



Modern British and Irish Art

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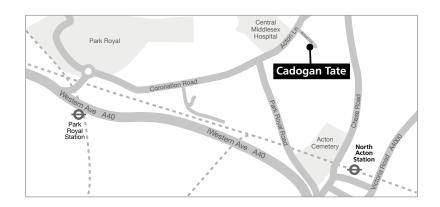
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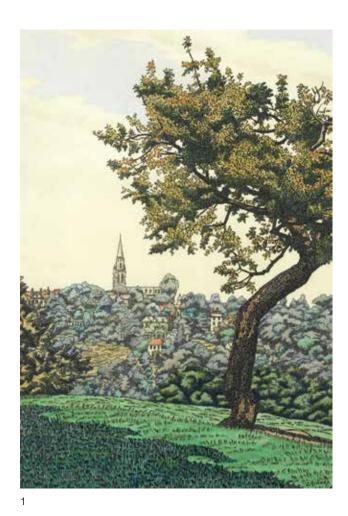
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cash, credit, or debit card.





1 AR

CHARLES GINNER A.R.A. (BRITISH, 1878-1952)

Highgate from Hampstead Heath signed 'C. GINNER' (lower right); further signed, titled and inscribed "HIGHGATE [FR] OM HAMPSTEAD HEATH"/Guineas/Charles Ginner/61 High Street/Hampstead/N.W.3' (on Artist's label attached to backboard) watercolour and pen and ink 35.5 x 25cm (14 x 9 13/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

 2^{AR}

SYLVIA GOSSE (BRITISH, 1881-1968)

Nude on a Bed signed 'Gosse' (lower right) oil on canvas 46 x 30.5cm (18 1/8 x 12in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

Private Collection, U.S.A.





3 * AR

BERNARD MENINSKY (BRITISH, 1891-1950)

The First Wife signed and dated 'B.MENINSKY/1915' (lower centre) oil on canvas 61 x 51cm (24 x 20 1/16in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

Arthur Crossland, Bradford Sale; Christie's, South Kensington, 15 July 2010, lot 69, where acquired by the present Private Collection, U.S.A.

4 * AR

BERNARD MENINSKY (BRITISH, 1891-1950)

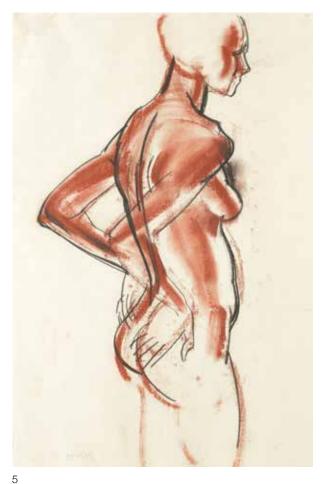
Mushrooms, Carrots and Green Cloth oil on canvas 45.5 x 61cm (17 15/16 x 24in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Sale; Sotheby's, Olympia, 23 November 2005, lot 30 With James Hyman Gallery, London, where acquired by the present owner Private Collection, U.S.A.





5 AR

ERIC HENRI KENNINGTON R.A. (BRITISH, 1888-1960)

Female Nude signed with initials 'EHK' (lower left) charcoal and chalk 58 x 39cm (22 13/16 x 15 3/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

The Estate of the Artist Graham Snow Private Collection, U.K., circa 2005 With The Fine Art Society, London, 2016, where acquired by the present owner

6 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Reclining Nude signed 'Epstein' (lower right) watercolour and pencil 56.5 x 43.5cm (22 1/4 x 17 1/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With Montpelier Studio, London Private Collection, U.K.





8 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Nude Study numbered '3' (to sole of left foot) bronze with a brown patina 63cm (24 13/16in) long

£6,000 - 8,000 €6,800 - 9,000 US\$7,500 - 10,000

Provenance

Sale; Christie's, London, 7 March 1986, lot 285 (as *Stretching woman, nude*) Yonty Solomon, by whom bequeathed to the present owner Private Collection, U.K.

Literature

Evelyn Silber, *The Sculpture of Epstein with a Complete Catalogue*, Phaidon Press Limited, Oxford, 1986, cat.no.352 (ill.b&w p.195)

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 12, 15, 17 and 91.

7 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

First Portrait of Isabel, Head signed 'Epstein' (on left shoulder) bronze with a green patina 33.5cm (13 3/16in) high, excluding base Conceived in 1932

£5,000 - 7,000 €5,600 - 7,900 US\$6,300 - 8,800

Exhibited

London, Leicester Galleries, Carvings and Bronzes by Jacob Epstein, May 1933, cat. no.6 (head, another cast)

Literature

Robert Black, *The Art of Jacob Epstein*, World Publishing Company, New York and Cleveland, 1942, cat.no.176, (ill. p.239, head, another cast)
Richard Buckle, *Jacob Epstein Sculptor*,
Faber & Faber, London, 1962, (ill. pl.294, p.194, bust, another cast)
Evelyn Silber, *The Sculpture of Jacob Epstein with a Complete Catalogue*, Phaidon Press Limited, Oxford, 1986, cat.no.221, (ill. p.171, bust, another cast)

Isabel Rawsthorne (née Nicholas), was a British artist, designer and artist's model and muse. She sat for Epstein in the early 1930s and the two became lovers, with Isabel giving birth to a son, Jackie, in 1932. Moving to Paris shortly after this, she captivated a number of other artists, sitting for André Derain, Alberto Giacometti and others, whilst also continuing to paint and exhibit her own work. Later, she was to have a close relationship with Francis Bacon, and features in a number of his paintings.





9 * AR

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

Portrait of a Lady signed and dated 'John/1941' (lower right) chalk 43.5 x 31cm (17 1/8 x 12 3/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

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

9

10 AR

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

Female Nude signed 'John' (lower right) pencil 50 x 32cm (19 11/16 x 12 5/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With Leicester Galleries, London Sale; Phillips, Bayswater, 6 March 2001, lot 150, where acquired by the present owner Private Collection, U.K.





11 AR

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

Portrait of a Lady

signed 'A E John' (lower left); also inscribed 'For Mrs Manning/ 28 Buckingham Gd. Manning' (lower right, underneath the mount) pencil

17 x 14.5cm (6 11/16 x 5 11/16in). Executed *circa* 1900

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

With Thomas Agnew & Sons, London

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

11

12 AR

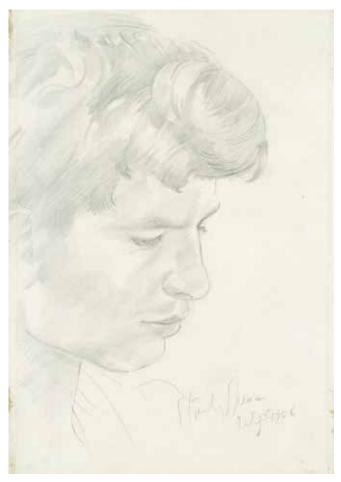
SIR STANLEY SPENCER R.A. (BRITISH, 1891-1959)

Portrait of a Boy signed and dated 'Stanley Spencer/July 29-1956' (lower right) pencil on card 34.5 x 24cm (13 9/16 x 9 7/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

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



12





HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Religious Head inscribed 'Z M/v/P K' (on the reverse) bronze with a dark brown patina 12.5cm (4 15/16in) high Conceived in 1912 and cast in 1965, the present work is from the edition of 12

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

Acquired by the family of the present owner *circa* the 1980s, and thence by descent Private Collection, U.K.

Please see full literature and exhibition details at bonhams.com

We are grateful to Dr Roger Cole, whose forthcoming publication *No Stone Unturned:* The Life and Work of Henri Gaudier-Brzeska will be published this year with a newly revised catalogue raisonné, for his assistance in cataloguing this lot and lot 14.

The initials inscribed on the reverse are thought to refer to the short-lived but intense friendship between Gaudier (P[ik]) and Sophie (Z[osienka]) with Middleton Murry (M) and Katherine Mansfield (K), which flourished over the summer of 1912 but came to an end in September of the same year.

14

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Gorilla

numbered '4/7' and stamped with foundry stamp (lower right) bronze with a black patina 51.5cm (20 1/4in) long Conceived in 1912, the present work is number 4 from the edition of 7 cast before 1973 by Morris Singer Foundry, of a number of known casts

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

Sale; Christie's, London, 9 March 1984, lot 86, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.

Please see full literature and exhibition details at bonhams.com.

Gaudier-Brzeska made a number of visits to London Zoo in 1912, facilitated by a gift from Lovat Fraser of a book of entry passes to the zoo, which were given as a mark of friendship and in return for his help in the decoration of his studio. These trips inspired numerous studies in pen and crayon of the animals, which then served as the basis for sculptures such as the present work.

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

bronze with a red-brown patina 62.5cm (24 5/8in) high Conceived in 1938

£5,000 - 8,000 €5,600 - 9,000 US\$6,300 - 10,000

Provenance

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

Literature

Richard Buckle, Jacob Epstein Sculptor, Faber & Faber, London, 1963, (ill.b&w pl.373, p. 242, another cast)

Evelyn Silber, The Sculpture of Epstein, Phaidon Press Limited, Oxford, 1986, cat.no.296, (ill.b&w p.185, another cast)

Conceived in 1938, Richard Buckle identifies the sitter as a black boxer known simply as 'Dave'.

Please note that this lot is accompanied by a tall wooden display stand.

16 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Baby Asleep stamped with Hébrard foundry mark bronze with a dark brown patina 12.5cm (5 1/8in) high Conceived circa 1902-4

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Exhibited

Possibly London, Twenty-One Gallery, Drawings and Sculpture by Jacob Epstein, December 1913-January 1914, cat.no.4 (dated 1907, another cast)

London, Leicester Galleries, The Sculpture of Jacob Epstein, February-March 1917, cat. no.20 (as Babe's Head, another cast)

Literature

Bernard Van Dieren, Epstein, John Lane, 1920, (ill. pl.xix, another cast) Arnold Haskell, The Sculptor Speaks,

Jacob Epstein to Arnold Haskell. A Series of Conversations on Art, Heinemann, 1931, p.166 (dated 1907, another cast)

Robert Black, The Art of Jacob Epstein, World Publishing Company, New York and Cleveland, 1942, cat.no.5, pl.68 (dated 1907, another cast)

Richard Buckle, Jacob Epstein Sculptor, Faber & Faber, 1963, p.19, pl.10 (dated 1902-4, another cast)

Evelyn Silber, The Sculpture of Epstein with a Complete Catalogue, Phaidon, Oxford, 1986, cat.no.3, (ill.b&w. p.119, another cast)







18



17 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

The Left Hand of Mlle Mijinska bronze with a brown patina 25cm (9 13/16in) long Conceived in 1926, the present work is a posthumous cast from

Epstein studio plaster fragments

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

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

Exhibited

Detroit, Gaerlick Gallery, Graphic Arts Associates, Jacob Epstein, Retrospective Exhibition of Sculpture and Drawings, 1968, cat.no.18, (ill., a pair of hands, another cast, as Mlle Nijinska)

Literature

Arnold Haskell, The Sculptor Speaks, Jacob Epstein to Arnold Haskell. A Series of Conversations on Art, Heinemann, 1931, p.185 (bust, another cast)

Robert Black, The Art of Jacob Epstein, World Publishing Company, New York & Cleaveland, 1942, cat.no.129, p.236 (bust, another cast,

Richard Buckle, Jacob Epstein Sculptor, Faber & Faber, London, 1963, p.426

Evelyn Silber, The Sculpture of Epstein, Phaidon Press Limited, Oxford, 1986, cat.no.171, p.160 (bust, another cast)

We are grateful to Dr Evelyn Silber for her assistance in cataloguing this lot.

18

JOHN S. CURRIE (BRITISH, CIRCA 1884-1914)

George Fletcher and Priests signed with initials 'J.C.' (centre right); variously inscribed (along lower edge) pencil 22.5 x 33cm (8 7/8 x 13in). Executed in 1909

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

The present work was completed between January-September 1909, while Currie was a student at the Dublin Metropolitan School of Art. Currie took a studio in Dublin at 24a Wicklow Street, but also travelled extensively during his time in Ireland. The subject of the present work is George Fletcher, the Assistant Secretary in respect of Technical Instruction in the Department of Agriculture and Technical Instruction. A widely-known and highly-respected educationalist, he was also a member of the Royal Dublin Society and the Royal Irish Academy and was one of many leading lights of Dublin society that Currie came to know. Fletcher's only daughter was the famous florist Constance Spry.

19 AR

GILBERT LEDWARD R.A. (BRITISH, 1888-1960)

Study for the Guards Division Memorial signed and dated 'Gilbert Ledward 1925' (lower right), inscribed 'Study for the signaller represented on the bronze panel on the west face of the Guards Division Memorial- Horse Guards Parade, London, S.W.' (lower edge) pencil and chalk 29 x 40.5cm (11 7/16 x 15 15/16in).

£700 - 1,000 €790 - 1,100 US\$880 - 1,300

Provenance

The Artist, by whom gifted to a Private Collector, 15 September 1959 Sale; Phillips, London, 26 January 1988, lot 104, where acquired by the present owner Private Collection, U.K.

20 AR

ALFRED AARON WOLMARK (BRITISH, 1877-1961)

Self-Portrait signed with monogram (lower right) oil on panel, in the Artist's frame 45.5 x 38cm (17 15/16 x 14 15/16in).

£1,200 - 1,800 €1,400 - 2,000 US\$1,500 - 2,300

Provenance

The Estate of the Artist Private Collection, U.K.

21 AR

CLAUDE ROGERS (BRITISH, 1907-1979)

Hannibal's oil on panel 60.5 x 50.5cm (23 13/16 x 19 7/8in). Painted *circa* 1933

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

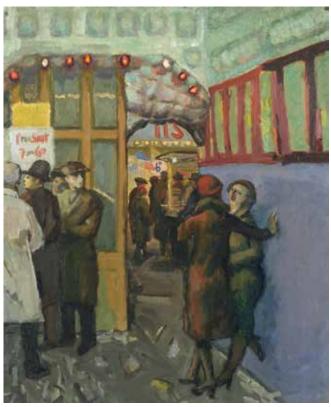
With The London Artist's Association, London Sale; Sotheby's, London, 4 November 1992, lot 81, where acquired by Dr. Bruce Laughton, and thence by family descent Private Collection, U.K.

Literature

Jenny Pery, *The Affectionate Eye: The Life of Claude Rogers*, Sansom & Company, Bristol, 1995, pp.37, 67, (col.ill. pl.II and front cover)



20





$22^{\,\mathrm{AR}}$

DUNCAN GRANT (BRITISH, 1885-1978)

Seated Nude signed 'D Grant.' (lower left) oil on canvas laid on board 53 x 42cm (20 7/8 x 16 9/16in). Painted circa 1930

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With The Lefevre Gallery, London With Sandra Lummis Fine Art, London Sale; Sotheby's, London, 5 March 1997, lot 74, (as Seated female nude) Private Collection, U.S.A.

We are grateful to Richard Shone for his assistance in cataloguing the present work and lots 23-25.

22

23^{AR}

DUNCAN GRANT (BRITISH, 1885-1978)

Roundel Design gouache and chalk 47 x 51cm (18 1/2 x 20 1/16in). Painted circa 1945

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

The Artist, by whom gifted to Paul Roche, and thence by descent to the present owner Private Collection, U.K.

The present work is one of a series of mythological figures in circular format, and almost certainly depicts Ceres, the Roman goddess of agriculture, grain crops, fertility and motherly love.



24 ^{AR}

DUNCAN GRANT (BRITISH, 1885-1978)

Paul Roche reclining signed with initials and dated 'D.G./1 Jan'48' (lower right) charcoal

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

together with a further pencil study related to the painting Portrait of Vanessa Bell in Fancy Dress (1930), and an ink and charcoal design for the 1973 lithograph Interior, which was published in colour for the Penwith Portfolio of prints, both by the same hand (unframed) (3)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

The Artist, by whom gifted to Paul Roche, and thence by descent to the present owner Private Collection, U.K.

The present work features Paul Roche, the poet and translator, posing in Grant's room at 1 Taviton Street, London.

DUNCAN GRANT (BRITISH, 1885-1978)

Seated Nude signed and dated 'Duncan Grant//66' (upper right) charcoal 57 x 48.5cm (22 7/16 x 19 1/8in).

together with a further charcoal study of two tennis players, and a charcoal and gouache study of a Classical scene of a cyclops, a nymph and a young man, both by the same hand (unframed)

(3)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

The Artist, by whom gifted to Paul Roche, and thence by descent to the present owner Private Collection, U.K.

ALVARO GUEVARA (CHILEAN, 1894-1951)

The White Socks oil on board 46 x 69cm (18 1/8 x 27 3/16in). Painted circa 1916-17

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

The Artist's Executors With Salander-O'Reilly Galleries, Inc., New York Private Collection, U.S.A.

Exhibited

London, P. & D. Colnaghi & Co., Ltd, Alvaro Guevara, 1894-1951: A Chilean painter in London and Paris, 3 December 1974-10 January 1975, cat.no.46



24 (one of three)



25 (one of three)



26

'A lyrical poet of the first rank': Paintings and drawings by Christopher Wood

Property from a Private American Collection

The following collection of works by Christopher Wood show many facets of this young artist's life, one who, to quote Eric Newton, was 'a lyrical poet of the first rank' (Eric Newton, *Christopher Wood 1901-1930*, The Redfern Gallery, London, 1938, p.49). His story is both a charmed and tragic one, which intrigues as much today as it did during his lifetime. As Newton writes so eloquently: 'Some men have the rare power of turning their lives into a legend; of projecting, as it were, their personalities beyond the limits of their immediate circle. One is more conscious of what they have been than of what they have done. Almost invariably such men have been artists, but in their case their art has the air of being the mere overflow of a life that was too full to be merely lived in the present.' (*ibid.*, p.9).

