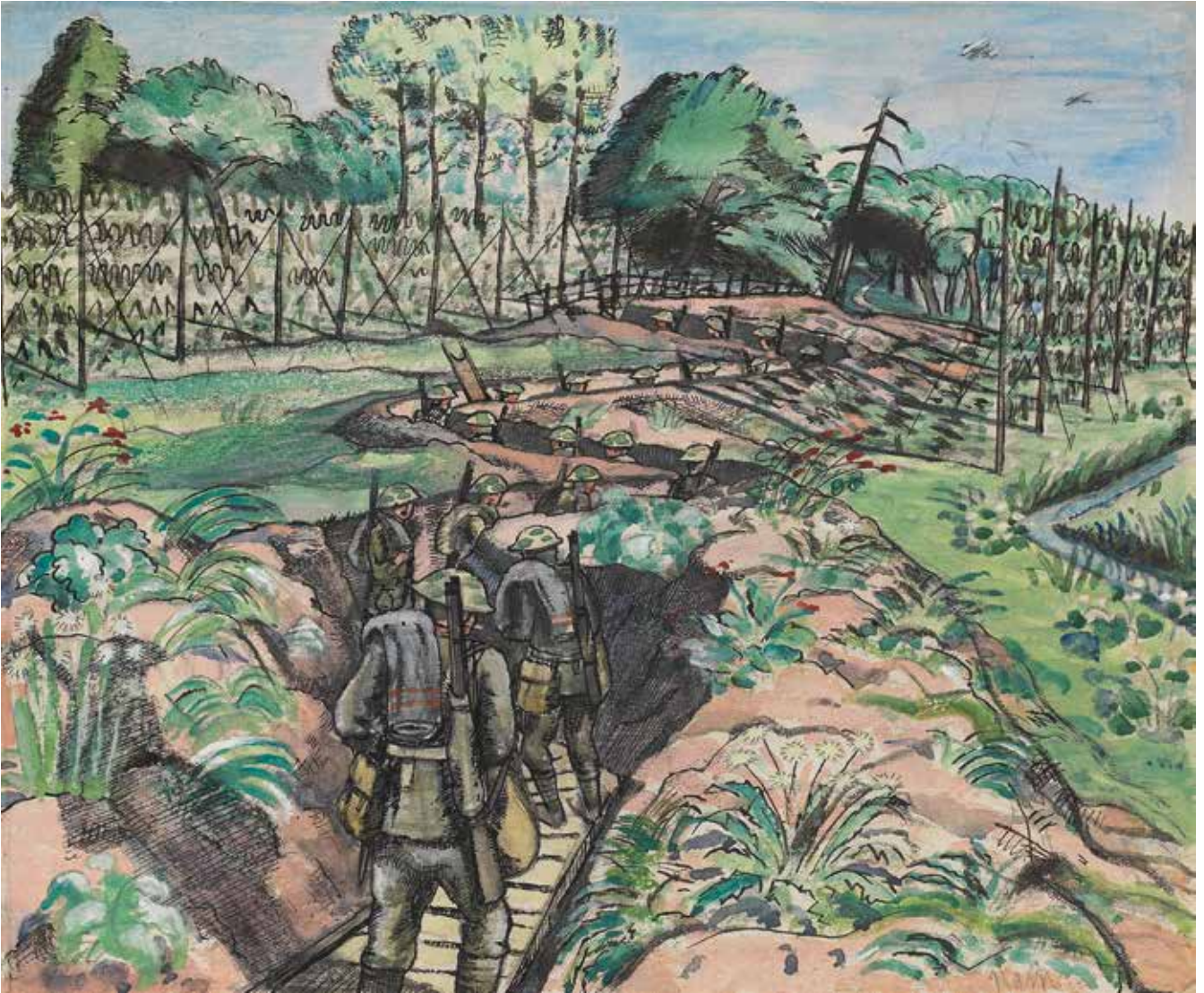


Bonhams



Modern British and Irish Art

New Bond Street, London | 20 November 2019











John Minton 1948

Modern British and Irish Art

New Bond Street, London | Wednesday 20 November 2019 at 3pm

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London
Matthew Bradbury
+44 (0) 20 7468 8295
matthew.bradbury@bonhams.com

Penny Day
+44 (0) 20 7468 8366
penny.day@bonhams.com

Christopher Dawson
+44 (0) 20 7468 8296
chris.dawson@bonhams.com

Ingram Reid
+44 (0) 20 7468 8297
ingram.reid@bonhams.com

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1 AR

TRISTRAM HILLIER R.A. (1905-1983)

Ruined Pier, Dieppe
signed, inscribed and dated 'Hillier/Dieppe/1950' (lower left)
oil on board
16.5 x 25.6 cm. (6 1/2 x 10 in.)

