*, 11 November
1995-21 April 1996

‘ I was brought up as a child in the Alps, and it was because of that that I came down to Cornwall, because there was some connection there between the sea, the distance of the sea and the sea and sky... ’

– Paul Feiler

86 AR

PAUL FEILER (1918-2013)

Penberth

signed, titled and dated ‘PAUL FEILER/PENBERTH/AUGUST 1962’

(verso)

oil on canvas

45.7 x 51 cm. (18 x 20 in.)

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

With Redfern Gallery, London, 19 August 1963, where purchased by the family of the present owner
Private Collection, U.K.

Feiler always had a deep, profound connection with Cornwall and the Penwith area that he would eventually become so strongly associated with; it would remain one of his primary sources of inspiration throughout his career. During his studies at the Slade between 1936-39 he met contemporaries Patrick Heron, Adrian Heath, Bryan Wynter and Adrian Ryan, all of whom had strong Cornish connections and who after much travelling he renewed contact with in St Ives following his first visit to Cornwall in 1949.

After travels to Italy he began developing his stylistic, lavishly painted landscapes, experimenting with line and space using predominantly the iron greys and deep icy blues that mirrored the wilderness of the Atlantic coastline with its jagged rock formations. The early 1950s paintings, often depicting Cornish or Italian coastlines, are bold with rich, dark tones, the paint layered up with use of a palette knife, which begin to make way to increasingly dramatic, minimal abstracts of the mid-1950s under the influence of viewing the Abstract Expressionists for the first time in America and after a visit from Rothko when he came to England in 1958.

Penberth, a cove and village within the Penwith peninsula, encapsulates Feiler’s adoration and the dramatic effect that the area had on him. With broad strokes of rich ultramarine blue carving through the vast, textured expanses of off-white and linear structure, the result is a powerful representation of the Artist’s meaningful relationship and physical experience with the landscape.



87 AR

WILLIAM SCOTT R.A. (1913-1989)

Two Pears and a Pan

gouache and watercolour

56.5 x 75.3 cm. (22 1/4 x 29 5/8 in.)