After leaving school, Wood enrolled at Liverpool University where he studied architecture and medicine. Whilst there, he met Augustus John, who persuaded him to become a painter, and Wood abandoned his university career and travelled to London and then Paris, at the invitation of the wealthy collector Alphonse Kahn, with



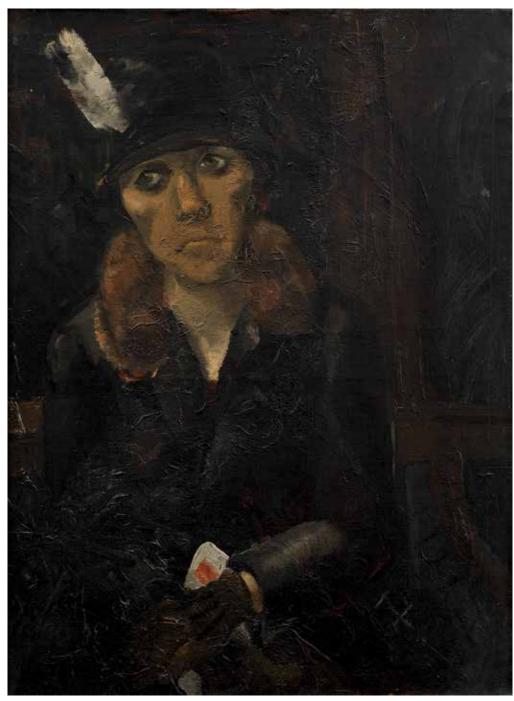
Christopher Wood on a Cornish Beach, 1928. Photographer unknown.

whom he stayed for several weeks. Kahn introduced him to the city's cultural and artistic attractions, and he moved to Paris the following month, commencing the search for rooms and a studio of his own. Arriving as an untutored artist, he soon enrolled in the Academy Julien, and in time met Cocteau (with whom he later shared a studio), Picasso, and other artistic luminaries of the time, encountering too the fashionable art of Cézanne, Matisse and Modigliani. It was an enthralling experience for the young Wood, but this exotic new environment had dangerously intoxicating elements too; influenced by his friendship with José Antonio de Gandarillas and Cocteau, Wood began smoking opium, a habit that later became an addiction.

Wood began to establish himself in both Paris and back in Britain, joining the Seven and Five Society and the London Group in 1926, and becoming friends with Ben and Winifred Nicholson, who he exhibited with at the Beaux Arts Gallery in 1927. A solo exhibition was to follow at Tooth's Gallery in 1929, where he met Lucy Wertheim, who was to become his biggest supporter, with a show planned for the opening of the Wertheim Gallery in London, late in 1930. However, things took a tragic turn; in August 1930, after meeting his mother in Salisbury, he threw himself on the rails, an act influenced in part by paranoia suffered as a result of his opium addiction.

The works offered here are diverse in subject and show many elements of his fascinating life. *Portrait of Jean Bourgoint* (lot 29), dedicated to the sitter in December 1925, shows the friendship and warmth of feeling between the Artist and Jean, one half of the Bourgoint siblings, who inspired the main characters in Cocteau's *Les Enfants Terribles* (1929). Jean and his sister Jeanne had a very close and intense relationship, and were known to play strange, obsessive games with one another, which inspired the sinister 'Game' the two siblings played in the book. Wood was close friends with both of the siblings, but formed a special attachment to Jeanne, with whom he had a short and tumultuous relationship. The *Portrait of Georges Auric* (lot 34), the French composer, shows another artistic link; Auric was considered one of *Les Six*, a group of composers associated with Cocteau and Erik Satie.

Altogether more enigmatic than the two portraits above, Woman in Black (lot 27) is mysterious and compelling. Clearly preoccupied and with a troubled expression, her gaze is fixed on something beyond the picture's bounds, her dark clothes blending into an even murkier background. There is an element of the strange and even surreal, one which is also present in Street Scene with Figure Being Carried (lot 33). A more light-hearted and joyful side to his work can be seen in Two Boys on the Beach (lot 28), which shows two bathers enjoying the seaside, while Quay at St Ives (lot 31) is beautifully lyrical and illustrative of his connection to the seaside town. Wood visited St Ives with Ben Nicholson in 1928, and in a chance meeting, they came across Alfred Wallis, the now famous retired mariner whose untutored paintings inspired a conscious naivety in the art of both the Nicholsons and Wood. Altogether, the following collection of works provide a glimpse into an extraordinary life - one which, to echo Eric Newton, was brimming with passion and intensity.



PROPERTY FROM A PRIVATE AMERICAN COLLECTION

27

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Woman in Black oil on canvas 61 x 50cm (24 x 19 11/16in). Painted in 1924

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

Private Collection, U.S.A.

Literature

Eric Newton, *Christopher Wood 1901-1930*, The Redfern Gallery, London, 1938, cat.no.28.



29

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Portrait of Jean Bourgoint signed, inscribed and dated 'a mon ami/Jean Bourgoint/de Kit Wood/Noel. 1925' chalk and pencil 50 x 32.5cm (19 11/16 x 12 13/16in). (unframed)

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

The Artist, by whom gifted to Jean Bourgoint, 1925
H. S. (Jim) Ede
Private Collection, U.S.A.

Literature

Possibly Eric Newton, *Christopher Wood* 1901-1930, The Redfern Gallery, London, 1938, cat.no.654.

28

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Two Boys on the Beach watercolour and pen and ink 24.5 x 16.5cm (9 5/8 x 6 1/2in). Painted *circa* 1926

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

ProvenancePrivate Collection, U.S.A.



CHRISTOPHER WOOD (BRITISH, 1901-1930)

Portrait of a Young Man Seated pencil 62 x 47cm (24 7/16 x 18 1/2in).

£5,000 - 7,000 €5,600 - 7,900 US\$6,300 - 8,800

Provenance

With Mercury Gallery, London, where acquired by C. Kern Esq., 8 June 1972 Sale; Sotheby's, London, 5 March 1997, lot 138 (as *Seated Man*) Private Collection, U.S.A.



30



CHRISTOPHER WOOD (BRITISH, 1901-1930)

Quay at St Ives watercolour 24 x 36.5cm (9 7/16 x 14 3/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

Probably with The Redfern Gallery, London, where acquired by the present owner Private Collection, U.S.A.



CHRISTOPHER WOOD (BRITISH, 1901-1930)

Tulips and Still-Life watercolour and pencil 27 x 16.5cm (10 5/8 x 6 1/2in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With The Redfern Gallery, London, where acquired by the present owner Private Collection, U.S.A.

32

33

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Street Scene with Figure Being Carried pencil 35.5 x 51.5cm (14 x 20 1/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

Private Collection, U.S.A.



CHRISTOPHER WOOD (BRITISH, 1901-1930)

Portrait of Georges Auric gouache, chalk and pencil 85.5 x 61cm (33 11/16 x 24in). (unframed)

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

Private Collection, U.S.A.

35

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Breton Woman chalk and pencil 63 x 48.5cm (24 13/16 x 19 1/8in). (unframed)

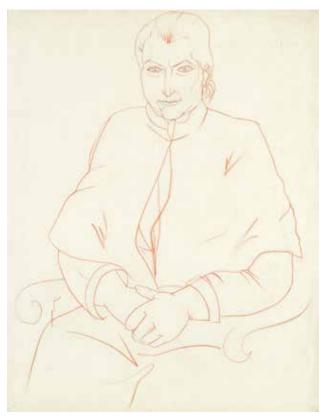
£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

Private Collection, U.S.A.



34



VARIOUS PROPERTIES

36 AR

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

St Paul's Rising out of the Fog signed with monogram (lower left) oil on canvas 76.5 x 99.5cm (30 1/8 x 39 3/16in). Painted in 1949

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

Probably with The Fine Art Society, London Sale; Christie's, London, 6 November 1981, lot 177 (as Saint Paul's Cathedral), where acquired by Jill Anne Bowden, by whom bequeathed to the present owner Private Collection, U.K.

Exhibited

London, Leicester Galleries, *Paintings of London by Algernon Newton*, April 1951, cat.no.10

St Paul's Rising out of the Fog was until recently considered a lost picture. Known only from a black and white photograph and a preliminary sketch in the Tate Gallery archives, the Artist's notebooks detail that it was believed to have been destroyed in a fire. Its re-entry into Newton's oeuvre brings to the fore a concern in his work which has previously not been so overt. As a celebrated painter of dramatic and unpopulated cityscapes, especially of London, St Paul's Rising out of the Fog could be viewed as a rather typical painting for Newton. Yet its iconic subject, and the associated connotations in the immediate post-war years, set this canvas apart from Newton's more commonplace compositions.

For his London scenes Newton usually favoured the then quiet and undeveloped areas of Bayswater, Paddington and the industrial landscapes along the Regent's Canal. Certainly, these cityscapes dating to the 1940s and 50s display a more sombre tone than those of the 1920s and 30s and Andrew Graham-Dixon remarks that in the later works 'war was surely there too...painted even as they were several years after the end of the conflict. It is there as absence, silence, shadow' (exh.cat., Andrew Graham-Dixon, *The Peculiarity of Algernon Newton*, Daniel Katz Gallery, 2012, p.10). Yet this reading

of the work is subtle and subjective. It is the case that Newton, who was a committed pacifist, found that war occupied his thoughts deeply for some time following 1945. He drafted two short stories (never published) which presented events of the Second World War in alternative realities but these were to be kept private. St Paul's Rising out of the Fog can be seen as a much more public declaration of how the war had played on his mind.

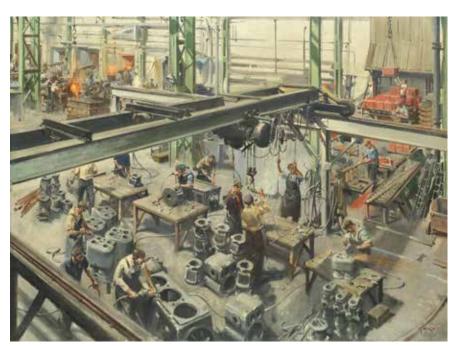
Between 1940 and 1941 London was bombarded by the Luftwaffe, with great swathes of the city reduced to rubble. Conscious that the city needed hope amidst the Blitz, Sir Winston Churchill declared that "at all costs, St Paul's must be saved". Although twenty-nine incendiary bombs fell on and around the cathedral, a concerted effort by a dedicated team of firewatchers meant that whilst almost every building around the site burned to the ground the famous dome defiantly stood proud. On the night of the 29th of December 1940 photographer Herbert Mason captured an image of the cathedral, illuminated by the fires and surrounded by smoke, which is now known as St Paul's Survives. The photo was printed on the front cover of the Daily Mail on New Year's Eve and became immediately famous. It has since become a symbol of British resilience and courage, and is considered one of the most iconic images of the Blitz.

It is surely an image that Newton would have been familiar with and the parallels in composition between St Paul's Survives and St Paul's Rising out of the Fog are numerous. Although no direct reference is made to the image in the Artist's notes, it is most plausible that the photograph would have entered Newton's mind as the painting was being conceived. Showing the cathedral almost a decade on from the Blitz, Newton paints London smog and heavy cloud in place of the thick black ground smoke and billowing plumes of Mason's photograph. The surrounding buildings have been rebuilt, but are dissolved by Newton in a hazy fog recalling their once derelict state. Dramatic illumination from the blazing fires of the photograph has given way to a low, late evening light which draws focus to the ball and cross atop the dome against a peaceful blue, rather than the blackened and scorched night sky. Newton's St Paul's is calm and at peace, yet he is ensuring that its dark and turbulent recent history is not forgotten.

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







37 ^{AR}

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

Boats

signed and dated 'L S Lowry 62' (lower left) pencil

11.5 x 16cm (4 1/2 x 6 5/16in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

With Henry Donn, Birmingham, where acquired by

Mr D. Stokes, 15 November 1979, from whom acquired by the family of the present owner *circa* 1979-80, and thence by descent Private Collection, U.K.

Please note that this lot is offered with the original receipt from Henry Donn dated 15 November 1979.

 $38 \, AR$

TERENCE TENISON CUNEO (BRITISH, 1907-1996)

Broomyard Factory signed 'CUNEO' (lower right) oil on canvas 76 x 101cm (29 15/16 x 39 3/4in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

Sale; Bonhams, London, 2 December 2003, lot 57 Private Collection, U.K.

Sale; Bonhams, Knightsbridge, 20 September 2011, lot 127, where acquired by the present owner Private Collection, U.K.

 $39^{\,\mathrm{AR}}$

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

Hammersmith Broadway signed 'Ruskin Spear' (lower right) oil on board 42 x 32cm (16 9/16 x 12 5/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

40 AR

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

Line for Air Raid Shelter ink, wash, chalk and watercolour 33 x 55cm (13 x 21 5/8in). together with a further crayon sketch of a pub interior by the same hand (2)

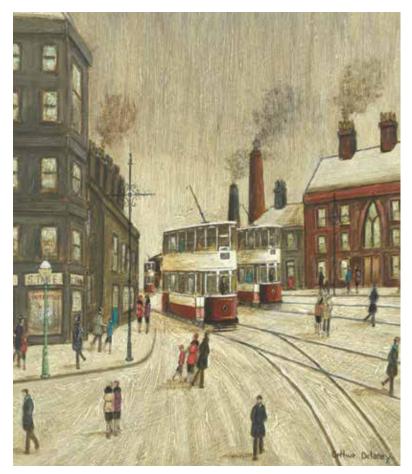
£1,800 - 2,500 €2,000 - 2,800 US\$2,300 - 3,100





40 (one of two)





41 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

Piccadilly, Manchester signed 'Arthur Delaney.' (lower right) oil on board 27 x 37.5cm (10 5/8 x 14 3/4in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

With Steve Marsling Fine Arts, Lancashire, where acquired by the present owner, 9 December 2000 Private Collection, U.K.

Please note that this lot is offered with a letter of authenticity from Graham Aspinall, of the Woodhouse Gallery, Manchester.

42 AR

ARTHUR DELANEY (BRITISH, 1927-1987)

Manchester Trams signed 'Arthur Delaney.' (lower right) oil on board 28.5 x 24.5cm (11 1/4 x 9 5/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With Steve Marsling Fine Arts, Lancashire, where acquired by the present owner, 9 December 2000 Private Collection, U.K.

43 * AR

PETER BROOK (BRITISH, 1927-2009)

Rough Cornish Landscape signed 'PETER BROOK' (lower right), titled 'ROUGH CORNISH LANDSCAPE' (lower centre), dated '1978' (lower left) oil on canvas 51 x 40.5cm (20 1/16 x 15 15/16in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

Private Collection, U.S.A.

44 * AR

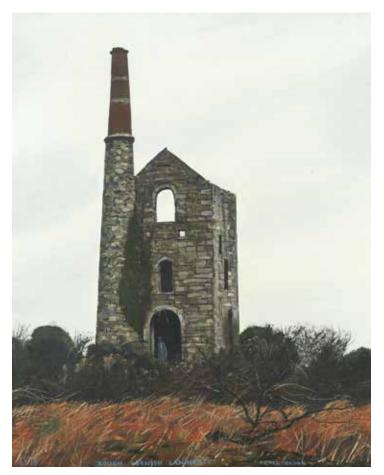
PETER BROOK (BRITISH, 1927-2009)

Snow Mist Last January signed 'PETER BROOK' (lower right), titled 'SNOW MIST LAST JANUARY' (lower left) oil on canvas 50.5 x 76.5cm (19 7/8 x 30 1/8in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

With Thomas Agnew & Sons, London, where acquired by the family of the present owner, and thence by descent Private Collection, U.S.A.



43







46

$45^{\,\mathrm{AR}}$

PETER BROWN N.E.A.C. (BRITISH, BORN 1967)

Little Venice, Twilight signed and dated 'Peter Brown, '05.' (lower left) oil on canvas

51 x 127cm (20 1/16 x 50in).51cm x 127cm

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

With Messum's, London

Exhibited

London, Messum's, $Peter\ Brown$, 2007, cat. no.83

46 AR

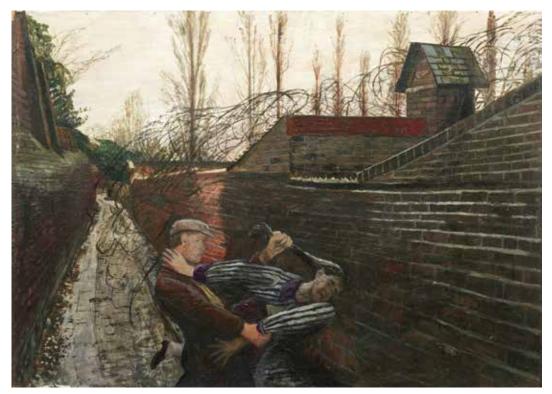
PETER BROWN N.E.A.C. (BRITISH, BORN 1967)

Winter Piccadilly 2 oil on canvas 50.5 x 63.5cm (19 7/8 x 25in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With Messum's, London



47 * AR

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

The Alley oil on canvas laid on board 68.5 x 96cm (26 15/16 x 37 13/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

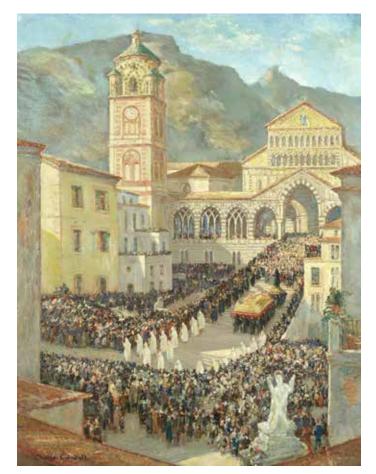
With Hambledon Gallery, Dorset Sale; Christie's, South Kensington, 14 July 2011, lot 80, where acquired by the present owner Private Collection, U.S.A.

 48^{AR}

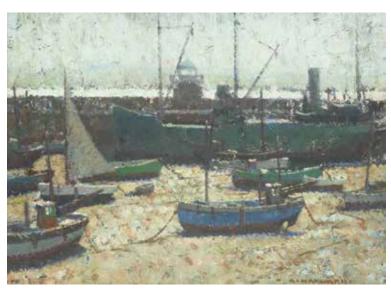
CHARLES CUNDALL R.A. (BRITISH, 1890-1971)

Easter Procession, Amalfi signed 'Charles Cundall' (lower left) oil on canvas 66.5 x 51cm (26 3/16 x 20 1/16in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500







50



 $49^{\,\mathrm{AR}}$

ARTHUR HAYWARD (BRITISH, 1889-1962)

Smeatons Pier, St Ives signed '-A.HAYWARD-' (lower left) oil on canvasboard 26.5 x 36.5cm (10 7/16 x 14 3/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

Ronald Low Esq. Private Collection, U.K.