£6,000 - 8,000

€6,900 - 9,200

\$7,700 - 10,000

Provenance

With Arthur Tooth & Sons, London
Private Collection, U.K.

Along with Edward Burra, Tristram Hillier at the age of twenty-eight was the youngest member of the forward thinking Unit One group, formed in 1933 with Paul Nash at the helm and intent on promoting the very latest in contemporary art, architecture and design. With the influence of the Bloomsbury group fading, abstraction and surrealism were breathing new life into the British art scene and Unit One comprised some of the most promising talent of the era including Henry Moore, Barbara Hepworth and Ben Nicholson. In Nash's own words, the group embraced the concept of artistic unity – Unit – with that of individuality – One. Unit One also nurtured the fruitful relationship between Tristram Hillier and Edward Wadsworth who both shared an apprenticeship at The Slade under Henry Tonks, the latter acting as something of a mentor to his younger counterpart.

Sixteen years Hillier's senior, Wadsworth was one of the most well respected artists of the day and a pioneer of Vorticism whose endorsement of Unit One gave significant weight to the group. Wadsworth, who regularly used and encouraged Hillier to work in the medium of tempera, had been creating images of heavily lit objects, carefully assembled outside of their immediate environment, which combined to produce an effective surrealist formula. Hillier had moved to France by the later 1930s and Wadsworth frequently stayed with the family, embarking on several joint drawing expeditions around the Normandy coast and impressing themselves on one another. Hillier acknowledged the impact of Wadsworth at this time, stating that 'It was not, I think, until about 1935 that I began to discover what I personally wanted, and in that period I painted many seascapes, harbour scenes and the like, rather under the influence of Wadsworth' (Jenny Pery, *Painter Pilgrim, The Art and Life of Tristram Hillier*, Royal Academy of Arts, London, 2008, p.66).

It was Wadsworth who introduced Hillier to his dealers Arthur Tooth & Sons, where the latter would go on to sell his paintings throughout the war and from whom *Ruined Pier, Dieppe* was originally purchased. On 23 November 2016 Bonhams set a new international auction record for a work by Tristram Hillier with *The Lighthouse* selling for £106,250.



2

CHRISTOPHER WOOD (1901-1930)

The Reach

oil on board

38.3 x 50.3 cm. (15 1/8 x 19 3/4 in.)

Painted *circa* 1924

£12,000 - 18,000

€14,000 - 21,000

\$15,000 - 23,000

Provenance

Sale; Sotheby's, London, 26 November 1997, lot 88,
where purchased by the present owner
Private Collection, U.K.

The previous auction sale of this work notes that the *The Reach* was dated to *circa* 1924 by Richard Ingleby, author of *Christopher Wood, An English Painter*, Allison & Busby, London, 1995. At this time, the artist painted a number of views on the Seine at Paris and also completed several drawings such as *Chelsea Reach*, depicting the Thames around Tony Gandarillas' house on Cheyne Walk in London.



3

ALFRED WALLIS (1855-1942)

Trawler at sea

signed and inscribed by Terry Frost 'Alfred Wallis/coll Terry Frost' (verso) and further signed 'Terry Frost' (on the frame)

oil on card

18.3 x 29 cm. (7 1/4 x 11 3/8 in.)

£6,000 - 8,000

€6,900 - 9,200

\$7,700 - 10,000

Provenance

Sir Terry Frost (1915-2003), thence by family descent to the present owner

Private Collection, U.K.