Executed in 1975

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

With Kerlin Gallery, Dublin, where acquired by the present owner
in the 1990s

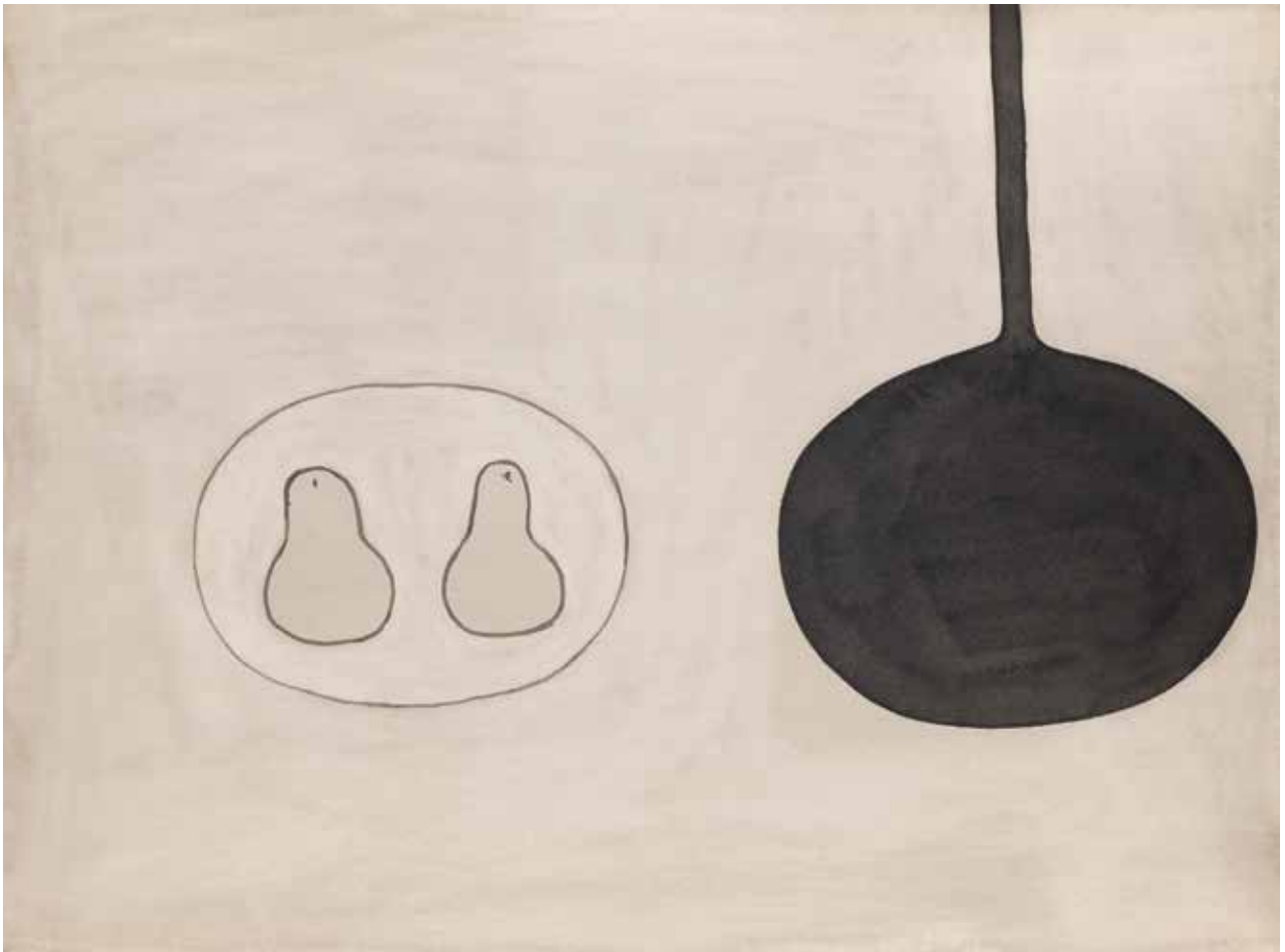
Private Collection, Ireland

Exhibited

London, Coram Gallery, *William Scott R.A. (1913-1989) Works on
Paper*, 6 July-4 August 1995

Dublin, Kerlin Gallery, *William Scott*, 9 October-2 November 1998,
cat.no.14

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





88 AR

TREVOR BELL (1930-2017)

Up and Across

signed and dated 'Bell 58' (lower left); further signed, titled and dated again 'UP AND ACROSS/BY TREVOR BELL/58' (on the canvas overlap)

oil on canvas

91.4 x 76.4 cm. (36 x 30 in.)

(unframed)

£6,000 - 8,000

€7,000 - 9,300

\$7,800 - 10,000

Provenance

The Artist, from whom acquired directly by the present owner in 2009
Private Collection, U.K.



89 AR

PRUNELLA CLOUGH (1919-1999)

Electrical Installation IV

oil on canvas

30.5 x 61.2 cm. (12 x 24 in.)