 $50^{\,\mathrm{AR}}$

ARTHUR HAYWARD (BRITISH, 1889-1962)

St Ives Harbour signed 'A.HAYWARD' (lower right), bears inscription (on panel verso) oil on board 25 x 33cm (9 13/16 x 13in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

51 AF

GEORGE HAMMOND STEEL (BRITISH, 1900-1960)

Porthleven watercolour and pen and ink 21.5 x 29cm (8 7/16 x 11 7/16in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Acquired by the family of the present owner prior to 1971, and thence by descent Private Collection, U.K.



52 AR

JAMES DIXON (IRISH, 1887-1970)

The West End Village, Tory Island signed, indistinctly titled and dated 'The West End Village/Tory Island/by James Dixon/Tory Island/12 9 62' (upper left) oil on paper laid on board 64.5 x 99cm (25 3/8 x 39in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

53 ^{AR}

JACK BUTLER YEATS (IRISH, 1871-1957)

"Look there she is down by the Red Rock" signed 'JACK B YEATS' (lower right) pen and ink and watercolour 17 x 24.5cm (6 11/16 x 9 5/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With The Dawson Gallery, Dublin Private Collection, Ireland

Literature

Patricia Lynch, with illustrations by Jack B. Yeats, *The Turf-cutter's Donkey*, 2nd edition, The Dolmen Press Limited, Portlaoise, 1984, (col.ill. p.23), with the caption 'Look! There She is. Down by the Red Rock, Sitting Up in the Donkey-cart!'





 $54\,\mathrm{AR}$

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

Liffey at the Customshouse (Opus W1146) signed and dated 'LE BROCQUY 92' (lower right) watercolour and charcoal 25 x 35.5cm (9 13/16 x 14in).

£3,000 - 5,000 €3,400 - 5,600 U\$\$3,800 - 6,300

Provenance

With Gimpel Fils, London With Taylor Galleries, Dublin With Gimpel Fils, London, where acquired by the present owner, 8 October 1999 Private Collection, Northern Ireland

54

55 AR

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

Young Liffey in Woodland (Opus W984) signed and dated 'LE BROCQUY 90' (lower right) watercolour

17 x 25cm (6 11/16 x 9 13/16in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

With Gimpel Fils, London, where acquired by the present owner, 8 October 1999 Private Collection, Northern Ireland





 $56^{\,\mathrm{AR}}$

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

Snow in a Dublin Garden signed, inscribed and dated 'LE BROCQUY/DUBLIN 1945' (upper left); further signed, titled, inscribed and dated 'Snow in a Dublin garden/(51 Kenilworth Sq.) 1945/Louis Le Brocquy' (on backboard verso) watercolour and charcoal

£5,000 - 8,000 €5,600 - 9,000 US\$6,300 - 10,000

14 x 30.5cm (5 1/2 x 12in).

Provenance

Frank Mitchell
Sale; de Veres, Dublin, 1992, lot 48, where acquired by the present owner
Private Collection, Northern Ireland





193

57 AR

CECIL MAGUIRE R.U.A. (IRISH, BORN 1930)

Winter, Salt Lake, Clifden signed and dated 'Maguire 81' (lower right); further signed, titled and inscribed with Artist's address 'WINTER,/SALT LAKE, CLIFDEN./ CECIL MAGUIRE R.U.A.,/9 SHARMAN DR.,/ BELFAST 9.' (on board verso) oil on board 60.5 x 91.5cm (23 13/16 x 36in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With The Bell Gallery, Belfast Sale; Bonhams, Knightsbridge, 4 June 2013, lot 126, where acquired by the previous owner, by whom gifted to the present owner Private Collection, U.K.

 $58^{\,\mathrm{AR}}$

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

Erne, North Shore: Cool signed with monogram (lower right); further signed and dated 'Colin M '70' and stamped with studio sale stamp (on board verso) oil on board 15.5 x 15.5cm (6 1/8 x 6 1/8in).

£1,500 - 2,500 €1,700 - 2,800 US\$1,900 - 3,100

Provenance

The Estate of the Artist Private Collection, Northern Ireland



 $59^{\,\mathrm{AR}}$

ARTHUR ARMSTRONG R.H.A. (IRISH, 1924-1996)

Figure in a Blue Landscape signed 'ARMSTRONG' (lower left) oil on board 107 x 92cm (42 1/8 x 36 1/4in).

£5,000 - 8,000 €5,600 - 9,000 US\$6,300 - 10,000

Provenance

With David Hendriks Gallery, Dublin, September 1972 Private Collection, Northern Ireland

 $60^{\,\mathrm{AR}}$

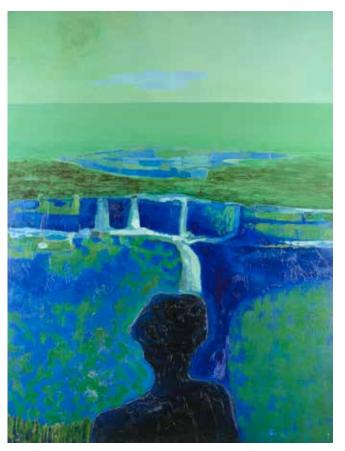
ARTHUR ARMSTRONG R.H.A. (IRISH, 1924-1996)

Landscape in Blues & Greens signed 'ARMSTRONG' (lower right) oil, gesso and pastel on board 121.5 x 91.5cm (47 13/16 x 36in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With David Hendriks Gallery, Dublin Sale; Bonhams, Knightsbridge, 4 June 2013, lot 55, where acquired by the present owner Private Collection, U.K.





61



62



61 AR

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

Chambord

inscribed 'Chambord brouhue (terrible English translation)' (lower left) watercolour, ink and pen and ink 19.5 x 29.5cm (7 11/16 x 11 5/8in). Painted in 1982

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With Goodman Gallery, Sandton, South Africa, where acquired by the family of the present owner, 25 November 1994, and thence by descent Private Collection, U.K.

Please note that this lot is offered with the original receipt from Goodman Gallery and a black and white photograph of the work inscribed by Myfanwy Piper which confirms the authenticity.

62 ^{AR}

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

Gates of the Grange signed 'John Piper' (lower left), inscribed 'The Grange' (centre right) watercolour, ink, pen and ink and pencil 16.5 x 18.5cm (6 1/2 x 7 5/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

63 AR

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

Ruined Tin Mines, Cornwall signed 'John Piper' (lower right); titled 'Ruined Tin Mines, Cornwall' (on sheet verso) watercolour, charcoal, pen and ink and felt-tip pen

17 x 24.5cm (6 11/16 x 9 5/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900



64 ^{AR}

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

Gwaun Valley signed 'John Piper' (lower right), titled and dated 'Gwaun Valley 2 x 72' (lower left) watercolour, pen and ink, gouache and chalk 41 x 57.5cm (16 1/8 x 22 5/8in).

£6,000 - 8,000 €6,800 - 9,000 US\$7,500 - 10,000

Provenance

With Marlborough Fine Art, London With Pieter Wenning Gallery, Johannesburg, where acquired by the family of the present owner in 1994, and thence by descent Private Collection, U.K.









65 (four of eighteen)

CECIL BEATON (BRITISH, 1904-1980)

Illustrations for *These Fine Adventurers*, or *Mission to Mombasa* one inscribed 'THESE FINE ADVENTURERS...' (upper centre); another inscribed 'THE FIGHT WITH THE COBRA' (lower centre) watercolour and pen and ink

each 19 x 16.3cm (7 1/2 x 6 7/16in).

Executed in 1944

together with several copies of the original manuscript of *These Fine Adventurers*, or *Mission to Mombasa* and documents relating to the manuscript and illustrations

(all unframed) (18)

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

Commissioned from the Artist by Donn Casey, and thence by descent

The present works were created when the Artist was a guest of Lord and Lady Casey in Bengal in 1944. Lord Casey had been appointed Governor of Bengal in 1943, and while staying with them Beaton fell ill with dengue fever. Whilst recovering, the Casey's son Donn, who was a teenager at the time, persuaded him to provide illustrations for the story that he had written, *Mission to Mombasa, or These Fine Adventurers*. As Lady Casey wrote: 'The results were magnificent. Cecil's always brilliant pen was released by his ecstatic and no doubt irritable condition into Donn's uninhibited world. The [eighteen] illustrations swirl with movement and colour. Out of delirium came invention of a high order' (Maie Casey, *Tides and Eddies*, Penguin, 1966, p.142).

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.



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

Set Design for A Midsummer Night's Dream watercolour, chalk, gouache, ink and acetate sheet 44 x 76cm (17 5/16 x 29 15/16in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

With Marlborough Fine Art, London, where acquired by the previous

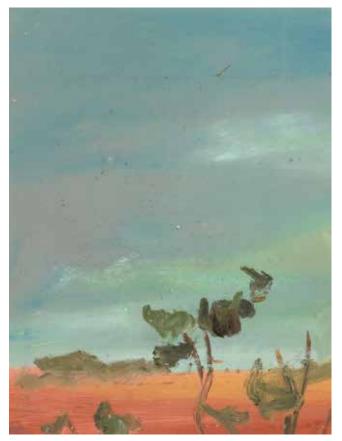
Acquired from the above by the present owner

London, Arts Council Gallery, organised by the Arts Council of Great Britain, Stage Design in Great Britain Since 1945, 1961, cat. no.116, (as Midsummer Night's Dream: Four Cutcloths & Permanent Backcloth): this exhibition travelled to Coventry, Belgrade Theatre; Brighouse Art Gallery; Exeter, Royal Albert Memorial Museum; Brighton, Brighton Art Gallery; Guildford, Guildford House; Middlesburgh, Middlesburgh Municipal Art Gallery; Leicester,

Leicester Museum and Art Gallery; Whitworth, Manchester, Whitworth Art Gallery and Nottingham, Midland Group Gallery Chichester, Chichester Antiques Ltd, The Painter and the Stage, 23 July-4 August 1962, cat.no.57 Cologne, Baukunst Galerie, John Piper, 24 September-19 November

1965, cat.no.97

John Piper first began to design for the stage in 1938, when he was asked to create a backdrop for Trial of a Judge, the play by Stephen Spender, at the Unity Theatre. Further commissions were to follow, including one for The Rape of Lucretia at Glyndebourne in 1946. This was the first of many collaborations with Benjamin Britten, and the present work is related to Piper's commission to provide the set and costume designs for Britten's A Midsummer Night's Dream in 1960. The production premiered at the Aldeburgh Festival, before being performed at Covent Garden with the English Opera Group, produced by Sir John Gielgud and conducted by George Solti, in 1961. The present work appears to be a smaller, three-dimensional version of the final design according to images which survive of the production. It evokes the enchanted forest of the opera's setting wonderfully, with stars and lights twinkling in the canopy overhead, set against a deep blue background.





67 68



69 (one of two)

67 AR

SIR SIDNEY NOLAN (AUSTRALIAN, 1917-1992)

Australian Landscape signed and inscribed 'S.NOLAN/LONDON/No12.' (on board verso) oil on board $33.5 \times 25.5 cm$ (13 3/16 x 10 1/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

The Artist, by whom gifted to Minna Dyson, 1951, by whom gifted to Barbara Toy, and thence by descent to the present owners Private Collection, U.K.

68 AR

SIR SIDNEY NOLAN (AUSTRALIAN, 1917-1992)

Figure in a Landscape ripolin on paper 20 x 15cm (7 7/8 x 5 7/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

The Artist, by whom gifted to Minna Dyson, 1951, by whom gifted to Barbara Toy, and thence by descent to the present owners Private Collection, U.K. 69 ^{AR}

SIR SIDNEY NOLAN (AUSTRALIAN, 1917-1992)

Madonna and Child signed and inscribed 'To Minna with/love/ from/S' (lower right) oil on paper 21 x 17cm (8 1/4 x 6 11/16in). together with a further felt-tip pen drawing of a faun, by the same hand (2)

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

The Artist, by whom gifted to Minna Dyson, 1951, by whom gifted to Barbara Toy, and thence by descent to the present owners Private Collection, U.K.

 $70^{\,\mathrm{AR}}$

SIR SIDNEY NOLAN (AUSTRALIAN, 1917-1992)

Abstract Landscape oil on canvas 31 x 51cm (12 3/16 x 20 1/16in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

The Artist, by whom gifted to Minna Dyson, 1951, by whom gifted to Barbara Toy, and thence by descent to the present owners Private Collection, U.K.

71 AR

MAGGI HAMBLING (BRITISH, BORN 1945)

Waterfall Evening signed and dated 'HAMBLING/2009' (on canvas verso) oil on canvas 30.5 x 25.5cm (12 x 10 1/16in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

With The On Line Gallery, Southampton, where acquired by the present owner, 16 January 2010 Private Collection, U.K.



70





72



73

70 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

Child on the Shore Iona signed 'DMCINTYRE-' (lower right); further signed, titled and inscribed '"CHILD ON THE SHORE/IONA"/BY DONALD MCINTYRE/592' (on Artist's label attached to the backboard); also titled and inscribed '592 "CHILD ON THE SHORE IONA"' (on framing tape verso) acrylic on card 42 x 81cm (16 9/16 x 31 7/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With Thackeray Gallery, London, 12 November 1985

 73^{AR}

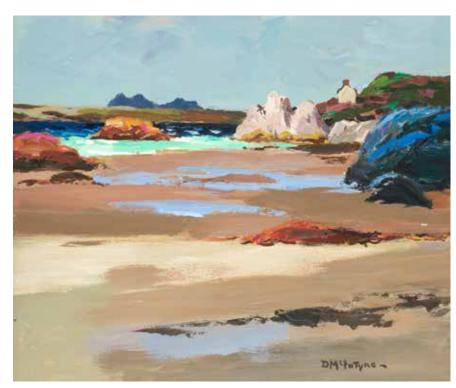
DONALD MCINTYRE (BRITISH, 1923-2009)

Port Isaac No. 7 signed 'DMcINTYRE-' (lower left) acrylic on card 50.5 x 61cm (19 7/8 x 24in).

£3,000 - 5,000 €3,400 - 5,600 U\$\$3,800 - 6,300

Provenance

With Thackeray Gallery, London, where acquired by the present owner, 14 December 1993
Private Collection, U.K.



74 AR DONALD MCINTYRE (BRITISH, 1923-2009)

Skye No. 7 signed 'DMCINTYRE-' (lower right) acrylic on card 53 x 62.5cm (20 7/8 x 24 5/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With St Andrews Fine Art, St Andrews, where acquired by the present owner in 2004 Private Collection, U.K.

74

75 AR

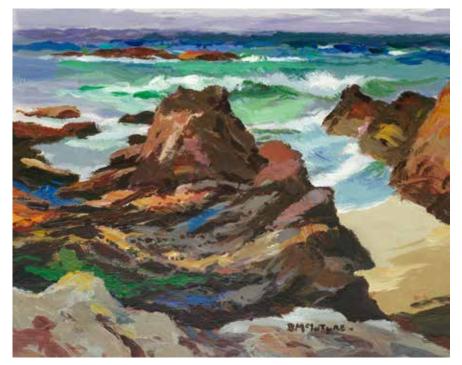
DONALD MCINTYRE (BRITISH, 1923-2009)

Rocky Shore No. 11 signed 'DMCINTYRE-' (lower right); further signed, titled and inscribed '4144/"ROCKY SHORE NO 11"/By D MCINTYRE' (on Artist's label attached to backboard) acrylic on card 50 x 60.5cm (19 11/16 x 23 13/16in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

Acquired by the family of the present owner, and thence by descent Private Collection, U.K.





76 AR DONALD MCINTYRE (BRITISH, 1923-2009)

Porthscatho signed 'DMCINTYRE-' (lower left) oil on canvasboard 51 x 76.5cm (20 1/16 x 30 1/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

Sale; Christie's, South Kensington, 15 December 2011, lot 83, where acquired by the present owner (as *Boats, low tide*)

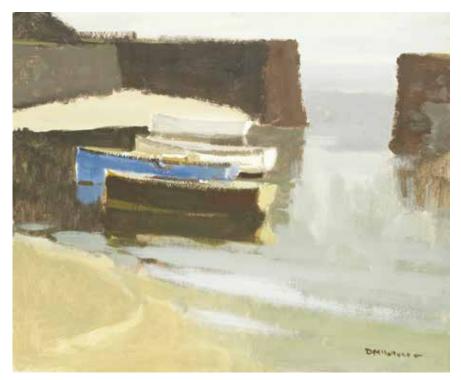
76

$77 \, AR$

DONALD MCINTYRE (BRITISH, 1923-2009)

Porth Gain signed 'DMCINTYRE-' (lower right); further signed and titled '"PORTH GAIN" DONALD MCINTYRE' (on card verso) acrylic on card 52 x 63.5cm (20 1/2 x 25in). (unframed)

£1,200 - 1,800 €1,400 - 2,000 US\$1,500 - 2,300





78





80 79

78 AR

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

Figures on the Beach signed 'Cuming' (lower left) oil on board 15.5 x 61cm (6 1/8 x 24in).

£1,200 - 1,800 €1,400 - 2,000 US\$1,500 - 2,300

Provenance

Sale; Christie's, South Kensington, 18 August 2015, lot 57, where acquired by the present owner

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

Seascape signed 'Cuming' (lower left) oil on board 51.5 x 61cm (20 1/4 x 24in).

£1,500 - 2,500 €1,700 - 2,800 US\$1,900 - 3,100

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

Morning Glory signed 'Cuming' (lower left) oil on canvasboard 25.5 x 21cm (10 1/16 x 8 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance John Akerman, Esq.



81



82



81 ^{AR}

COLIN HAYES R.A., R.B.A. (BRITISH, 1919-2003)

Barranco in Tenerife indistinctly signed 'Hayes' (lower left) oil on canvas 75.5 x 101.5cm (29 3/4 x 39 15/16in).