Terry Frost first arrived in Cornwall in Spring of 1946. Whilst he will have never met the mariner artist Alfred Wallis, who died in 1942, nor did he adopt the naïve depictive idiom that had made Wallis so legendary among artists of the area, the two painters are strongly tied by their connection to the fishing town of St Ives. Wallis, a retired

mariner who took up painting in his late sixties, lived at 3 Back Road West, St Ives. With no formal training, Wallis arrived upon a unique lexicon primarily concerned with mapping his coastal surroundings and recalling tales from his former life at sea. The subsequent embrace of Wallis by a section of *avant garde* artists, critics and patrons in the late 1920s, especially Ben Nicholson and Christopher Wood, intrinsically linked the fabled fisherman painter with the most modern of art produced in the town from Nicholson's arrival there in 1939.

Terry Frost's association with St Ives began in the late 1940s when he spent three years in the town, initially living in a caravan near Carbis Bay, at the suggestion of Adrian Heath. Frost returned to St Ives for stints in the 1950s and the 1960s before settling in nearby Newlyn in 1974. The location that had so inspired Wallis, informed much of Frost's early work and important paintings such as *Walk Along the Quay* (1950), *Green, Black and White Movement* (1950) and *Harbour* (1951) are indebted to the town. It is therefore fitting for Frost to have sought out *Trawler at sea* by Wallis for his own collection. It is a picture symbolic of the rich creativity that St Ives has yielded, and the tendency with which this has passed from generation to generation.



4 AR

ROBERT COLQUHOUN (1914-1962)

Two Actors

oil and oil pastel on canvas

43.7 x 33.8 cm. (17 1/4 x 13 1/4 in.)

Painted in 1945

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 38,000

Provenance

With The Mayor Gallery, London

Frances Byng Stamper

With The Redfern Gallery, London, 6 March 1985, where purchased by the present owner

Private Collection, U.K.

Exhibited

London, Whitechapel Art Gallery, *Robert Colquhoun; An Exhibition of Paintings, Drawings and Prints from 1942 to 1958*, March-May 1958, cat.no.32

The present canvas is a smaller version of an almost identical composition, *Actors on a Stage*, painted the same year. In both works, two figures are depicted side on, embracing in a moment of tenderness, with a cat stretched out on part of a stage above them. Three years after they were painted, in 1948, both Robert Colquhoun and MacBryde were approached by Leonide Massine, a Russian choreographer and ballet dancer, to design the costumes and décor for a Scottish ballet, *Donald of the Burthens*, which later came to Covent Garden in 1951. The following

year they travelled to Italy to see the puppet plays at Modena and the Palio at Sienna. However, as these two works clearly demonstrate, theatrical subject matter had already taken hold before this project, and filtered into Colquhoun's canvases.

Two Actors was painted during the time which is widely regarded by critics as the artist's most successful. By 1945 Colquhoun was well established in London, following his move in 1941 from Glasgow with fellow Scottish artist and partner Robert MacBryde. Based in Kensington, through the patronage and care of Peter Watson, he became integral to the Neo-Romantics, including John Minton, John Craxton and Keith Vaughan. By 1942 the influential Polish émigré artist, Jankel Adler (1895-1949), had taken a studio in the same building and was instrumental in exposing the group to the pictorial vocabulary of Braque's style of Cubism, which gradually replaced the Romantic tone of Colquhoun's work, as can be seen in *Two Actors*. Malcolm Yorke remarks on this relationship:

'Adler was responsible for weaning Colquhoun and MacBryde away from the English landscape tradition (it had never been *their* tradition, anyway) and on to a richer eclecticism, a less parochial style, and more humanistic subject matter. As he explored his Jewish tradition, so he urged them to explore their Celtic heritage. Soon Colquhoun began to paint Irish and Scottish peasant women, haggard, shawled and black-skirted. These remote static figures were meant, like Adler's, to represent something archetypal, enduring through time, but they are also expressed in an unmistakably twentieth-century idiom derived from Picasso and Braque (Malcolm Yorke, *The Spirit of Place, Nine Neo-Romantic Artists and their Times*, Constable, London, 1988, pp.241-242).



5 AR

JOHN MINTON (1917-1957)

Flowers and Jug

signed and dated 'John Minton 1948' (lower left)

oil on canvas

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

£10,000 - 15,000

€12,000 - 17,000

\$13,000 - 19,000

Provenance

With Lefevre Gallery, London

With Seymours Art, London, June 2009, where acquired by
Private Collection, U.K.