Painted in 1959

£7,000 - 10,000

€8,200 - 12,000

\$9,100 - 13,000

Provenance

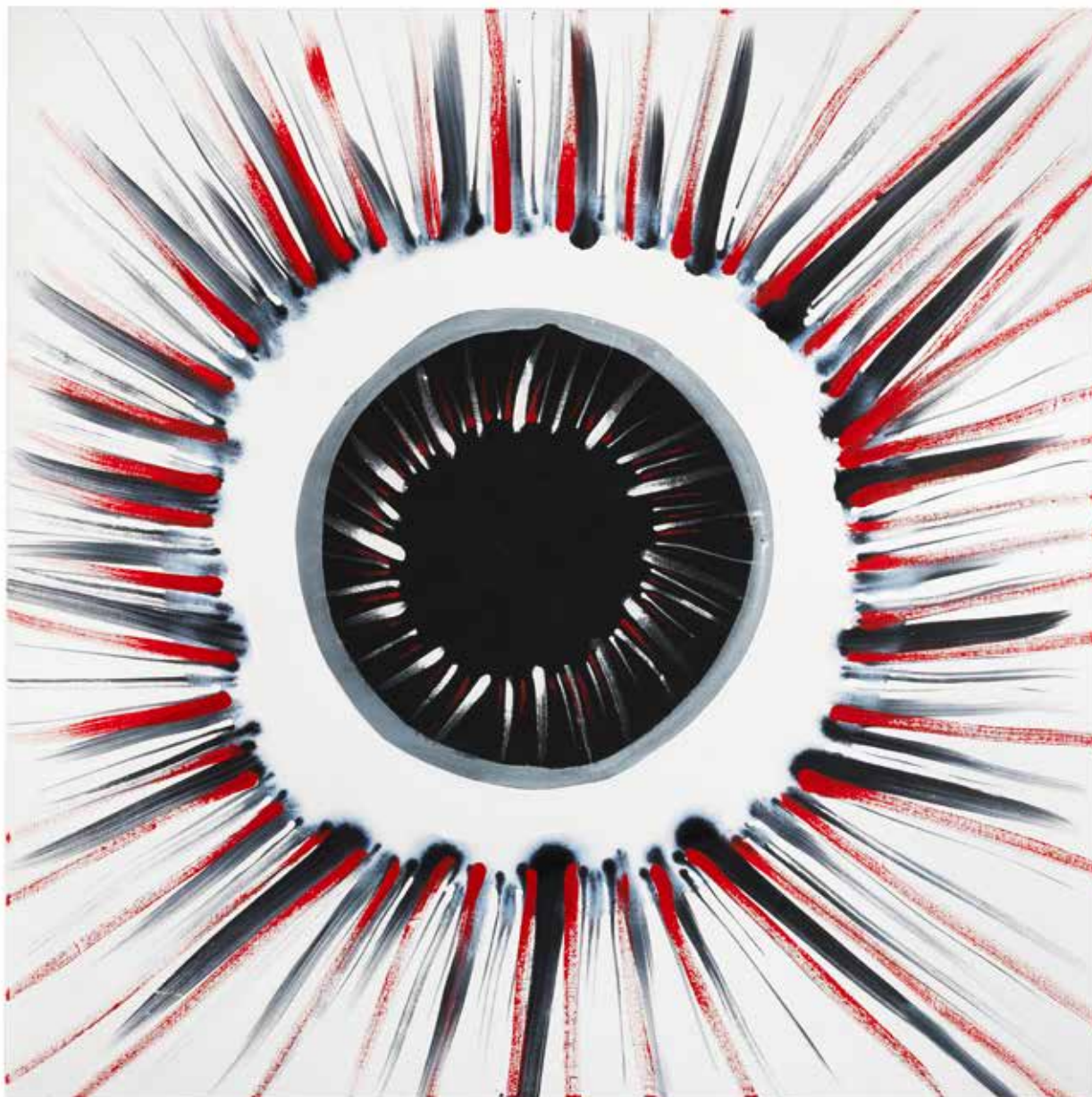
With New Art Centre, London

With Osborne Samuel, London, 18 January 2007, where acquired by the present owner

Private Collection, U.K.

Exhibited

London, Arts Council, Whitechapel Art Gallery, *Prunella Clough: Retrospective Exhibition*, September-October 1960, cat.no.131; this exhibition travelled to York, City Art Gallery, 24 June-15 July 1961, Bournemouth, College of Art, 22 July-12 August, Coventry, Herbert Art Gallery, 19 August-9 September, Dumfries, Gracefield Art Centre, 16 September-30 September, Cambridge, Arts Council Gallery, 14 October-4 November, Blackburn, Art Gallery, 11 November-2 December and Derby, Art Gallery, 9 December-30 December



90 AR

SIR TERRY FROST R.A. (1915-2003)

Sunblast, Black and Red

signed and titled 'Sunblast/Black + Red/Terry Frost' (verso)

acrylic and collage on canvas

152.7 x 153 cm. (60 1/8 x 60 1/4 in.)

Painted in 2000

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

The Artist, from whom acquired directly by the present owner in 2002
Private Collection, U.K.

Exhibited

London, Royal Academy, *Summer Exhibition*, 29 May-7 August 2000,
cat.no.436

Literature

Paul Huxley, *Royal Academy Illustrated 2000*, Royal Academy, London,
2000, p.85, (col.ill.)



91 AR

SIR TERRY FROST R.A. (1915-2003)

Mars Orange and Blue

signed, titled and dated 'Frost 61/Mars Orange/+ Blue' (verso)

oil on canvas

64 x 76.3 cm. (25 1/8 x 30 in.)