£1,200 - 1,800 €1,400 - 2,000 US\$1,500 - 2,300

Provenance

The Artist, and thence by family descent

 82^{AR}

COLIN HAYES R.A., R.B.A. (BRITISH, 1919-2003)

Orchard in Crete signed 'Hayes' (lower left) oil on canvas 61 x 76.5cm (24 x 30 1/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

The Artist, and thence by family descent

 $83^{\,\mathrm{AR}}$

COLIN HAYES R.A., R.B.A. (BRITISH, 1919-2003)

Landscape With Orange Field signed 'Hayes' (lower right) oil on canvas 63.5 x 76cm (25 x 29 15/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

Sale; Bonhams, Knightsbridge, 22 March 2011, lot 118, where acquired by the present owner Private Collection, U.K.

 $84 \, \mathrm{AR}$

DONALD HAMILTON FRASER R.A. (BRITISH, 1929-2009)

Study for Seascape, Sailing Dinghy signed 'Fraser' (lower right) oil on paper 21.5 x 26.5cm (8 7/16 x 10 7/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With Gallery 10 Ltd., London, where acquired by the family of the present owner, 25 June 1980, and thence by descent Private Collection, U.K.

Please note that this lot is offered with the original receipt from Gallery 10 Ltd.

85 AR

DONALD HAMILTON FRASER R.A. (BRITISH, 1929-2009)

Monemvasia, Beach with Boxes signed 'Fraser' (lower right) oil on paper 41 x 50.5cm (16 1/8 x 19 7/8in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

With Gallery 10 Ltd., London, where acquired by the family of the present owner, 1 June 1982, and thence by descent Private Collection, U.K.

Please note that this lot is offered with the original receipt from Gallery 10 Ltd.

86 AR

DONALD HAMILTON FRASER R.A. (BRITISH, 1929-2009)

Study near Jerusalem No. I signed 'Fraser' (lower right) oil and pencil on paper 35.5 x 27.5cm (14 x 10 13/16in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

With Gallery 10 Ltd., London, where acquired by the family of the present owner, 7 January 1982, and thence by descent Private Collection, U.K.

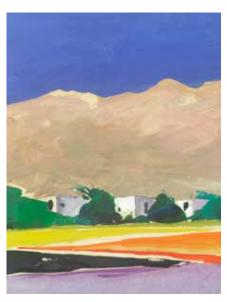
Please note that this lot is offered with the original receipt from Gallery 10 Ltd.



84



85





 87^{AR}

FREDERICK GORE C.B.E., R.A. (BRITISH, 1913-2009)

Landscape Near Maldon, Essex signed 'F. Gore' (lower right) oil on board 52.5 x 77.5cm (20 11/16 x 30 1/2in). Painted in 1952

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

With The Richmond Hill Gallery, Surrey Private Collection, U.K.

87

88 AR

DIANA MAXWELL ARMFIELD R.A. (BRITISH, BORN 1920)

Roses From the Front Wall, Llwynhir signed with initials 'DMA' (lower left); titled 'ROSES FROM THE FRONT WALL, LLWYNHIR' (on frame verso) oil on canvasboard 28 x 21cm (11 x 8 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900



88



89 (one of three)

89 AR

JOHN MILLER (BRITISH, 1931-2002)

Bougainvillea signed 'John Miller' (lower right) oil on canvas 55.5 x 51cm (21 7/8 x 20 1/16in). together with two further oil paintings, *Pink Curtain* and *White Dome and Geraniums*, both by the same hand (3)

£1,800 - 2,200 €2,000 - 2,500 US\$2,300 - 2,800

Provenance

With David Messum, Marlow Private Collection, U.K.

Exhibited

Marlow, The Studio, *John Miller*, presented by David Messum, 1986, cat.nos.70, 68 and 48 respectively



90

$90^{\,\mathrm{AR}}$

PAT HARRIS (IRISH, BORN 1953)

Phlox

signed with monogram and dated '91' (lower right); further signed, titled, dated and inscribed 'PHLOX 1991/oil on CANVAS/Pat HARRIS' (on canvas verso) oil on canvas

98 x 130cm (38 9/16 x 51 3/16in). £3,000 - 5,000 €3,400 - 5,600

US\$3,800 - 6,300

ProvenanceWith Taylor Galleries, Dublin, where acquired by the present owner Private Collection, Northern Ireland

91 AR

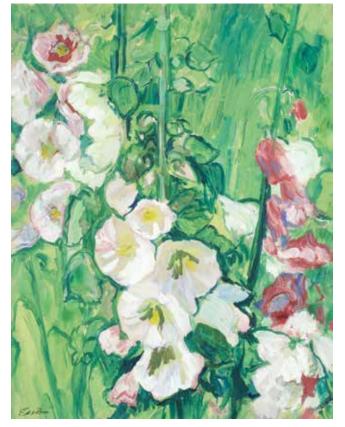
SIR JACOB EPSTEIN (BRITISH, 1880-1959)

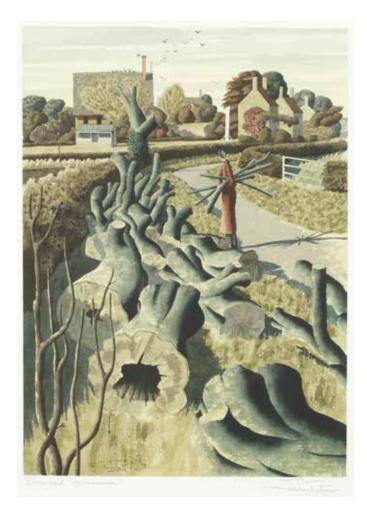
Hollyhocks signed 'Epstein.' (lower left) gouache 56.5 x 44.5cm (22 1/4 x 17 1/2in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

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





SIMON PALMER (BRITISH, BORN 1956)

Beached Sycamores signed 'Simon Palmer' (lower right); further signed, titled and dated 'Simon Palmer 94/'Beached Sycamores" (lower left) watercolour, gouache and pen and ink 51 x 36.5cm (20 1/16 x 14 3/8in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

With Alexander Gallery, Bristol, where acquired by the present owner Private Collection, U.K.

92

 93^{AR}

SIMON PALMER (BRITISH, BORN 1956)

The Rambler's Society Treasure Hunt, Clue 12

signed 'Simon Palmer' (lower right), titled "The Rambler's Society Treasure Hunt, Clue 12" (lower left)

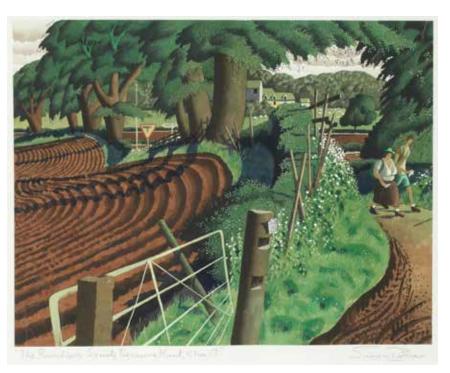
watercolour, gouache and pen and ink 36.5 x 45.5cm (14 3/8 x 17 15/16in).

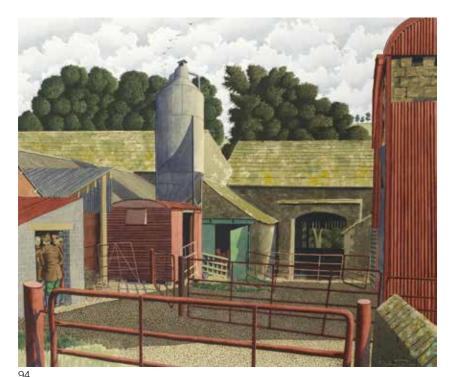
£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

With Alexander Gallery, Bristol, where acquired by the present owner, 7 November 1987

Private Collection, U.K.





$94 \, \mathrm{AR}$

SIMON PALMER (BRITISH, BORN 1956)

The Whitsun Spectators signed twice 'Simon Palmer' (lower right), titled "The Whitsun Spectators" (lower left) watercolour, pen and ink, gouache, chalk and pencil

73 x 86.5cm (28 3/4 x 34 1/16in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

With James Huntington-Whiteley, London Sale; Christie's, South Kensington, 15 July 2010, lot 131, where acquired by the present owner

Private Collection, U.K.

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95^{AR}

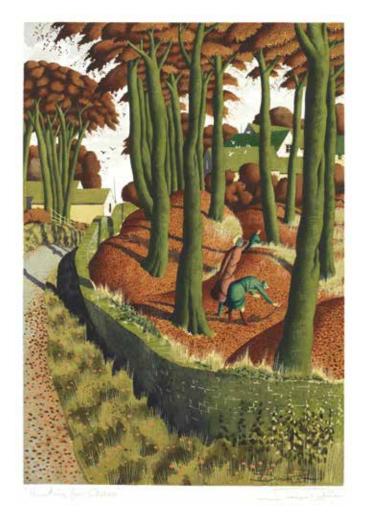
SIMON PALMER (BRITISH, BORN 1956)

Hunting for Cêpes signed twice 'Simon Palmer' (lower right), titled "Hunting for Cêpes" (lower left) watercolour, gouache and pen and ink 50.5 x 35cm (19 7/8 x 13 3/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

Sale; Bonhams, Knightsbridge, 4 Jun 2013, lot 68, where acquired by the previous owner, by whom gifted to the present owner Private Collection, U.K.



95



 $96^{\,\mathrm{AR}}$

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

Place de Republique, Evening Light signed 'Ken Howard. (lower right); titled and dated 'PLACE DE REPUBLIQUE EVENING LIGHT, July 2010' (on stretcher bar) oil on canvas 50.5 x 60.5cm (19 7/8 x 23 13/16in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

96

97^{AR}

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

The Louvre signed 'Ken Howard.' (lower right) oil on canvas $35 \times 45.5 cm (13\ 3/4 \times 17\ 15/16in)$.

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With New Ashgate Gallery, Farnham, where acquired by the present owner in the 1970s Private Collection, U.K.



 $98\,\mathrm{AR}$

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

Santorini signed 'Ken Howard' (lower right) oil on canvasboard 25 x 30cm (9 13/16 x 11 13/16in). Painted in June 2008

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

 $99\,\mathrm{AR}$

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

Villa i Tatti, Settignano signed with initials 'KH' (lower right) oil on board 20.5 x 25.5cm (8 1/16 x 10 1/16in).

£1,000 - 2,000 €1,100 - 2,300 US\$1,300 - 2,500

Provenance

Derek Hill, and thence by descent to the present owner

Exhibited

London, New Grafton Gallery, Ken Howard; Exhibition of 60 Paintings, 30 November 1978

100 AR

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

Cornish Seascape signed 'Ken Howard' (lower right) oil on canvasboard 20.5 x 25.5cm (8 1/16 x 10 1/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With Red Rag Gallery, Stow-on-the-Wold, where acquired by the family of the present owner, and thence by descent Private Collection. U.K.

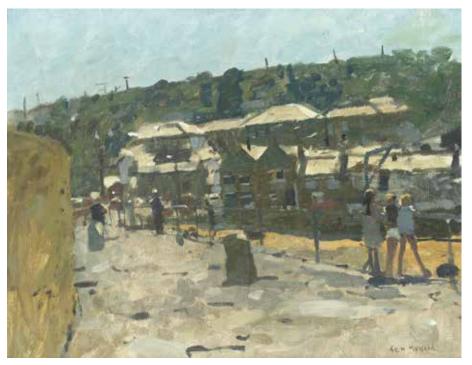


98



99





101 (one of two)



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

Mousehole signed 'Ken Howard.' (lower right) oil on canvas 41 x 51cm (16 1/8 x 20 1/16in). together with a further watercolour, *Mousehole*, by the same hand (2)

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

With Bankside Gallery, London, where acquired by the present owner, 1998-9 Private Collection, U.K.

102 AR

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

Interior at Oriel signed 'Ken Howard.' (lower right) oil on canvas 60.5 x 30.5cm (23 13/16 x 12in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800



103 (one of two)

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

Seated Model in Sculpture Studio oil on board 46 x 51cm (18 1/8 x 20 1/16in). together with a further oil painting of a standing male nude, by the same hand (unframed) (2)

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

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

104 AR

THEODORE MAJOR (BRITISH, 1908-1999)

Nude signed and dated 'MAJOR/1948' (on canvas verso) oil on canvas 63 x 52cm (24 13/16 x 20 1/2in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Exhibited

The Arts Council of Great Britain, *Some Lancashire Artists*, 1949-50, cat.no.25



104



105 ^{AR}

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

Danny & The Omani Coffee Pot signed 'Ken Howard.' (lower right) oil on canvas 76.5 x 64cm (30 1/8 x 25 3/16in).

£5,000 - 7,000 €5,600 - 7,900 US\$6,300 - 8,800

Provenance

With New Grafton Gallery, London, where acquired by the present owner, May 1993 Private Collection, U.K.

Exhibited

London, New Grafton Gallery, May 1993, cat. no.5

105

106 ^{AR}

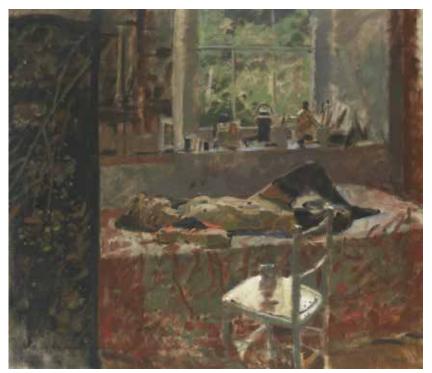
KEN HOWARD R.A. (BRITISH, BORN 1932)

Valerie Allongée signed 'Ken Howard' (lower right) oil on canvas 70 x 80cm (27 9/16 x 31 1/2in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

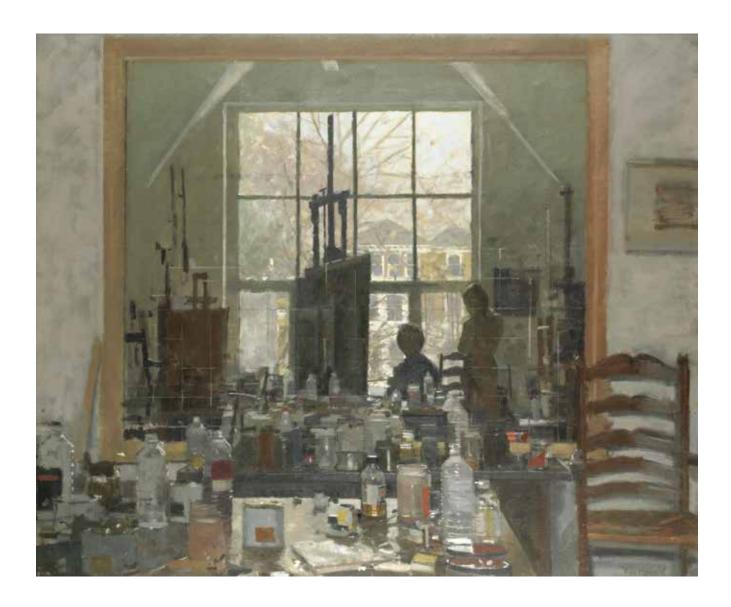
Provenance

The Artist, from whom acquired directly by the present owner, January 1993 Private Collection, U.K.



106

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.



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

The Mirror, South Bolton Gardens signed and dated 'Ken Howard 83' (lower right) oil on canvas 101.5 x 122cm (39 15/16 x 48 1/16in).

£8,000 - 12,000 €9,000 - 14,000 US\$10,000 - 15,000

Provenance

Commissioned from the Artist in 1983 by the family of the present owner, and thence by descent Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 28 May-28 August 1983, cat.no.738

Please note that this lot is offered with copies of letters from the Artist relating to the commission.



108 * AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

Morning, Lisbon signed with initials 'BD' (lower left); titled and dated 'MORNING, LISBON/4.91' (on board verso)

oil on board 39 x 45cm (15 3/8 x 17 11/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

Sale; Christie's, South Kensington, 12 October 2011, lot 66, where acquired by the present owner Private Collection, U.S.A.

Exhibited

London, Royal Academy of Arts, Summer Exhibition, 9 June-18 August 1991, cat. no.379 (as Morning Sun)

108

109 * AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

Nude in Front of a Window signed with initials 'BD' (lower left); titled and dated 'Nude in Front of a Window, Lichfield Rd/c. 1964/cleaned and retouched 1988 by B.D.' (on Artist's label attached to stretcher) oil on canvas 51.5 x 40cm (20 1/4 x 15 3/4in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With W.H.Patterson, London Sale; Christie's, South Kensington, 16 December 2009, lot 48, where acquired by the present owner Private Collection, U.S.A.



109



111 (one of two)

110 * AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

The Wardrobe Mirror signed with initials 'BD' (lower left); titled and dated 'THE WARDROBE MIRROR,/SUBIACO/11.77' (on board verso) oil on board 28 x 26cm (11 x 10 1/4in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

Sale; Christie's, London, 27 May 2010, lot 63, where acquired by the present owner Private Collection, U.S.A.

111 AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

Standing Nude, Interior signed twice with initials 'BD' (lower left) chalk $30 \times 27 cm \ (11 \ 13/16 \times 10 \ 5/8in)$. together with a further chalk drawing of a female nude, by the same hand (2)

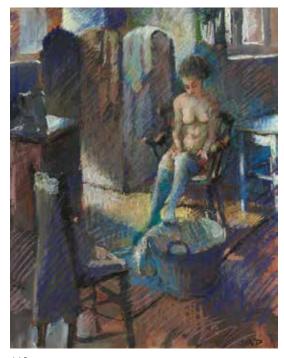
£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

112 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Dressing; Lady Reclining both signed with initials 'SEVD' (lower right) chalk, pastel and oil paint 53 x 43cm (20 7/8 x 16 15/16in), and smaller (2)

£1,200 - 1,800 €1,400 - 2,000 US\$1,500 - 2,300



112



112

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.







113 114 (one of two) 115 (one of two)

VICTOR PASMORE R.A. (BRITISH, 1908-1998)

Portrait of a Girl signed with initials 'VP' (lower right) pencil 23 x 16cm (9 1/16 x 6 5/16in). Executed circa 1950

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Dr. Bruce Laughton, 1988, thence by family descent Private Collection, U.K.

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).

114 ^{AR}

SIR WILLIAM COLDSTREAM (BRITISH, 1908-1987)

Seated Nude dated '27.6 78' (lower right) pencil 28 x 20cm (11 x 7 7/8in). together with a pen and ink study, Phoebe Poole (circa 1949), by the same hand (2)

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Dr Bruce Laughton, and thence by descent Private Collection, U.K.