Exhibited

London, Lefevre Gallery, *John Minton*, February 1949, cat.no.23

In August of 1947 John Minton embarked on a trip to Corsica with the writer and poet Alan Ross. The result was the illustrated notebook *Time Was Away*, published by John Lehmann in 1948. Surfacing in the immediate post war years, Minton's dramatic use of colour in *Time Was Away* is defiantly anti-austerity and achieved somewhat of a cult status amongst illustration students. Minton's experience of Corsica overlapped from his illustrative work to his painting. Several oils displaying Corsican scenes and subjects, dating to 1947 and 1948, are all unified by a gaiety of palette with saturated yellows, greens and blues dominating. Although many of these were worked up from sketches made in Corsica, they were often painted in his London studio. It is to this period that the present work dates, the table and still life arrangement echoes that of *Corsican Fisherman* (1948), and the related *The Life Model* (1948). Whilst the present example appears to be very much a studio work, the vibrant colours recall those of Corsica and the flowers especially are described similarly to those of *Corsican Still Life* (circa 1947).

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



6 AR

CERI RICHARDS (1903-1971)

The Coffee Pot

signed 'Ceri Richards' (lower centre) and further

signed 'Ceri Richards' (verso)

oil on canvas

90.2 x 50.2 cm. (35 1/2 x 19 3/4 in.)

Painted *circa* 1936-37

£10,000 - 15,000

€12,000 - 17,000

\$13,000 - 19,000

Provenance

Private Collection, Netherlands

The Coffee Pot was almost certainly painted *circa* 1936-37, a period of intense and diverse experimentation in Richards's work. The paintings of this period (and up to 1939) show an acute awareness of Surrealism, intensified by Richards's experiences at the 1936 Surrealist International Exhibition at the New Burlington Galleries and his intensive reading of Surrealist literature during this period (see Mel Gooding, *Ceri Richards*, Cameron & Hollis, Dumfriesshire, p.42).

In August 1937 he visited with Frances, his wife, the International Exposition in Paris, and the concurrent Petit Palais exhibition *Les Maitres de l'Art Independent*. He was thus steeped in Surrealist and post-Cubist French art (he was an avid subscriber - via Zwemmer's Bookshop - of the major avant-garde French publications, including *Minotaur*) and his painting at this time can be seen as assimilating this experience to the development of a style and manner of his own in the treatment of themes and motives that were an international currency at this time. *The Coffee Pot* is a formal exercise in post-Cubist still life, while at the same time incorporating a quasi-Surrealist symbolic eroticism. It must be remembered that Richards was still employed by day (at the advertising agencies London Press Exchange, and W.H. Hobson) and painting by night and at weekends: every painting had to serve the purpose of extending his technical and stylistic expertise, and his knowledge of what painting could achieve. As an enthusiastic fellow-traveller of the Surrealists he was willingly and creatively open to the promptings of the unconscious in his work, happy to admit mystery and enigma, and untroubled by inconsistencies of style or by any requirement of 'fine finish'.

We are grateful to Mel Gooding for his assistance in cataloguing this lot.





7 AR

SIR CEDRIC MORRIS (1889-1982)

Farm Buildings, Sussex
signed and dated 'C MORRIS/25' (lower right)
oil on canvas
59.5 x 72.7 cm. (23 3/8 x 28 5/8 in.)
(unframed)

£6,000 - 8,000

€6,900 - 9,200

\$7,700 - 10,000

Provenance

Private Collection, U.K., since *circa* 1984



8 AR

JOHN NASH R.A. (1893-1977)

Wooded landscape
signed 'John Nash' (lower left)
oil on canvas
50.8 x 91.5 cm. (20 x 36 in.)

£7,000 - 10,000

€8,100 - 12,000

\$9,000 - 13,000

Provenance

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

g AR

GILBERT SPENCER R.A. (1892-1979)

Troops in the Countryside (3rd version)
oil on canvas
51.1 x 57.8 cm. (20 1/8 x 22 3/4 in.)