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 39,000

Provenance

With Waddington and Tooth Galleries, London

With Bertha Schaefer, New York

With Peter Nahum, Leicester Galleries, London

With Alan Wheatley, London

Private Collection, U.K.

Please note this work bears a label from the Museum of Modern Art, New York (verso).

92 AR

ALAN DAVIE C.B.E., H.R.S.W., R.A. (1920-2014)

Golden Gleamer

signed, inscribed and dated twice 'Alan Davie/JAN 1961/OPUS 0.385/
GOLDEN GLEAMER/JAN 1961' (verso); further inscribed and dated
again 'NEW YORK/GOLDEN GLEAMER/22 JAN 61' (on the stretcher)
oil on canvas

101.7 x 122.3 cm. (40 x 48 1/8 in.)

£25,000 - 35,000

€29,000 - 41,000

\$33,000 - 46,000

Provenance

With Alan Wheatley, London, 21 May 2010, where acquired
by the present owner
Private Collection, U.K.

Exhibited

New York, Martha Jackson Gallery, *17 Paintings, 18 Oils on Paper*, 24
October-18 November 1961

Literature

Alan Bowness (ed.), *Alan Davie*, Lund Humphries, London, 1967, cat.
no.327 (as *Golden Dreamer*)

END OF SALE



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

The Peeled Orange

signed and dated 'Fedden 1961' (lower right)

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SIR ALFRED JAMES MUNNINGS, P.R.A., R.W.S. (BRITISH, 1878-1959)

The Woodcutter
signed and dated 'A.J.MUNNINGS 1902'
(lower left)
oil on canvas
66.9 x 61.6cm (26 5/16 x 24 1/4in).
£40,000-60,000 *

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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. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams'* reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 in which 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

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 issued in the name of the *Buyer* (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 issued in the name of the *Buyer* (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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the Sale of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such Sale would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or be detrimental to *Bonhams'* reputation.

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 licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the *Lot*.

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

On behalf of the *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 attempt to detail, as far as practicable, 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.
- Φ 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 on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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

1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* 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* or on the *Bonhams* website, 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*.

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

	<p>the <i>Catalogue</i> which is not printed in bold letters, the remainder of which <i>Entry</i> merely sets out (on the <i>Seller's</i> behalf) <i>Bonhams'</i> opinion about the <i>Lot</i> and which is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold. Any statement or representation other than that part of the <i>Entry</i> referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any <i>Description</i> or <i>Estimate</i>, whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i>, or by conduct, or otherwise, and whether by or on behalf of the <i>Seller</i> or <i>Bonhams</i> and whether made prior to or during the <i>Sale</i>, is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold.</p>	<p>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;</p> <p>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;</p>
<p>3.2 Except as provided in paragraph 2.1.5, the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been <i>Bonhams</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i>.</p>	<p>7 COLLECTION OF THE LOT</p> <p>7.1 Unless otherwise agreed in writing with you by <i>Bonhams</i>, the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i>.</p> <p>7.2 The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i>.</p>	<p>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;</p> <p>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;</p>
<p>4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</p> <p>4.1 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p> <p>4.2 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p>	<p>7.3 You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the Buyers' agreement set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.</p> <p>7.4 You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.</p> <p>7.5 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>8.1.9 to retain possession of, and on three months' 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</p> <p>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.</p>
<p>5 RISK, PROPERTY AND TITLE</p> <p>5.1 Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i>, with whom you have separate contract(s) as <i>Buyer</i>. You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.</p>	<p>7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i>. All such sums due to the <i>Seller</i> will be payable on demand.</p> <p>8 FAILURE TO PAY FOR THE LOT</p>	<p>8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses 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.</p>
<p>5.2 Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i>.</p>	<p>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):</p>	<p>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.</p>
<p>6 PAYMENT</p> <p>6.1 Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>.</p> <p>6.2 Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i>. Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by</p>	<p>8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;</p> <p>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;</p> <p>8.1.3 to retain possession of the <i>Lot</i>;</p> <p>8.1.4 to remove and store the <i>Lot</i> at your expense;</p>	<p>9 THE SELLER'S LIABILITY</p> <p>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>.</p> <p>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</p>