Literature

Bruce Laughton, William Coldstream, Yale University Press, New Haven and London, 2004, (ill.b&w fig.92, p.187, Phoebe Poole)

115 AR

SIR WILLIAM COLDSTREAM (BRITISH, 1908-1987)

Nude Study for Standing Nude dated '1.6.77' (upper right) pencil 28 x 20cm (11 x 7 7/8in). together with two further pencil studies by the same hand, The Arena at Arles (1947) and Broken Bridges over the Arno at Pisa (1944) (2)

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Dr Bruce Laughton, and thence by descent Private Collection, U.K.

Literature

Bruce Laughton, *The Euston Road School:* A Study in Objective Painting, Scholar Press, Aldershot, 1986, (ill.b&w, fig.144, p.246, Broken Bridges over the Arno at Pisa) Bruce Laughton, William Coldstream, Yale University Press, New Haven and London, 2004, (ill.b&w, fig.147, p.285, Nude Study for 'Standing Nude'); (ill.b&w, fig.80, p.149, The Arena at Arles)

The present work is a study for the oil painting *Standing Nude (Jane Ford)*, 1977-8 (Private Collection).



EUAN UGLOW (BRITISH, 1932-2000)

Girl Tripping stamped and numbered 'AB 3/8' (on side) bronze with a black patina 26cm (10 1/4in) long

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

Dr Bruce Laughton, 1993 and thence by descent Private Collection, U.K.

117 AR

KARIN JONZEN (BRITISH, 1914-1998)

After Bathing bronze with a green patina 25.5cm (10 1/16in) high, excluding base

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by the present owner, 12th March 1984 Private Collection, U.K.





118

REGINALD BRILL (BRITISH, 1902-1974)

Lawn Bowls signed 'Reginald/Brill' (lower centre) pen and ink and charcoal $31 \times 24.5 cm$ (12 $3/16 \times 9$ 5/8 in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

With The Phoenix Gallery, Lavenham, where acquired by the family of the present owner *circa* the late 1970s or early 1980s, and thence by descent

Private Collection, U.K.



120

118 ^{AR}

RALPH BROWN R.A. (BRITISH, 1928-2013)

Marriage stamped with monogram (lower left) aluminium relief 84 x 45.5 x 5cm (45.5 x 33 1/16 x 1 15/16in)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900



119

120 AR

MERVYN PEAKE (BRITISH, 1911-1968)

Fuchsia Groan pen and ink and wash 27 x 20.5cm (10 5/8 x 8 1/16in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Gifted by the Artist to the family of the present owner in the 1950s, and thence by descent Private Collection, U.K.

Lady Fuchsia Groan is a character from Mervyn Peake's novels *Titus Groan* and *Gormenghast*. She is the daughter of Sepulchrave, 76th Earl of Groan and sister to Titus Groan.

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

Horse signed and dated 'Frink 80' (lower right) pencil 78.5 x 57.5cm (30 7/8 x 22 5/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

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

122 AR

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

Spinning Man (Bird Man) ink and wash 75.5 x 55.5cm (29 3/4 x 21 7/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With The Waddington Galleries, London, where acquired by Dr. Harry & Henriette Lehmann, New York, 8 March 1960 and thence by descent to the present owner Private Collection

Exhibited

Cumbria, Abbot Hall Art Gallery, *Elisabeth Frink: Fragility and Power*, 22 June-29 September 2019

The present work was inspired by the newspaper photograph of the first human in outer space, the Soviet cosmonaut Yuri Gagarin, getting out of the capsule of the *Vostok 1* in 1961.



121





TOM PHILLIPS C.B.E., R.A. (BRITISH, BORN 1937)

Virgil in his Study oil on canvas 86.5 x 67cm (34 1/16 x 26 3/8in). Painted in 1978

£5,000 - 7,000 €5,600 - 7,900 US\$6,300 - 8,800

Provenance

The Artist, from whom acquired directly by the present owner prior to 1992

Private Collection, U.K.

Exhibited

London, Dulwich Picture Gallery, *Drawing to a Conclusion: Tom Phillips at Dulwich Picture Gallery*, 5 November 1997-18 January 1998

Literature

Tom Phillips, *Dante's Inferno*, Thames and Hudson, London and New York, 1985, p.286, (col.ill. p.17)

Tom Phillips, Huston Paschal (intro.), *Tom Phillips, Works and Texts*, Thames and Hudson, London and New York, 1992, (col.ill. p.236)

The present work was painted to illustrate Canto II/1 in Phillips' translation of *Dante's Inferno*. Here, Phillips has depicted Virgil seated and poised over the Sixth Book of the Aeneid, symbolically chosen because it was the principal source for the *Inferno*. Behind him hang two swords, representing the epic endeavour of writing, with one belonging to Homer and the other to Virgil; the space left for a third, according to Phillips, is 'reserved for that of Dante' (Tom Phillips, *Dante's Inferno*, Thames and Hudson, London and New York, p.286). Elaborating on the picture, the Artist noted: 'This companion-piece to *Dante in his Study* shows Virgil in a similar room. The positions of the figure and the book derive also from Signorelli, but more remotely. Since no authoritative image of Virgil exists he is pictured without features. As with Dante the hands are my own and drawn from life.' (*libid.*, p.286).

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.

RORY BRESLIN (IRISH, BORN 1963)

The Guinness Mask signed and numbered '2/5/BRESLIN' (to the top) bronze with a green patina and stainless steel 74cm (29 1/8in) high, including base

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

The Guinness Mask is an interpretation of the keystone head - most likely a depiction of the agricultural deity Ceres, or the Greek equivalent Demeter - on the historic St. James Gate, which stands at the entrance to the Guinness brewery in Dublin. This enigmatic portrait of a youthful and confident woman, whose intense gaze evinces a determined character, is framed by waves of the ears of barley, symbolic of the making of ale. When Arthur Guinness initially leased St. James Gate in 1759, he brewed ale. It would be another ten years, on the 19th May 1769, before he exported his stout to England for the first time.

The St. James arch was built adjacent to the site of the original St. James Gate, the city's western customs house which lay just outside the medieval city of Dublin and was demolished in 1734. The site was traditionally the start of a pilgrimage to Santiago de Compostela and pilgrims from all over Ireland used to gather on this site to start the journey to Spain.





125 AR TP

BOB QUINN (IRISH, BORN 1948)

Tumbling signed and numbered 'B Quinn/3/9' (on top of base) bronze with a green patina 195.5cm (76 15/16), including base

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With Parvis, Lisburn, where acquired by the present owner, 3 October 2007 Private Collection, Northern Ireland



126 * AR

MICHAEL AYRTON (BRITISH, 1921-1975)

Mogador signed and dated 'michael ayrton .67.' (upper left) collage, oil and gouache on canvas

50.5 x 61cm (19 7/8 x 24in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

With Grosvenor Gallery, London, where acquired by the family of the present owner and thence by descent Private Collection, U.S.A.

126

127 AR

MICHAEL AYRTON (BRITISH, 1921-1975)

Mantic Figure bronze with a brown patina 38cm (14 15/16in) high Conceived in 1963

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Literature

Peter Cannon-Brookes, Michael Ayrton: An Illustrated Commentary, Birmingham Museums and Art Gallery, Birmingham, 1978, (col.ill. pl.178, p.101, another cast)



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.



MICHAEL AYRTON (BRITISH, 1921-1975)

February Into March signed and dated 'michael ayrton. April '66' (upper left); titled and dated "February into March'/'66" (on canvas verso) collage, acrylic, feathers, leaves, sand and wood chips on canvas 76 x 101.5cm (29 15/16 x 39 15/16in).

£6,000 - 8,000 €6,800 - 9,000 US\$7,500 - 10,000

Provenance

With Grosvenor Gallery, London, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.



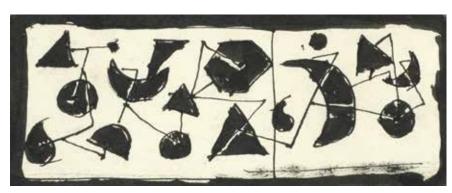
129

129 AR

BRYAN KNEALE R.A. (BRITISH, BORN 1930)

Child of the Universe signed and dated 'BRYAN KNEALE/1959' (lower right) oil on board 98.5 x 152.5cm (38 3/4 x 60 1/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800



130 AR

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

Study for a Lost Painting pen and ink 4.5 x 10.5cm (1 3/4 x 4 1/8in). Painted circa 1934

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

With Alexander Postan Fine Art, London



FREDERICK EDWARD MCWILLIAM (BRITISH, 1909-1992)

Reclining figure stamped with initials 'MCW' (on the upper back) bronze with a dark brown patina 35 cm. (13 3/4 in.) long Conceived in 1960 in an edition of 5

£5,000 - 7,000 €5,600 - 7,900 US\$6,300 - 8,800

Provenance

With The Waddington Galleries, London Private Collection, U.K.

Exhibited

London, The Waddington Galleries, F.E. McWilliam, 9 February-4 March 1961, cat.no.26 (another cast)
Antwerp, Open-Air Museum, 6th Biennale, 15 July-15 October 1961 (another cast)

Literature

Denise Ferran & Valerie Holman, *The Sculpture of F.E. McWilliam*, Lund Humphries in association with the Henry Moore Foundation, Farnham, 2012, p.131, cat.no.215 (ill.b&w, another cast) Roland Penrose, *McWilliam*, Alec Tiranti, London, 1964 (ill., another cast)

Please note that this lot is accompanied by a marble base.

132 AF

JOHN HOSKIN (BRITISH, 1921-1990)

Small Bird mild steel 23.5cm (9 1/4in) high, excluding base Executed in 1959, the present work is unique

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

With New Art Centre, Salisbury, where acquired by the present owner, 12 April 1997 Private Collection, U.K.

Please note that this lot is offered with a copy of the New Art Centre receipt.





133

Elliott-

133 AR

ALAN REYNOLDS (BRITISH, 1926-2014)

Composition with Black, Brown and Blue signed and dated 'Reynolds 53.' (upper right) watercolour and ink 12.5 x 21.5cm (4 15/16 x 8 7/16in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

Acquired by the family of the present owner *circa* the 1960s, and thence by descent Private Collection, U.K.

13/

ROBIN ALEXANDER ELLIOTT (BRITISH, BORN 1936)

The Hawk Hovers Above The Sparrow Barn signed 'Elliott.' (lower right); further signed, titled and dated 'THE HAWK HOVERS ABOVE THE/SPARROW BARN./ROBIN. ALEXANDER.ELLIOTT./2019' (on canvas verso) oil on canvas

76.5 x 102cm (30 1/8 x 40 3/16in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Born in London in 1936. Elliott trained at Sidcup School of Art between 1951-6, studying under Frank Auerbach and Jack Smith, among others. After National Service at Catterick Camp in Yorkshire, he worked as a freelance illustrator, before having his first solo exhibition at the Hammond Lloyd Gallery, London. Nature and the British landscape serve as key sources of inspiration for his work, which has also been informed by travels in Europe and America, and five years spent living in the hills of Cerro e Alcaria, Portgual. In the present work, the spiky forms of leaves and trees can be read as following in the British neo-romantic tradition, with the rhythmic structure of the composition showing the influence of Alan Reynold's landscape paintings.

134

DESMOND MORRIS (BRITISH, BORN 1928)

Family Matters signed with monogram and dated '15' (lower right); further signed with monogram and dated '6 Dec 2015' (on sheet verso) acrylic, gouache and pen and ink 29.5 x 42cm (11 5/8 x 16 9/16in). (unframed)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

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

136 AR

DESMOND MORRIS (BRITISH, BORN 1928)

Waiting Figure signed with monogram and dated '88' (lower left); further inscribed and dated '78 June 6-88' (on sheet verso) oil, ink and watercolour 29.5 x 21cm (11 5/8 x 8 1/4in). (unframed)

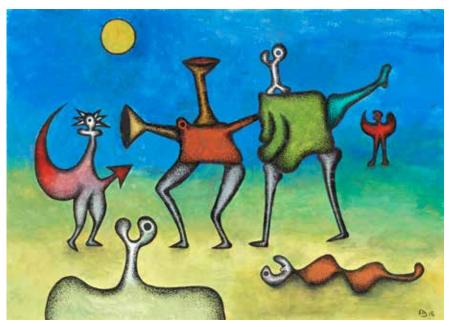
£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

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

Literature

Silvano Levy, Desmond Morris: Analytical Catalogue Raisonné 1944-2000, Petraco-Pandora, Antwerp, 2001, cat.no.1988/78, (col.ill.p.334)



135





137



137 AR

JOHN MINTON (BRITISH, 1917-1957)

Fields watercolour and pen and ink 27 x 37cm (10 5/8 x 14 9/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

We are grateful to Frances Spalding for her assistance in cataloguing this lot.

138 AR

JOHN MINTON (BRITISH, 1917-1957)

Seated Girl pencil 35 x 26cm (13 3/4 x 10 1/4in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Acquired directly from the Artist by the family of the present owner, and thence by descent Private Collection, U.K.

139 No lot

KEITH VAUGHAN (BRITISH, 1912-1977)

Figure and Peartree signed 'Keith Vaughan' (lower right) gouache, ink and pen and ink 14.5 x 11.5cm (5 11/16 x 4 1/2in). Painted in 1950

£2.500 - 3.500 €2.800 - 3,900 US\$3,100 - 4,400

Provenance

With Mercury Gallery, London, where acquired by the present owner, 23 March 1970 Private Collection, U.K.

During the late 1940s and early 1950s Vaughan painted several major oil paintings featuring figures in orchards, often gathering pears (see In the Orchard, 1946, Pear Tree Bathers (original version) . 1948 and Man Gathering Fruit, 1948). He also made several still life paintings of pears (see Two Pears, 1947/8, Pomegranate and Pear, 1948, Yellow Pears, 1948 and Still Life with Pears, 1949). The fruit represented summertime and raw, succulent nature, and the gathering of it marked the passing seasons.

Rather than a study for a painting, this particular gouache was most probably made as an illustration, one of many for graphic projects that Vaughan was working on around this time. Painted in pear-like greens and yellows, Figure and Pear Tree evokes the colour and flavour of the fruit and conjures up a sense of summer. The overhanging branch echoes the figure's upraised arm and the formal blocks of colours suggest, rather than represent, the fruit trees of an orchard.

The mix of gouache and ink was one of Vaughan's favourite combinations. This stemmed from having been a commercial artist in the 1930s and, during the war he was forced by rationing and army conditions, to abandon oil painting. Nevertheless he could tease out of these simple materials highly evocative scenes. More than any other British artist Vaughan was responsible for developing the use of gouache away from the designer's studio and using it as an eloquent and expressive medium in painting.

We are grateful to Gerard Hastings, whose forthcoming book Keith Vaughan: The Graphic Art, will be published later this year by Pagham Press in association with the Keith Vaughan Society, for compiling this catalogue entry.

141 AR

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

Study for Hatching I signed with initials and dated 'GS 77' (upper right) pen and ink, ink wash, gouache and pencil 38.5 x 31cm (15 3/16 x 12 3/16in). together with a print for which the present work is the original drawing, Hatching I, etching with aquatint printed in colours, 1977, on wove, signed and inscribed 'HC 5/20' in pencil, an hors commerce impression aside from the numbered edition of 80, printed by 2RC Studio, Rome, and co-published by Marlborough Fine Art Ltd, London and 2RC Editrice, Rome, with full margins, 400 x 315mm (15 3/4 x 12 3/8in) (PL)

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

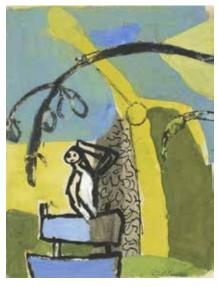
Provenance

Sale; Christie's, London, 25 September 1992, lot 146, where acquired by the present owner (Study for Hatching I) With Marlborough Graphics, London, where acquired by the present owner, 28 May 2004 (Hatching I) Private Collection, U.K.

Literature

Roberto Tassi, Graham Sutherland: Complete Graphic Work, Thames and Hudson, London, 1978, cat.no.180, (col.ill., Hatching I)

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.

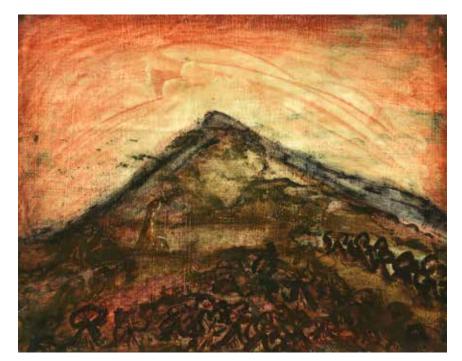


140



141





142

CECIL COLLINS (BRITISH, 1908-1989)

Figure and Landscape, Dawn signed and dated 'Cecil Collins/1970' (lower right)

oil on board

18 x 23cm (7 1/16 x 9 1/16in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

Acquired by Robin and Sylvia Skelton in 1970, and thence by descent to the present owner

Private Collection, Canada

Robin and Sylvia Skelton were prominent figures in both the literary and art scenes of Victoria, Canada, emigrating there in 1963. As Professor of English at the University of Victoria, and later Founder Chairman of the Department of Creative Writing, Robin Skelton was predominantly known as a poet, critic and editor. The couple were both active in the The Limner Art Group in Victoria, for which Sylvia was the society's secretary and archivist. Together they amassed an impressive art collection, including works by Irish artists such as Jack Butler Yeats and contemporary Canadian artists.

143 AR

TRISTRAM HILLIER R.A. (BRITISH, 1905-1983)

Il Quarto di Litro signed 'Hillier' (lower right) oil on board 26 x 18cm (10 1/4 x 7 1/16in). Painted in 1966

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

With Arthur Tooth & Sons, London, where acquired by the family of the present owner, 26 May 1967 and thence by descent Private Collection, U.K.