£12,000 - 18,000

€14,000 - 21,000

\$15,000 - 23,000

Provenance

Private Collection, U.K.
Their sale; Bonhams, London, 14 November 2012, lot 22, where purchased by the present owner

Exhibited

London, Royal Academy of Arts, Summer Exhibition, 1951, cat.no.80
London, The Arts Council of Great Britain, *A Selection from the Academy, Summer Exhibition*, 1951, cat.no.44

In 1940, in order to escape the effects of the war on the nation's capital, the Royal College of Art (at which Spencer taught), was evacuated to the Queen's Hotel in Ambleside, Cumbria. Spencer, always most at ease in the countryside took well to this new locale. His output focused on the Lake District landscape and a series of portrait commissions of his hosts and their acquaintances and,

despite being acutely aware of the nearby turmoil in the northern cities, he was experiencing the lakes "as Wordsworth had known it" (Gilbert Spencer, *Memoirs of a Painter*, Chatto & Windus, London, 1974, p.135). He was not, however, entirely removed from the war; in his memoirs from this period he tells how "Spurred on by a talk at the college by an Air Raid Precautions Officer from Liverpool [He] duly reported to the Home Guard" stating that "it was a brilliant stratagem on the part of the government to make us immensely proud of what we were doing!" (Loc.Cit.).

Gilbert enthuses of the pride derived from having "stormed the heights of Nebscar [which] helped to restore the defenses of Windermere when knocked down by sheep ...[and] shying live hand grenades at the side of Loughrigg' (Loc.Cit.). His experience provided Spencer with a new subject matter and he painted a series of Home Guard compositions. Now best known are *The Home Guard* (Imperial War Museum painted by commission of the War Artists Advisory Committee), and most similar to the present work *Troops in the Countryside* (Bradford Art Gallery and Museums).

Spencer recalls *his* war and how this was to be interpreted through these paintings; "I thought this war was a very good one. I liked the assertion of peace in it; the soldiers being as peaceful as the cows. It was like what a rabbit might have seen and felt, looking from the field opposite, and would not know the khaki suits, etc. had any other significance than the markings of the cows' (Op.Cit.).





Paul Nash, 29 April 1918, by Bassano Ltd.,
© National Portrait Gallery, London

10

PAUL NASH (1889-1946)

Leaving the Trenches

signed 'Nash' (lower right)

pencil, watercolour, pastel, pen and ink

20.5 x 24.7 cm. (8 x 9 3/4 in.)

Executed in 1917

£50,000 - 70,000

€58,000 - 81,000

\$64,000 - 90,000

Provenance

Collection of C. Butler

Alan Proctor, thence by descent to the present owner

Private Collection, U.K.