that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial

cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the 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.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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	or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.	paragraph 4.2. These storage fees form part of our <i>Expenses</i> .
	You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .		
3	PAYMENT AND BUYER WARRANTIES		
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:	4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;	3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;	
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and	3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;	4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .
3.1.3	if the <i>Lot</i> is marked [AR], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> 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 <i>Sale</i> .	3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;	4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and	4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.	3.10.5 that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.	
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.	3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i> , to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i> , postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.	5 STORING THE LOT
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i> .		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> , 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , 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 <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .		6 RESPONSIBILITY FOR THE LOT
3.8	You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:	4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11 we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.	6.1 Title (ownership) in the <i>Lot</i> pass to you on payment of the <i>Purchase Price</i> to us in full in cleared funds, although we reserve the right not to release the <i>Lot</i> to you until our investigations have been completed to our satisfaction under paragraph 3.11.
3.8.1	the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or	4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	6.2 Please note that under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .
3.8.2	located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.	4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i> .	
3.9	You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion	4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in	7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS
			7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):

7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10 OUR LIABILITY	
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:	10.1	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> .
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	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:
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	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
7.2	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 FORGERIES		10.2.2	changes in atmospheric pressure; nor will we be liable for:
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.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		

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" Any person considering, attempting or making a Bid, including those who have 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."

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• Indicates independent contractor