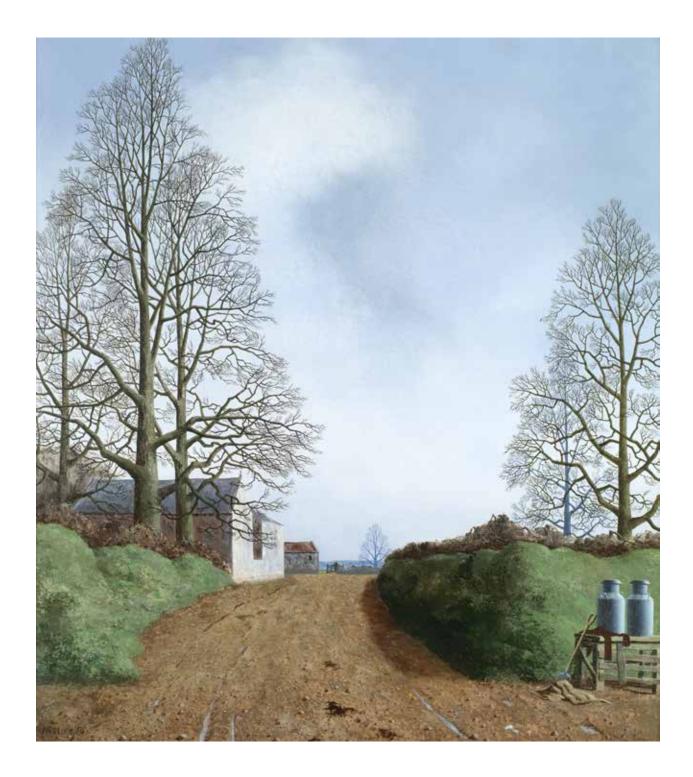
Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 29 April-30 July 1967, cat.no.389 London, Arthur Tooth & Sons, *Tristram Hillier*, 26 March-20 April 1968, cat.no.1, (ill.b&w.)

Please note that this lot is offered with a copy of the 1968 Arthur Tooth & Sons exhibition catalogue and the original purchase receipt.



143



TRISTRAM HILLIER R.A. (BRITISH, 1905-1983)

Somerset Lane signed and dated 'Hillier '54.' (lower left) oil on canvas 70 x 62.5cm (27 9/16 x 24 5/8in).

£7,000 - 10,000 €7,900 - 11,000 US\$8,800 - 13,000

With Arthur Tooth & Sons, London, where acquired by the family of the present owner in 1955, and thence by descent Private Collection, U.K.

Exhibited

Bradford, Bradford Art Gallery and Museum, A Timeless Journey, 11 June-31 July 1983, cat.no.48; this exhibition travelled to London, Royal Academy of Arts, 13 August-18 September; Hull, Ferens Art Gallery, 24 September-30 October and Preston, Harris Museum and Art Gallery, 19 November-17 December 1983



145

145 AR

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

Moonlight

signed with initials 'DT' (lower right); further signed, titled, dated and inscribed 'David Tindle 84-5/"Moonlight"/Egg Tempera.' (on board verso)

tempera on board

66 x 81.5cm (26 x 32 1/16in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

With Fischer Fine Art, London With Galerie XX, Hamburg Sale; Bonhams, Knightsbridge, 24 May 2005, lot 9 With Messum's, London, where acquired by the present owner *circa*

Private Collection, U.K.

146 * AR

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

Portrait of a Chair signed with initials 'DT' (lower right); also signed and dated 'David Tindle 79' (on board verso) tempera on board 29.5 x 25cm (11 5/8 x 9 13/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With The Piccadilly Gallery, London, where acquired by the family of the present owner, and thence by descent Private Collection, U.S.A.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 19 May-12 August 1979, cat.no.10 London, The Piccadilly Gallery, *David Tindle*, 16 October-10 November 1979, cat.no.29



147



146

147 * AR

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

Large Egg

signed with initials 'DT' (lower right); further signed, titled and dated 'DAVID TINDLE 1976./LARGE EGG' (on backboard) tempera on board

35.5 x 36.5cm (14 x 14 3/8in).

£1,200 - 1,800 €1,400 - 2,000 US\$1,500 - 2,300

Provenance

With The Piccadilly Gallery, London, where acquired by the family of the present owner, and thence by descent Private Collection, U.S.A.

Exhibited

London, The Piccadilly Gallery, *David Tindle*, 16 October-10 November 1979, cat.no.1

SIR NOËL COWARD (BRITISH, 1899-1973)

Workmen Building Swimming-Pool at Blue Harbour gouache and pencil 59 x 44cm (23 1/4 x 17 5/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With Music Theatre Gallery, London Private Collection, U.K.

Literature

Sheridan Morley, *Out in the Midday Sun:*The Paintings of Noel Coward, Phaidon and Christie's Limited, Oxford, 1998, (col.ill. p.55)

149 ^{AR}

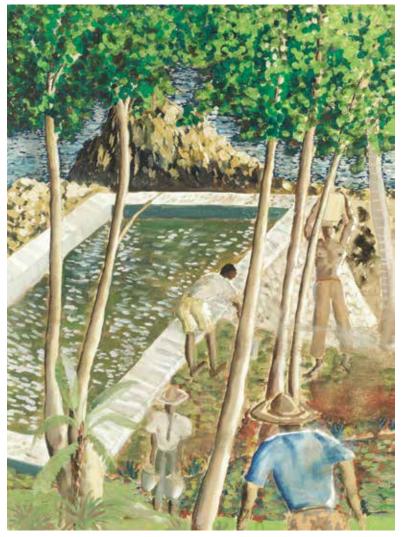
SIR ROGER DE GREY, P.R.A. (BRITISH, 1918-1995)

Green Landscape signed 'de G.' (lower right) oil on canvas 63.5 x 76cm (25 x 29 15/16in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

The Artist, from whom acquired directly by the family of the present owner *circa* the 1980s
Private Collection, U.K.



148





SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

By the Piano signed with initials 'SEVD' (lower right) oil on board 53 x 34cm (20 7/8 x 13 3/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With Park Lane Fine Arts, Ashtead, where acquired by the present owner Private Collection, U.K.

150

151 ^{AR}

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Lyme Regis signed with initials 'SEVD' (lower right) oil on board 14 x 22cm (5 1/2 x 8 11/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800





152

152 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Regatta signed with initials 'SD' (lower right) oil on canvas 50.5 x 66cm (19 7/8 x 26in).

£5,000 - 7,000 €5,600 - 7,900 US\$6,300 - 8,800

153 ^{AR}

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Children on the Beach signed with initials 'SEVD' (lower right) oil on card 51 x 40cm (20 1/16 x 15 3/4in). (unframed)

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300



BERYL COOK (BRITISH, 1926-2008)

Hips and Chips signed 'B.Cook' (lower right) oil on board 60.5 x 76cm (23 13/16 x 29 15/16in).

£12,000 - 18,000 €14,000 - 20,000 US\$15,000 - 23,000

Provenance

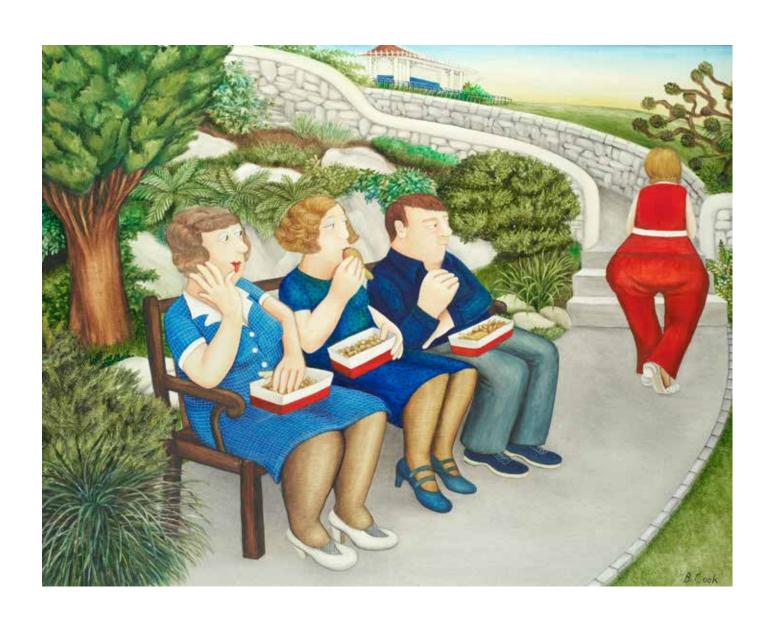
The Artist, from whom acquired directly by the present owner in the 1970s

Private Collection, U.K.

Literature

Beryl Cook, *The Works*, John Murray Ltd and Gallery Five Ltd, London, 1978, (coll.ill.)
Beryl Cook and Joe Whitlock Blundell (ed.), *Beryl Cook: The Bumper Edition*, Victor Gollancz, London, 2000, (col.ill. p.48-9)

'In summer the Hoe is crowded with people eating takeaways and dropping the cartons all over the place, and for some time I had been thinking of painting them; the large lady was just right to complete the picture.' Beryl Cook, quoted in Beryl Cook and Joe Whitlock Blundell (ed.), *Beryl Cook: The Bumper Edition*, Victor Gollancz, London, 2000, p.49.



BERYL COOK (BRITISH, 1926-2008)

Bowling signed 'B.Cook' (lower right) oil on board 60 x 60cm (23 5/8 x 23 5/8in).

£12,000 - 18,000 €14,000 - 20,000 US\$15,000 - 23,000

Provenance

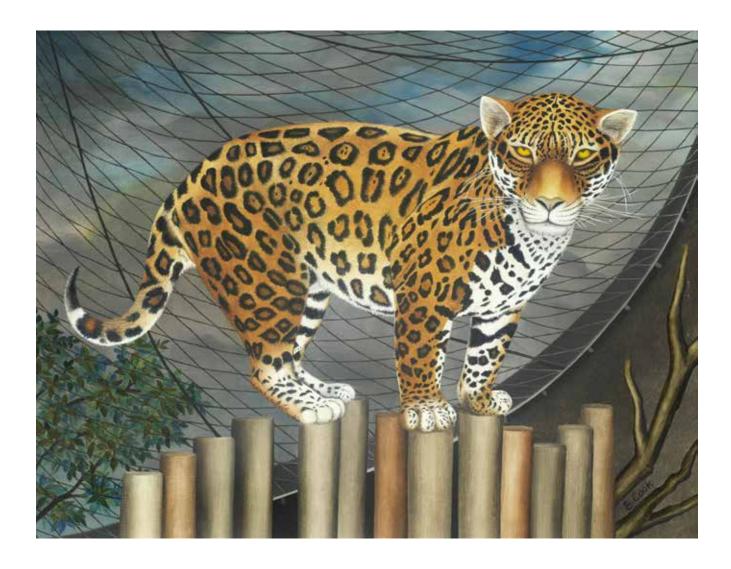
The Artist, from whom acquired directly by the present owner in the 1970s
Private Collection, U.K.

Literature

Beryl Cook, *The Works*, John Murray Ltd. and Gallery Five Ltd, London, 1978, (coll.ill. back cover and acknowledgements page) Beryl Cook and Joe Whitlock Blundell (ed.), *Beryl Cook: The Bumper Edition*, Victor Gollancz, London, 2000, (col.ill. p.229)

The present lot was painted especially for the back cover illustration for the first book *The Works*, published in 1978.





BERYL COOK (BRITISH, 1926-2008)

The Jaguar signed 'B. Cook' (lower right) oil on board 45 x 57cm (17 11/16 x 22 7/16in). Painted in 1987

£7,000 - 10,000 €7,900 - 11,000 US\$8,800 - 13,000

Provenance

With Portal Gallery, London, where acquired by the present owner, 5 July 1988 Private Collection, U.K.

Literature

Beryl Cook, *Beryl Cook's London*, John Murray Ltd. and Gallery Five Ltd, London, 1988, (coll.ill.)
Beryl Cook and Joe Whitlock Blundell (ed.), *Beryl Cook: The Bumper Edition*, Victor Gollancz, London, 2000, (col.ill. p.254)

'As his fur was so especially lustrous, I decided to paint the jaguar, and set him against a suitably wintry sky.'

Beryl Cook, quoted in Beryl Cook and Joe Whitlock Blundell (ed.), *Beryl Cook: The Bumper Edition*, Victor Gollancz, London, 2000, p.254.



157 * AR

DAVID SHEPHERD C.B.E. (BRITISH, 1931-2017)

White Tiger of Rewa oil on canvas 43.5 x 74cm (17 1/8 x 29 1/8in).

£12,000 - 18,000 €14,000 - 20,000 US\$15,000 - 23,000

Provenance

The Artist, from whom acquired directly by the present owner, 4 February 2003
Private Collection, Australia



158

SIMEON STAFFORD (BRITISH, BORN 1956)

St Michael's Mount signed 'SIMEON' (lower left); further signed, titled and dated 'SIMEON 13.71 ST Michaels Mount' (on stretcher bar), also inscribed with a cartoon of St Michael's Mount and two boats (on canvas verso) oil on canvas 76 x 101.5cm (29 15/16 x 39 15/16in). (unframed)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

159 AR

SIMEON STAFFORD (BRITISH, BORN 1956)

Light Rain, Piccadilly, London signed 'SIMEON' (lower right); further signed, titled and dated ''Light RAIN, Piccadilly'/London/18/9/10/18/10/1/SIMEON' (on canvas verso) oil on canvas 90 x 90cm (35 7/16 x 35 7/16in). (unframed)

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500



159



160 AR

FRED YATES (BRITISH, 1922-2008)

Mediterranean Bay Scene signed 'Fred J Yates' (lower left) watercolour 64 x 100cm (25 3/16 x 39 3/8in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

LINDA WEIR (BRITISH, BORN 1951)

Boats in the Harbour, St Ives signed with initials and dated 'LW/'18' (lower right) oil on canvas 60 x 97cm (23 5/8 x 38 3/16in). (unframed)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900



162

163 AR

LINDA WEIR (BRITISH, BORN 1951)

Men Coming Home St Ives Harbour June 08 signed with initials and dated 'LW 08' (on blue boat), further signed with initials and dated 'LW 08' (lower right); titled 'Men Coming Home St Ives Harbour/June 08' (on backboard) oil and ball-point pen on canvas

oil and ball-point pen on canva 35.5 x 46cm (14 x 18 1/8in).

£700 - 1,000 €790 - 1,100 US\$880 - 1,300



161

162 AR

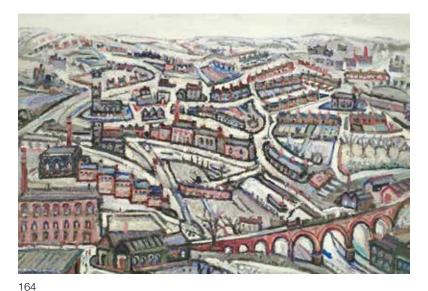
LINDA WEIR (BRITISH, BORN 1951)

From Seabirds House in March '14 signed with initials and dated '14/LW' (lower right); further signed, titled and dated 'From Seabirds House in March '14/Linda Weir. St Ives. '14' (on backboard) oil on canvasboard 61 x 45.5cm (24 x 17 15/16in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500



163



164 ^{AR}

FRED YATES (BRITISH, 1922-2008)

Landscape with Viaduct signed 'FRED YATES' (lower right) oil on board 63.5 x 94cm (25 x 37in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

165 AR

FRED YATES (BRITISH, 1922-2008)

The Park, Geneva signed 'FRED/YATES' (lower right) oil on canvas 40 x 50cm (15 3/4 x 19 11/16in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

With Galerie Eric Franck, Geneva With Island Fine Arts Ltd, Isle of Wight, where acquired by the present owner, 16 February 2006 Private Collection, U.K.



165



166 AR

FRED YATES (BRITISH, 1922-2008)

Windy Day, Brighton signed 'FRED YATES' (lower right) oil on board 22.5 x 38.5cm (8 7/8 x 15 3/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

FRED YATES (BRITISH, 1922-2008)

Street Scene at Night signed 'FRED/YATES' (lower right); stamped twice with studio stamp (on canvas verso and stretcher bar) oil on canvas 60 x 60cm (23 5/8 x 23 5/8in).

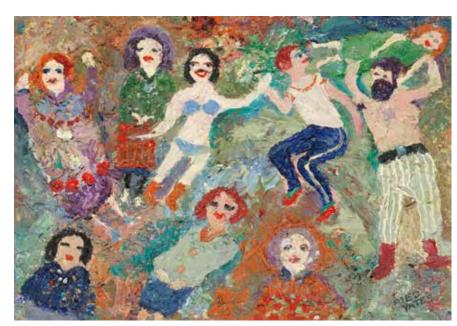
£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

The Artist's Studio Sale, Artcurial, Paris, 31 March 2014, lot 208, where acquired by the present owner Private Collection, U.K.



167



168 AR

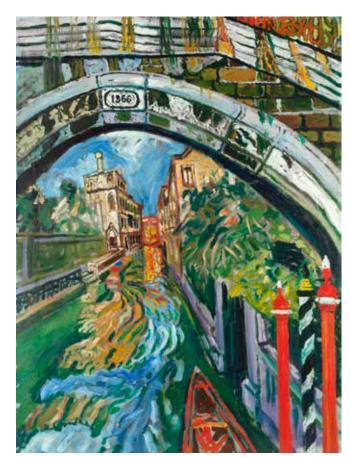
FRED YATES (BRITISH, 1922-2008)

People of the Theatre signed 'FRED/YATES' (lower right) oil on board 25 x 35cm (9 13/16 x 13 3/4in). Painted in November 1999

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With John Martin Gallery, London



169

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

Reflections of Church and Small Bridge signed 'BRATBY' (upper right) oil on canvas 121.5 x 66cm (47 13/16 x 26in). (unframed)

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With Southgate Gallery, Moreton-in-Marsh, where acquired by the present owner Private Collection, U.K.

169 ^{AR}

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

Lazy Back Canal and Arch and Gondola in Venice signed 'JOHN Bratby' (upper right) oil on canvas 91.5 x 121.5cm (36 x 47 13/16in).

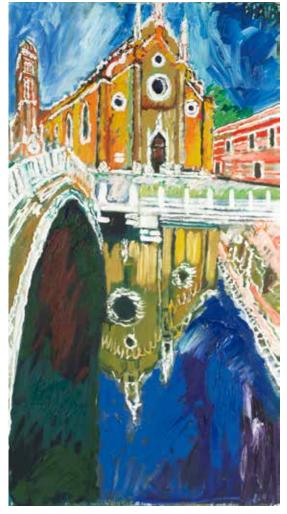
£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With Royal Academy of Arts, London, where acquired by the present owner in 1989 Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, Summer Exhibition, 10 June-20 August 1989, cat.no.901



170



171 ^{AR}

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

Gondola, Venice signed 'BRATBY' (upper right) oil on canvas 114 x 89cm (44 7/8 x 35 1/16in). (unframed)

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With Southgate Gallery, Moreton-in-Marsh, where acquired by the present owner Private Collection, U.K.

171

172 AR

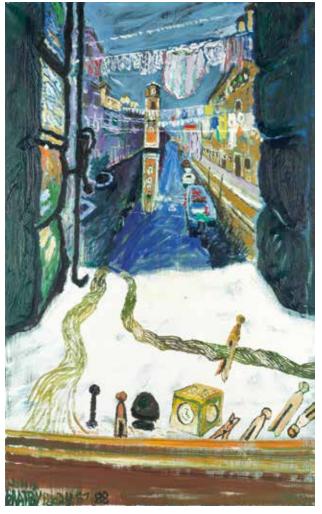
JOHN BRATBY R.A. (BRITISH, 1928-1992)

Venice Canal signed and dated 'John/BRATBY Dec 24 87 88' (lower left) oil on canvas 122 x 76cm (48 1/16 x 29 15/16in). (unframed)

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With Southgate Gallery, Moreton-in-Marsh, where acquired by the present owner Private Collection, U.K.



172

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

The Peeled Orange signed and dated 'Fedden 1961' (lower right); further signed and titled 'The Peeled Orange/Mary Fedden' (on Artist's label attached to canvas verso) oil on canvas 76 x 61cm (29 15/16 x 24in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 25,000

Provenance

With Abbott & Holder, London, where acquired by the present owner, *circa* 1970
Private Collection, U.K.



174 ^{AR}

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

Fruit Bowl signed and dated 'Fedden 1966' (lower right) oil on board 60.5 x 76cm (23 13/16 x 29 15/16in).

£12,000 - 18,000 €14,000 - 20,000 US\$15,000 - 23,000

Provenance

With Abbott & Holder, London, where acquired by the present owner, circa 1970
Private Collection, U.K.





175

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

A Windy Day at the Beach signed and dated 'Fedden 1976' (lower right) gouache 20 x 15.5cm (7 7/8 x 6 1/8in).

£1,200 - 1,800 €1,400 - 2,000 US\$1,500 - 2,300

Provenance

Gifted to the present owner by the previous owner $\it circa~1994$ Private Collection, U.K.



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

Still Life with Cows Through a Window signed and dated 'Fedden 1974' (lower left); inscribed 'For dear Jo + Michael/with inexpressible gratitude/+ love, Mary/February 26th 1974' (on Artist's label attached to backboard) pencil, watercolour and gouache 74.5 x 54cm (29 5/16 x 21 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

The Artist, by whom gifted to the previous owner, 1974 With Bebb Fine Art, Shropshire, where acquired by the present owner

Private Collection, U.K.



176



177 AF

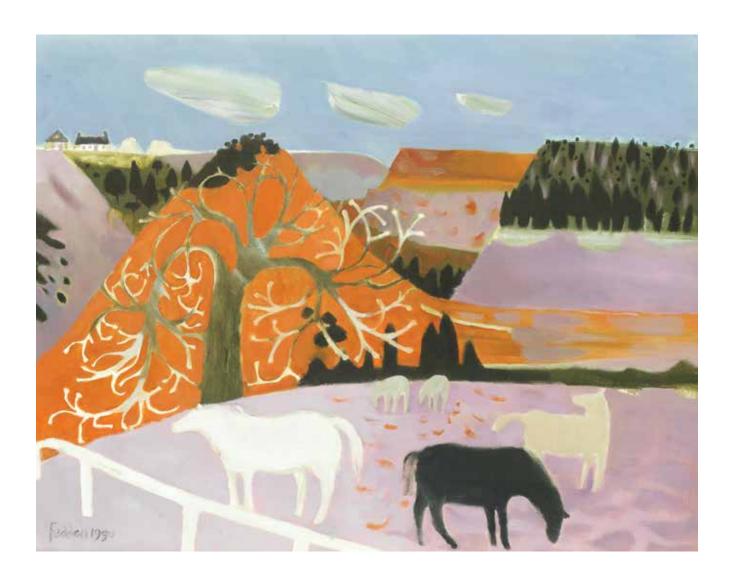
MARY FEDDEN R.A. (BRITISH, 1915-2012)

Figures with Boat, Gozo signed and dated 'Fedden 1975' (lower right) pencil 20.5 x 28cm (8 1/16 x 11in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Gifted by the Artist to the present owner in 1990 Private Collection, U.K.



178 ^{AR}

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

Yorkshire Ponies signed and dated 'Fedden 1990' (lower left); further signed, titled and inscribed '29 Mary Fedden/Yorkshire Ponies' (on Artist's label attached to stretcher bar) oil on canvas 61 x 76cm (24 x 29 15/16in).

£8,000 - 12,000 €9,000 - 14,000 US\$10,000 - 15,000

Provenance

With Fosse Gallery, Stow-on-the-Wold, where acquired by the previous owner in 1991
Acquired from the above by the present owner



179 ^{AR}

MARY NEWCOMB (BRITISH, 1922-2008)

Redwing with Disturbed Feather incised with date '77' (lower right); signed, titled and dated 'Redwing with disturbed/feather/Mary Newcomb/77' (on board verso) oil on board 29 x 30cm (11 7/16 x 11 13/16in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

179

180 ^{AR}

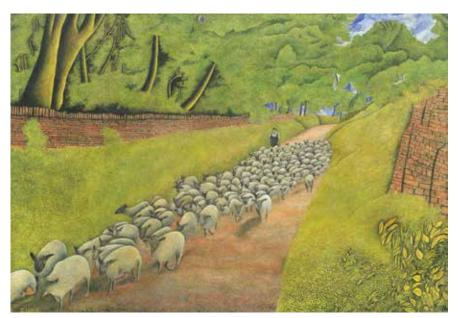
JAMES LLOYD (BRITISH, 1905-1974)

Herding Sheep signed 'J.LLOYD.' (lower left) gouache 35 x 50cm (13 3/4 x 19 11/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

Acquired by the family of the present owner in the 1960s, and thence by descent Private Collection, U.K.



















EDWARD BAWDEN R.A. (BRITISH, 1903-1989)

A set of eight pen and ink illustrations of cats comprising Nurse Cat With Nine Lives; Mum Cat With Nine Lives; Dandy Boy Cat; House Proud Mum Cat; Captain of the Team Cat; Secretary Cat; Hot Cat and White Collar Worker Cat each signed 'Edward Bawden' and variously titled (lower right) pen and ink seven 38.5 x 27cm (15 3/16 x 10 5/8in), the eighth 27 x 22cm (10 5/8 x 8 11/16in) (8) (unframed)

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500









182 AR

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Waxwing

signed and numbered 'Dashwood 10/12' (on side of base), inscribed 'P.E.' (on underside of base) bronze with a red patina 14cm (5 1/2in) high

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With Sladmore Contemporary, London, where acquired by the present owner Private Collection, the Netherlands

183 AR

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Nuthatch signed and numbered 'Dashwood 12/15', and stamped 'PE' (on back of base) bronze with a blue patina 13cm (5 1/8in) high

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

184 ^{AR}

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Wrer

signed and number 'Dashwood 16/24' and stamped 'PE' (on underside of base) bronze with a green patina 8cm (3 1/8in) high

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

185 ^{AR}

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Bullfinch

signed and inscribed 'Dashwood AC' (on base) bronze with a red and green patina 11cm (4 5/16in) high

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

With Sladmore Contemporary, London, where acquired by the present owner in 1998
Private Collection, the Netherlands



186 ^{AR}

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Tern

signed and numbered 'Dashwood 3/12' (on underside) bronze with a black and grey patina 26cm (10 1/4in) long

£1,800 - 2,500 €2,000 - 2,800 US\$2,300 - 3,100

Provenance

Sale; Christie's, South Kensington, 5 June 1997, lot 624, where acquired by the present owner Private Collection, the Netherlands

187 AR

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Starling signed and numbered 'Dashwood 5/12' (on branch) bronze with a green patina 28.5cm (11 1/4in) high

£1,500 - 2,500 €1,700 - 2,800 US\$1,900 - 3,100

188 ^{AR}

GEOFFREY DASHWOOD (BRITISH, BORN 1947)

Sunbathing Blackbird signed and numbered 'Dashwood 8/12' (on underside) bronze with a black patina 33cm (13in) wide

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

With Sladmore Contemporary, London, where acquired by the present owner Private Collection, the Netherlands







189



190



191

189 AR

DORA HOLZHANDLER (BRITISH, 1928-2015)

Mother and Children in Garden signed 'DORA HOLZHANDLER' (lower centre) oil on canvas 107.5 x 71.5cm (42 5/16 x 28 1/8in). Painted in 1999

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With Piano Nobile, London, 5 September 2006

190 Al

DORA HOLZHANDLER (BRITISH, 1928-2015)

Lovers and Dancers in Spring signed and dated 'DORA HOLZHANDLER 2001' (lower right); further signed, titled and dated 'Lovers and Dancers in Spring/Dora Holzhandler 2001' (on canvas verso) oil on canvas 86.5 x 86.5cm (34 1/16 x 34 1/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With Piano Nobile, London, 24 October 2001

191 AR

DORA HOLZHANDLER (BRITISH, 1928-2015)

The Embrace signed and dated 'DORA HOLZHANDLER 1967' (lower centre) oil on canvas 45.5 x 76.5cm (17 15/16 x 30 1/8in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Acquired by the family of the present owner *circa* the 1970s, and thence by descent Private Collection, U.K.

EDWARD WOLFE (SOUTH AFRICAN/BRITISH, 1897-1982)

Portrait of a Woman acrylic and felt-tip pen on paper 66 x 57cm (26 x 22 7/16in).

£1,200 - 1,800 €1,400 - 2,000 US\$1,500 - 2,300

Provenance

Private Collection, U.K., from whom acquired by the present owner in 2009 $\,$

Private Collection, U.K.

193 ^{AR}

ORLANDA BROOM (BRITISH, BORN 1974)

Me, Henri & Lingzhi signed, dated and titled "Me, Henri & Lingzhi"/Orlanda Broom 2014' (on canvas verso) acrylic and resin on canvas 77 x 166.5cm (30 5/16 x 65 9/16in). together with a further smaller painting of flowers by the same hand (unframed) (2)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

The Artist, from whom acquired directly by the present owner in 2015 Private Collection, U.K.

Please note that this lot is offered with a certificate of authenticity by the Artist.

194 ^{AR}

LIONEL BULMER (BRITISH, 1919-1992)

Interior With Yellow Cat titled 'INTERIOR WITH/YELLOW CAT' (on canvasboard verso) oil and pencil on canvasboard 76 x 101.5cm (29 15/16 x 39 15/16in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

Sale; Bonhams, Oxford, 17 November 2010, lot 202 Private Collection, U.K.





193 (one of two)



194



195

196 AR

ROBERT O. LENKIEWICZ (BRITISH, 1941-2002)

Esther in Purple signed twice and inscribed 'R.O.Lenkiewicz/PAINTER WITH WOMEN/PROJECT I/Study/E. Dallaway/ST. ANTONY/ theme/"Daemon" Series/R.O.Lenkiewicz' (on panel verso) oil on panel 77 x 65cm (30 5/16 x 25 9/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300



197

195 AR

ROBERT O. LENKIEWICZ (BRITISH, 1941-2002)

The Painter with Esther signed twice and inscribed 'R.O.Lenkiewicz/"DAEMON" STUDY/St. Antony theme-/Painter with women/"Observations on the theme/of the Double."/PROJECT 18/R.O.Lenkiewicz' (on panel verso) oil on panel 86 x 68.5cm (33 7/8 x 26 15/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300



196

107 AR

ROBERT O. LENKIEWICZ (BRITISH, 1941-2002)

Esther with Rag oil on board 47 x 37cm (18 1/2 x 14 9/16in).

£2,000 - 3,000 €2,300 - 3,400 U\$\$2,500 - 3,800

198 ^{AR}

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

Self-Portrait with Man signed 'John BRATBY' (lower left), inscribed 'NOVA/KING' (upper centre) and 'phrenetic' (upper right) oil on canvas 111.5 x 86.5cm (43 7/8 x 34 1/16in). (unframed)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900



199



198

199 ^{AR}

JOHN STANTON WARD R.A. (BRITISH, 1917-2007)

Kate Takes Tea dated 'Jan 97' (upper left) oil on canvas 61 x 51cm (24 x 20 1/16in).

£1,200 - 1,800 €1,400 - 2,000 US\$1,500 - 2,300

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 1 June-10 August 1997, cat.no.676



RICHARD ADAMS (BRITISH, BORN 1960)

The Kitchen signed and dated 'Richard Adams 2004' (centre right) pastel 52.5 x 74.5cm (20 11/16 x 29 5/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With Brian Sinfield, Burford



200



201

202 * AR

RONNIE COPAS (BRITISH, 1936-2017)

The Cider Tasters signed and dated 'COPAS-85' (lower left) tempera on panel 42 x 35cm (16 9/16 x 13 3/4in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

With Portal Gallery, London, where acquired by the family of the present owner, and thence by descent Private Collection, U.S.A.



203

201 * AR

ERIC HOLT (BRITISH, 1944-1997)

Fishermen at Dungeness signed and dated 'ES HOLT.76' (lower right) tempera on board 30 x 21.5cm (11 13/16 x 8 7/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With The Piccadilly Gallery, London, where acquired by the family of the present owner, March 1977, by whom gifted to the present owner Private Collection, U.S.A.



202

203 * AR

ERIC HOLT (BRITISH, 1944-1997)

A Perspective on Apples signed and dated 'ERIC HOLT 1995' (centre left) tempera on canvas 40.5 x 45.5cm (15 15/16 x 17 15/16in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

With The Piccadilly Gallery, London, where acquired by the family of the present owner, December 1996, and thence by descent Private Collection, U.S.A.



 $204 \, ^{\mathrm{AR}}$

PETER KUHFELD R.P., N.E.A.C. (BRITISH, BORN 1952)

Deal Beach signed 'Kuhfeld' (lower right) oil on canvas 137.5 x 183.5cm (54 1/8 x 72 1/4in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

ProvenanceWith Agnews, London

204

$205\,{}^{\rm AR}$

PETER KUHFELD R.P., N.E.A.C. (BRITISH, BORN 1952)

Figures on a Conservatory Patio indistinctly signed twice 'Kuhfeld' (lower left) oil on canvas 76.5 x 86.5cm (30 1/8 x 34 1/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900





206

207 AR

ROBERT HARDY (BRITISH, BORN 1952)

Crossing the River signed 'HARDY' (lower right); further signed, titled and dated 'HARDY/CROSSING THE RIVER/JULY 2016' (on canvas verso) oil on canvas 100 x 73cm (39 3/8 x 28 3/4in).

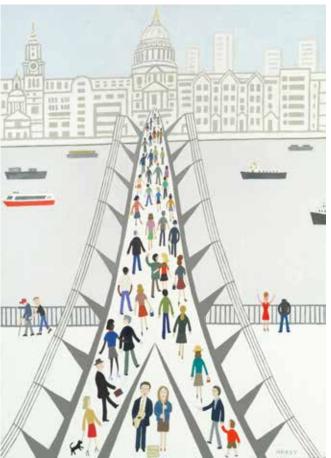
£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

206

ROBERT HARDY (BRITISH, BORN 1952)

Dancing at Mr Peggoty's signed 'HARDY' (lower right), inscribed 'Dancing at MR. PEGGOTTY'S to SPIRIT/ IN THE SKY'; further signed, titled and dated 'HARDY/DANCING AT MR PEGGOTTYS/2017' and stamped with Artist's stamp (on canvas verso) oil on canvas 121.5 x 91.5cm (47 13/16 x 36in). (unframed)

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400



207

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.



 $208 \, \text{AR}$

PETER KINLEY (BRITISH, 1926-1988)

Two Cows oil on canvas 122 x 165cm (48 1/16 x 64 15/16in). (unframed)

£5,000 - 7,000 €5,600 - 7,900 US\$6,300 - 8,800

Provenance

The Estate of the Artist, from whom acquired directly by the present owner

The present work is very similar to the painting Two Cows (1983-5), in the collection of Tate, London.



WILLIAM CROZIER H.R.H.A. (IRISH, 1930-2011)

Untitled signed and dated 'CROZIER '61' (lower left) oil on canvas 76 x 91.5cm (29 15/16 x 36in).

£1,500 - 2,500 €1,700 - 2,800 US\$1,900 - 3,100

Provenance

Sale; de Veres, Dublin, 22 June 1999, lot 82, where acquired by the present owner Private Collection, Northern Ireland

209

210 AR

FRANK AVRAY WILSON (BRITISH, 1914-2009)

Miniature signed with initials 'aw' (lower left) oil on board $26 \times 26 cm (10 \ 1/4 \times 10 \ 1/4 in)$.

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With The Redfern Gallery, London, where acquired by the family of the present owner, 23 February 1960, and thence by descent Private Collection, U.K.



210



211 AR

DENIS BOWEN (BRITISH, 1921-2006)

Atomic Crucifix oil on canvasboard 33 x 40.5cm (13 x 15 15/16in).

£800 - 1,200 €900 - 1,400 US\$1,000 - 1,500

Provenance

The Artist, by whom gifted to Institute of Contemporary Arts for a charity raffle in 1958, where acquired by the family of the previous owner, and thence by descent

Acquired from the above by the present owner in 2014 Private Collection, U.K.