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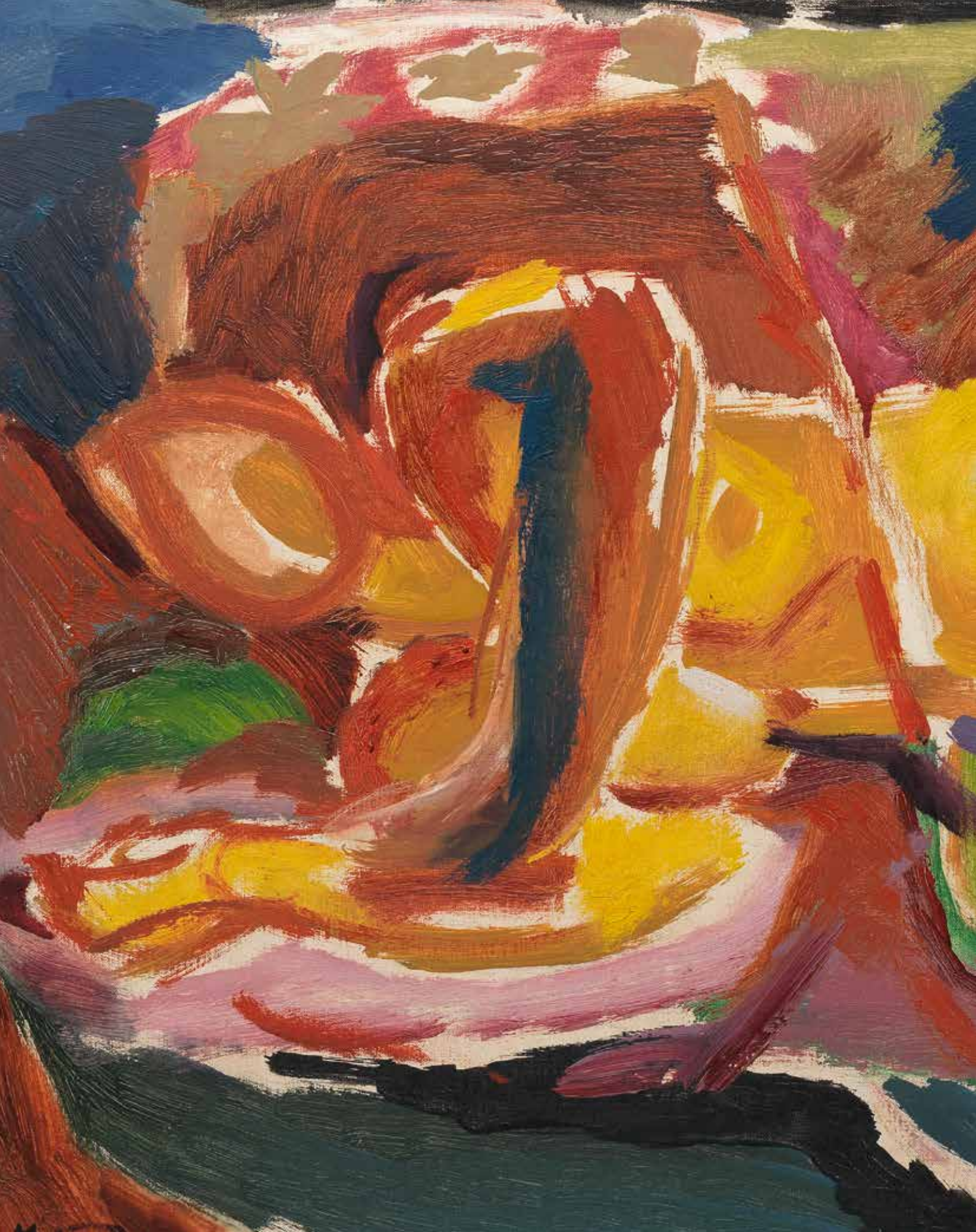
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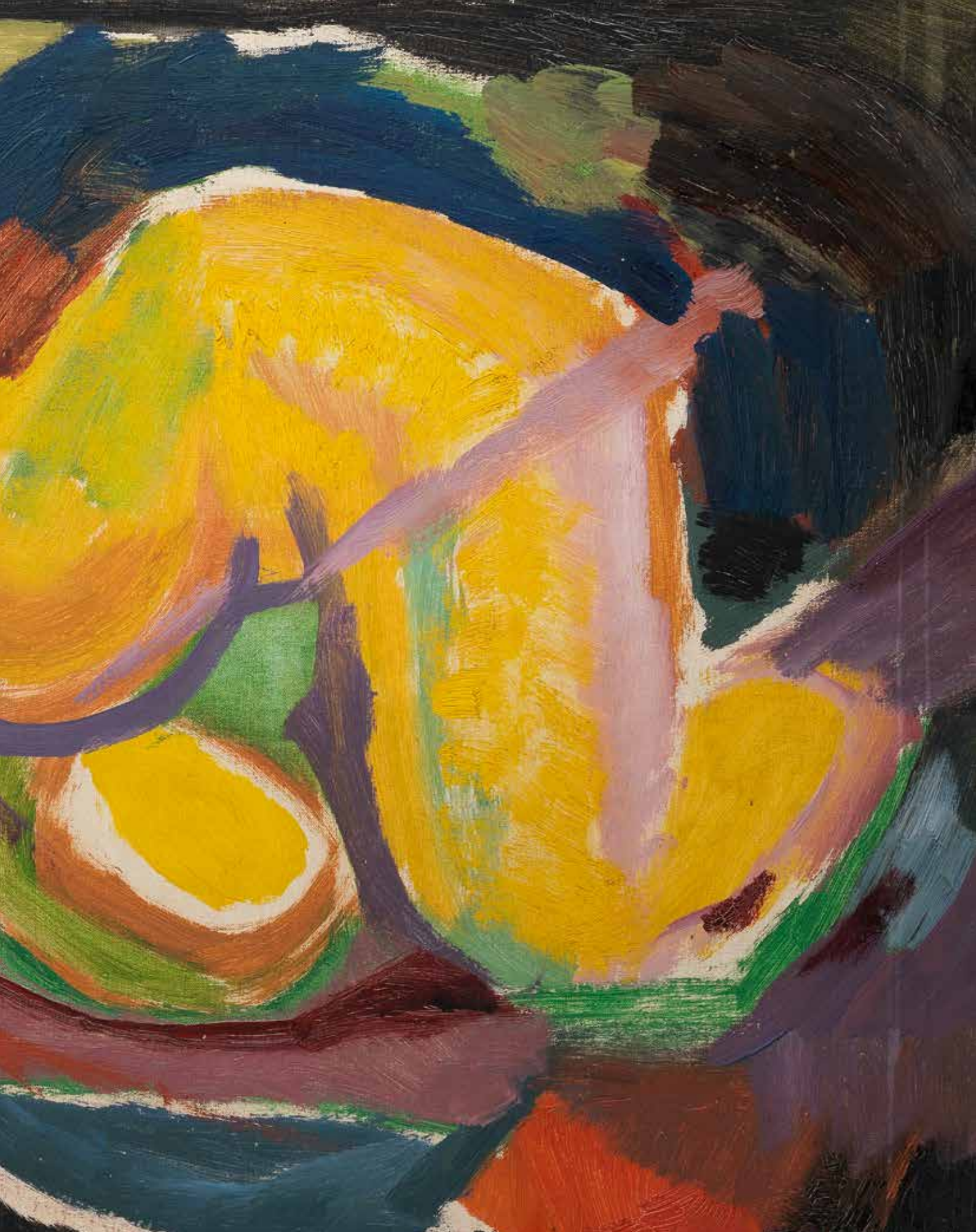
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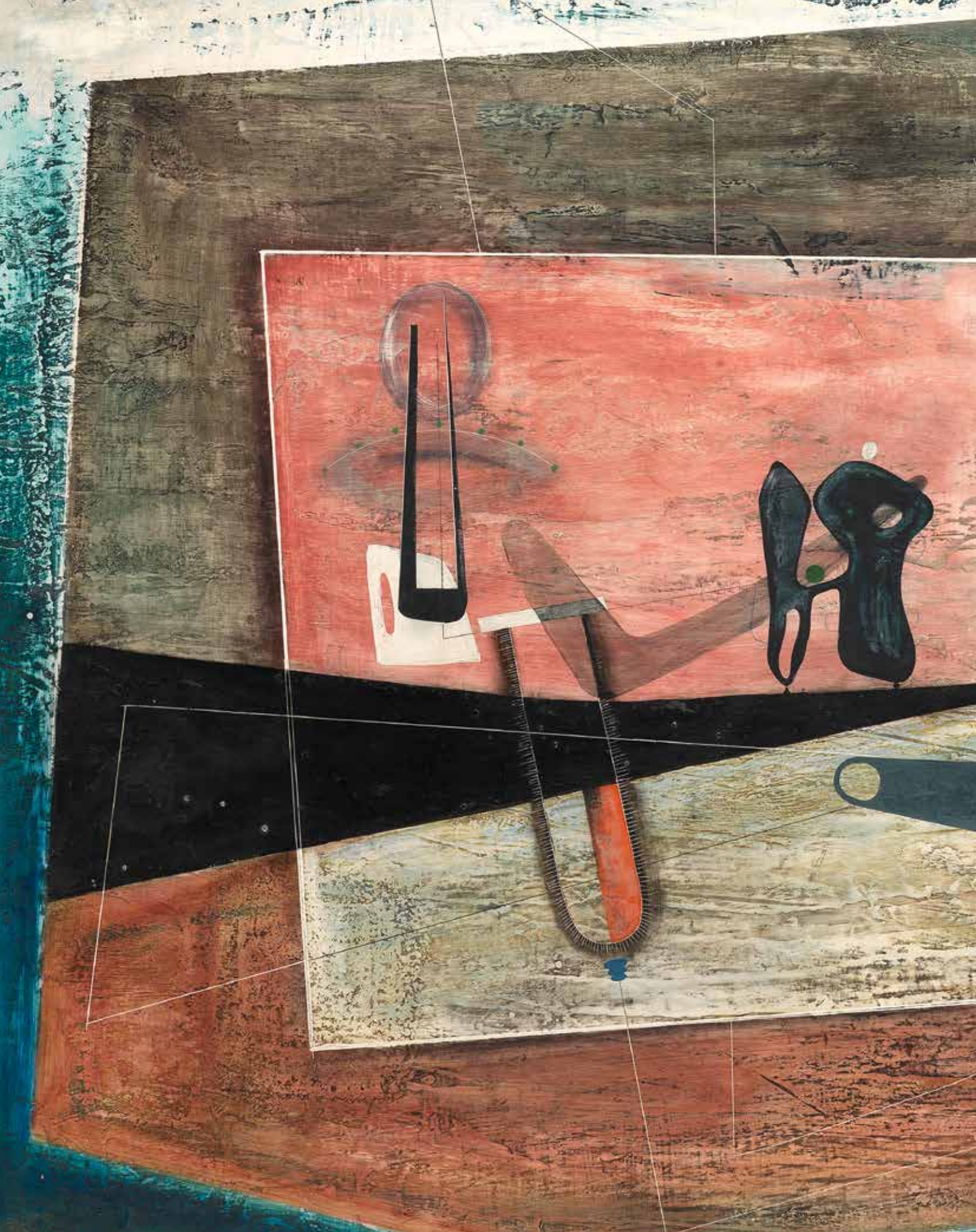
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