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

Untitled

signed and dated 'Alan Davie 1959' (upper right) oil and household paint on paper, laid on canvas 42.5 x 54cm (16 3/4 x 21 1/4in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

With Galleria d'Arte del Naviglio, Milan Marcello Avenali, from whom acquired by the present owner Private Collection, Italy

From Coast to Coast: Paintings by Trevor Bell

The collection of paintings by Trevor Bell offered here show the development of his style from the 1950s through to the early 1990s, spanning a time of great creativity for the Artist. They serve to illustrate the complex transatlantic dialogue that spanned the latter half of the twentieth century, showing the influence of both British and later American movements and groups, nevertheless demonstrating that whilst Bell moved between both fluidly, his *oeuvre* shows a quite unique painterly voice that stands distinctly apart from each.

Bell studied at Leeds College of Art from 1947-52, and after meeting Terry Frost in 1954, moved to the artistic community of St Ives, immersing himself in the influences, guidance and stimulus that abounded in the small town. Surrounded by contemporaries including Frost, Patrick Heron and Peter Lanyon, Bell thrived on both the physical and social landscapes around him, absorbing in equal measure the rugged coastal scenery. Developing a gestural abstraction which drew directly on this landscape, he experimented with thickly textured works and free, sweeping brushstrokes, resulting in paintings such as *Crabber* (lot 213) and *Two Blues* (lot 214).

In the late 1950s and early 1960s the influence of American painting, specifically Abstract Expressionism and colour-field painting, began to sweep through Britain. Two seminal exhibitions at the Tate in 1956 and 1959 showcased the work of Jackson Pollock, Willem de Kooning, Franz Kline and Mark Rothko, bringing fresh inspiration for British painters. Bell's work of the 1960s and 70s also marked a

move towards a more formal abstraction, as he introduced triangular and sculpturally-shaped canvases and plains of flat colour, creating paintings such as *Last* (lot 215). Here, Bell pushes the bounds of the two-dimensional medium and moves to an almost sculptural method of painting, the areas of bright, flat colour informed by the shaped canvas.

In 1972, Bell took up a post as Visiting Professor at Florida State University, which led a few years later to a full-time appointment as Senior Professor. Here, with a warehouse-sized studio, Bell produced the large-scale, vividly coloured paintings for which he is perhaps best known, examples of which include Ambidexter (lot 216), Close Blue Four (lot 217) and Hook (lot 218). This new environment, with its hot and bright climate - he coined the term 'Heatscapes' to capture the essence of this heat and light-suffused landscape - had an enormous influence on him. As Chris Stephens has noted, 'in sharp contrast to Cornwall and Yorkshire, here was a place of tropical heat and humidity, where intense light bouncing off the sea shimmered in the humid air' (Chris Stephens, edited and with a biography by Elizabeth Knowle, Trevor Bell, Sansom & Company Ltd, Bristol, 2009, p.37). Inspiration came too from travels to India, Kashmir and the Himalayas between 1984-95, profoundly affecting his work, as well as annual trips back to England from the States. Coming full-circle, Bell was to move back to Cornwall in 1996. The paintings offered here show the varied influences he absorbed and his skilful ability to suffuse each one with a sense of place.



213 AR

TREVOR BELL (BRITISH, 1930-2017)

Crabber signed, titled and dated 'CRABBER/TREVOR BELL/1959' (on board verso) oil on board $44 \times 30.5 cm (17 5/16 \times 12 in)$. (unframed)

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

The Artist, from whom acquired directly by the present owner, 10 March 2008
Private Collection, U.K.



TREVOR BELL (BRITISH, 1930-2017)

signed, dated and titled 'TWO BLUES/Trevor Bell/63' (on board verso) oil and fabric on board 65 x 61cm (25 9/16 x 24in). (unframed)

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,400

Provenance

The Artist, from whom acquired directly by the present owner, 11 June 2007 Private Collection, U.K.

215 AR

TREVOR BELL (BRITISH, 1930-2017)

signed, titled and dated "LAST." 1970./ Trevor Bell' (on stretcher bar) oil on shaped canvas

67 x 129.5 x 18cm (26 3/8 x 51 x 7 1/16in) (unframed)

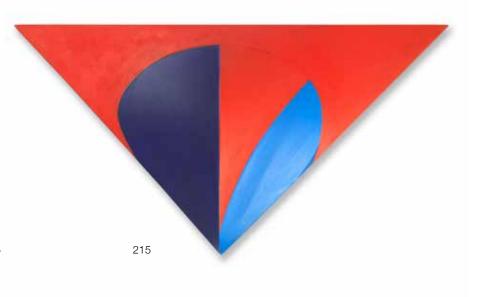
£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

The Artist, from whom acquired directly by the present owner, 10 March 2008 Private Collection, U.K.

Literature

Chris Stephens, edited and with a biography by Elizabeth Knowle, Trevor Bell, Sansom & Company Ltd, Bristol, 2009, (col.ill. p.101)





TREVOR BELL (BRITISH, 1930-2017)

Ambidexter

signed, titled and dated 'AMBIDEXTER/1986/ Trevor Bell' (on canvas verso); further signed, titled and dated 'AMBIDEXTER 1986 TREVOR BELL' (on canvas overlap) oil on canvas 183 x 152cm (72 1/16 x 59 13/16in). (unframed)

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

The Artist, from whom acquired directly by the present owner, 11 June 2007 Private Collection, U.K.

Literature

Chris Stephens, edited and with a biography by Elizabeth Knowle, *Trevor Bell*, Sansom & Company Ltd, Bristol, 2009, (col.ill. p.147)

217 AR

TREVOR BELL (BRITISH, 1930-2017)

Close Blue Four signed, titled, dated and inscribed 'Trevor Bell/CLOSE BLUE FOUR/original/title/TB/1983' (on canvas verso) oil on canvas 152.5 x 182.5cm (60 1/16 x 71 7/8in). (unframed)

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

The Artist, from whom acquired directly by the present owner, 10 March 2008 Private Collection, U.K.





218 AR TP

TREVOR BELL (BRITISH, 1930-2017)

signed, titled and dated "HOOK"/1989-90/Trevor Bell' (on canvas verso); further signed, titled and dated again "HOOK" 1989-90/ TREVOR BELL' (on the stretcher bar)

oil on canvas

223.5 x 277cm (88 x 109 1/16in). (unframed)

£5,000 - 7,000 €5,600 - 7,900 US\$6,300 - 8,800

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

Chris Stephens, edited and with a biography by Elizabeth Knowle, Trevor Bell, Sansom & Company Ltd, Bristol, 2009, (col.ill. p.147)



219



219 * AR

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

Untitled signed 'Terry Frost' (lower right) oil and canvas collage on card 40.5 x 40.5cm (15 15/16 x 15 15/16in).

£3,000 - 5,000 €3,400 - 5,600 U\$\$3,800 - 6,300

Provenance

Sale; Christie's, South Kensington, 14 October 2004, lot 414 With Studio 18, Jersey, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.

 220^{AR}

TONY O'MALLEY (BRITISH, 1913-2003)

Nassau, Paradise Island incised with initials 'OM' (lower right); titled and dated '1/1976/Paradise Island' (upper left), 'nassau/colour' (upper right), 'nas nassau' (lower left) oil on board 20.5 x 30cm (8 1/16 x 11 13/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

Sale; de Veres, Dublin, 1995, lot 54a, where acquired by the present owner Private Collection, Northern Ireland



PAUL HUXLEY R.A. (BRITISH, BORN 1938)

Untitled no.129 signed, titled and dated 'Paul Huxley Untitled no.129 1972-1973' (on canvas overlap) acrylic on canvas $196 \times 196cm$ (77 $3/16 \times 77$ 3/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

The Artist, from whom acquired directly by the present owner Private Collection, Portugal

Exhibited

Liverpool, Walker Art Gallery, *Magic & Strong Medicine*, 27 July-28 October 1973, cat.no.5



222

223^{AR}

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

Yellow Landed signed, titled, inscribed and dated 'Maurice Cockrill/2003/title: Yellow Landed./oil on canvas' (on canvas verso) oil on canvas 50 x 100cm (19 11/16 x 39 3/8in). (unframed)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

Sale; Christie's, South Kensington, 9 May 2007, lot 191 Private Collection, U.K.



224

222 AR

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

Dream Pool signed, titled and dated 'Maurice Cockrill 2008/title: 'Dream Pool" (on canvas verso) oil on canvas 180 x 120cm (70 7/8 x 47 1/4in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance

Sale; Bonhams, Knightsbridge, 25 January 2011, lot 204, where acquired by the present owner Private Collection, U.K.



223

$224 \, \text{AR}$

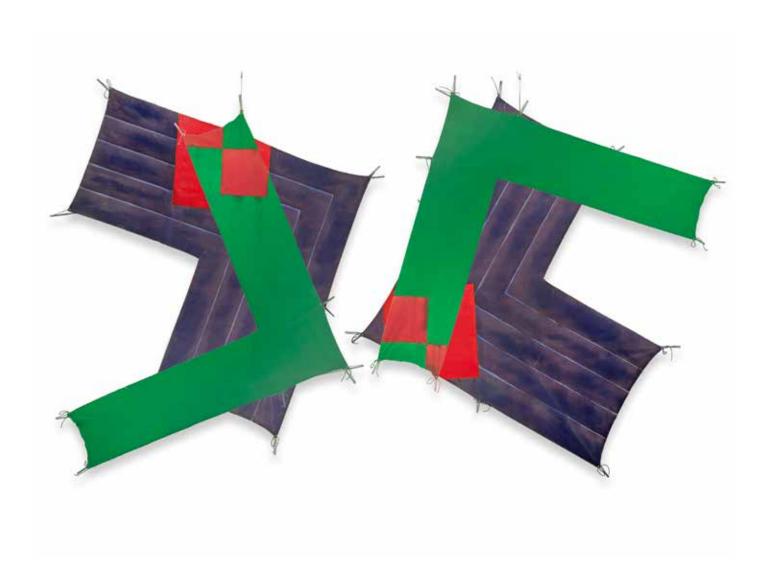
MAURICE COCKRILL R.A. (BRITISH, 1936-2013)

Little World signed, titled and dated 'Maurice Cockrill/2009/title: 'Little World.' (on canvas verso) oil on canvas $60 \times 50.5 cm$ (23 $5/8 \times 19$ 7/8 in). (unframed)

£700 - 1,000 €790 - 1,100 US\$880 - 1,300

Provenance

Sale; Bonhams, Knightsbridge, 21 September 2010, lot 86, where acquired by the present owner Private Collection, U.K.



RICHARD SMITH (BRITISH, 1931-2016)

Double Figures I

thrice signed, titled, and dated 'R.Smith/80/DOUBLE FIGURES/I' and variously inscribed 'Part A No 2', 'Part B No 1' and 'Part B No 2' (on three separate canvas tags attached to the rods) oil on canvas with string and metal rods, in four parts 220 x 423cm (86 5/8 x 166 9/16in) overall

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

We are grateful to the Richard Smith Foundation for their assistance in cataloguing this lot. The Richard Smith Foundation is currently preparing the forthcoming catalogue raisonné of the Artist's work, in which the present lot will be included. The Foundation would like to hear from the owners of any work by the Artist so that these can be included in this comprehensive catalogue. Please write to the Richard Smith Foundation, c/o Modern British and Irish Art, Bonhams, Montpelier Street, London, SW7 1HH or email britart@bonhams.com.

'In his Kite Paintings... gravity became a key component and the works, as lyrically beautiful as they were formally innovative, made the gallery look like a colour-filled sail shop.'

> Chris Stephens, 'Richard Smith Obituary', The Guardian, 28 April 2016



226 ^{AR}

PRUNELLA CLOUGH (BRITISH, 1919-1999)

Gadget 1 signed 'Clough' (on canvas verso) oil on canvas 48.5 x 65cm (19 1/8 x 25 9/16in). Painted in 1997

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

With Annely Juda Fine Art, where acquired by the present owner in 2000 Private Collection, U.K.

Exhibited

London, Annely Juda Fine Art, London, Prunella Clough: The Late Paintings and Selected Earlier Works, 1 November-16 December 2000, cat.no.21, p.27 (col.ill.)

226

227 AR

FRANCIS DAVISON (BRITISH, 1919-1984)

Lighthouse stamped with Estate stamp (on the reverse) collage 38.5 x 40cm (15 3/16 x 15 3/4in). Executed *circa* 1952

£3,000 - 5,000 €3,400 - 5,600 US\$3,800 - 6,300

Provenance

With Belgrave Gallery St Ives, St Ives, where acquired by the present owner in 2008 Private Collection, U.K.

Exhibited

St Ives, Belgrave Gallery St Ives, *St Ives Exhibition 2008*, 19 May-16 June 2008, cat. no.18





228 ^{AR}

PRUNELLA CLOUGH (BRITISH, 1919-1999)

Left Over signed 'Clough' (on canvas verso) oil on canvas 81 x 59.5cm (31 7/8 x 23 7/16in). Painted in 1991

£5,000 - 7,000 €5,600 - 7,900 US\$6,300 - 8,800

Provenance

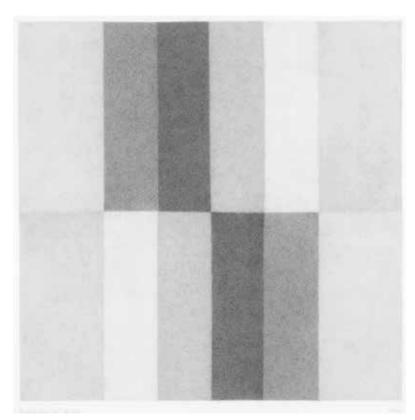
With Annely Juda Fine Art, London
Professor John Ball, 1992, by whom bequeathed to
The Hargreaves and Ball Trust, 2010, from whom acquired by the
previous owner
Acquired from the above from the present owner
Private Collection, U.K.

Exhibited

London, Gallery 27, A Selection of Works from The Hargreaves and Ball Trust: Keith Vaughan, Prunella Clough, 31 August-4 September 2010



229



 $229^{\, \rm AR}$

PAUL FEILER (BRITISH, 1918-2013)

Untitled chalk, oil pastel and felt-tip pen 29.5 x 31.5cm (11 5/8 x 12 3/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

Provenance

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

230 ^{AR}

ALAN REYNOLDS (BRITISH, 1926-2014)

Modular Study 178 signed with initials and dated 'AR 02.' (lower right), titled and inscribed "Modular Study 178." for Peter.' (lower left) charcoal 42.5 x 42.5cm (16 3/4 x 16 3/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

With Askew Art, Henley-on-Thames, where acquired by the present owner *circa* 2009 Private Collection, U.K.

ANTHONY HILL (BRITISH, BORN 1930)

Ingine 4 (Small) signed, further signed with monogram, titled and dated '78-9/INGINE 4/(SMALL)/Anthony Hill' (verso) melamine relief 61 x 61cm (24 x 24in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

Provenance

Lionel March, and thence by descent to the present owner Private Collection, U.K.

Professor Lionel March (1934-2018) was a British mathematician, architect and pioneering practitioner of digital art. As a schoolboy, his mathematical work attracted the admiration of Alan Turing, and he went on to read mathematics at Magdalene College, Cambridge, before transferring to architecture after a year. Whilst a student, he also designed stage sets for a number of theatre productions, including two at Sadler's Wells in London. In 1962 he held a one-man exhibition at the Institute of Contemporary Arts, London, entitled Experiments in Serial Art, and felt aligned to the work of the Constructionist group of artists. As well as being an artist and architect, March became the first Director of the Centre for Land Use and Built Form Studies at Cambridge University, now the Martin Centre for Architectural and Urban Studies, served as Rector of the Royal College of Art, London, and held professorships at the University of Waterloo, the Open University and the University of California, Los Angeles.

232 AR

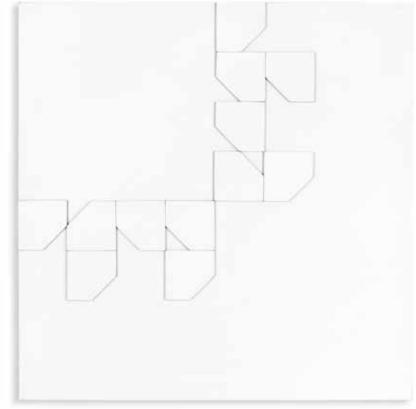
PETER HAIGH (BRITISH, 1914-1994)

61-'89-Dec signed, titled and dated '61-'89-DEC./haigh' (on canvas verso) oil on canvas 68 x 76cm (26 3/4 x 29 15/16in).

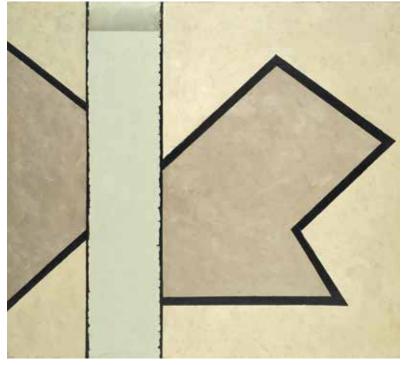
£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

Provenance

Sale; Bonhams, Knightsbridge, 17 September 2013, lot 24, where acquired the present owner Private Collection, U.K.



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NOTICE TO BIDDERS

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

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

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

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2. LOTS

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

will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a Lot, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

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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.

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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.

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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 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 preregistered 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*).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

The following symbols, 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 Buver'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 Σ 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' 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. 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 '\$58' 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
- BF 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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- 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.

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.

SELLER'S UNDERTAKINGS

2

- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Saller 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 the Catalogue which is not printed in bold letters, the remainder of which Entry merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.

3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
- 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer*'s hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by

not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay in full any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.
- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell:
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the *Lot* at your expense;

- 3.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract:
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment:
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds:
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term

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

- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale:
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim
- 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.

- 0.4 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.
 - .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.
- 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

2 PERFORMANCE OF THE CONTRACT FOR

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

3 PAYMENT AND BUYER WARRANTIES

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

- or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 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;
- 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;
- 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
- 3.10.5 that you consent to Bonhams 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.
- 3.11 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 antiterrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11 we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in

- paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

STORING THE LOT

5

7

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

6 RESPONSIBILITY FOR THE LOT

- 6.1 Title (ownership) in the Lot pass to you on payment of the Purchase Price to us in full in cleared funds, although we reserve the right not to release the Lot to you until our investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will (without further notice to you 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 Seller):

- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment:
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 3.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot: and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field: or

- .2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

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

of the Seller.

- "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 accordinaly.
- "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
- (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;
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