Exhibited

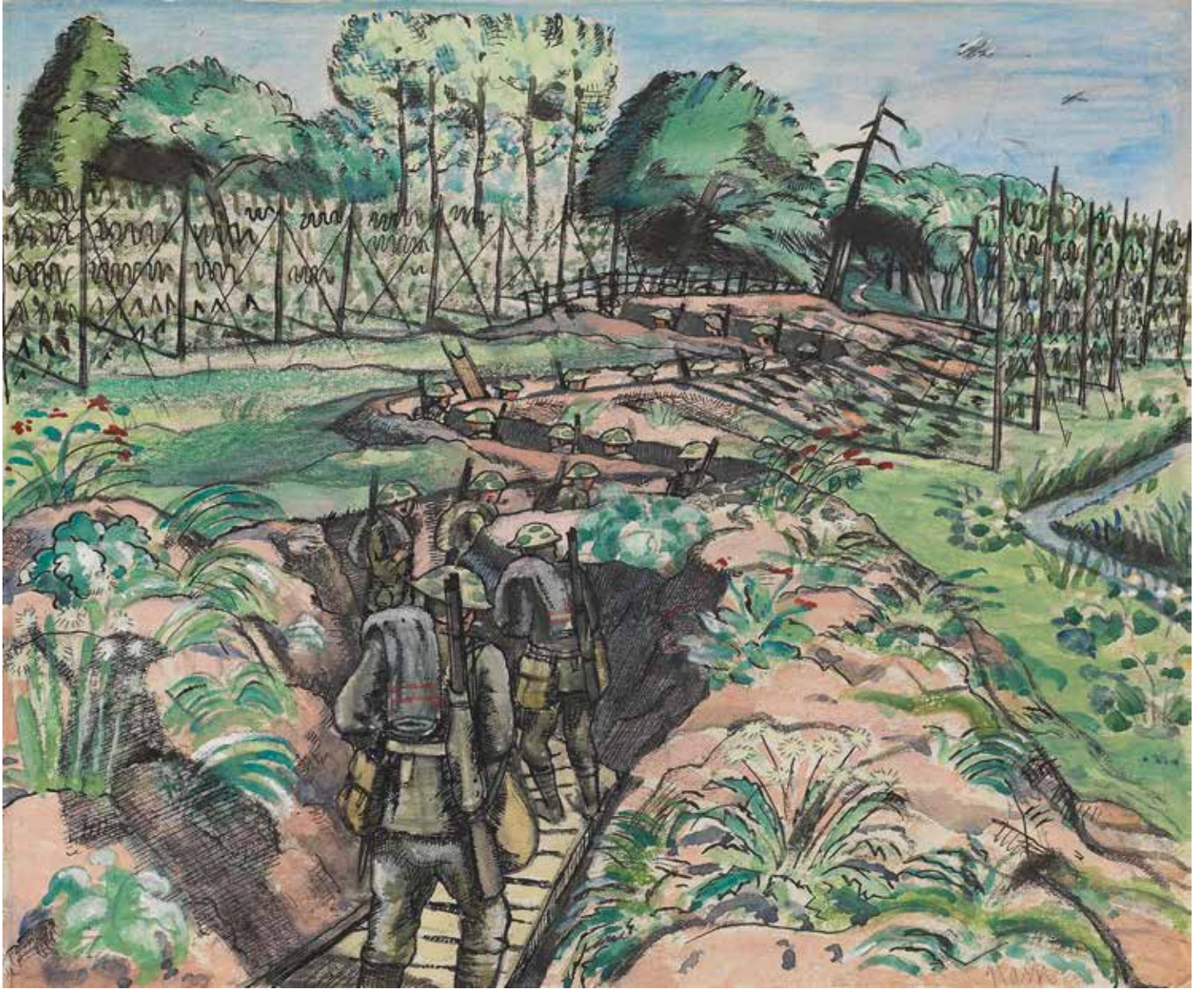
London, Goupil Gallery, *Drawings made in the Ypres Salient*
by Paul Nash, June 1917, cat.no.20 (as Study)

Literature

Anthony Bertram, *Paul Nash, The Portrait of an Artist*, Faber and
Faber, London, 1955, p.99

Margot Eates, *Paul Nash*, John Murray, London, 1973, p.96, pl.13b

Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.359,
cat.no.144



Leaving the Trenches was formerly in the collection of Alan Proctor (20 February 1920–16 April 2009) and has been consigned from his family. Alan left school in 1935 to work as an engineer before joining the army and serving in the 30th Royal Signals between 1943-1949. Following this he enjoyed a long and successful career at Jaguar cars, rising to the position of Industrial Relation Manager by the time of his retirement in 1983. During his career Alan found time for numerous other interests and owned a post office, wool shop and number of health shops whilst at the same time indulging his passion for the arts by leading a dance band whose orchestra played around the world. Alan was a keen collector and amassed an impressive and diverse art collection, which was largely formed following a visit to Cornwall in the 1960s and from which we are delighted to be offering the present work.

Following the outbreak of war in 1914, Paul Nash was subjected to the dull routine of home defence prior to his officer training at Denham and then Camberley in 1916. By December of that year he was enlisted to the Hampshire Regiment and finally dispatched to France, arriving at the Ypres Salient in March 1917. By the end of May, he would be back in England after having fallen heavily one very dark night whilst stepping above the trench line to watch the bombardment of enemy positions and suffering a badly broken rib. His misfortune that evening was of course to the benefit of British art as, along with C.R.W. Nevinson, he was to become the most important artist to depict the Great War and would not suffer the same fate bestowed on his regiment shortly after. Three days following his removal, the majority of his fellow officers perished in the disastrous battle for Hill 60, the vagaries of chance having turned in his favour as they had not done for others such as the tragic Henri Gaudier-Brzeska, mortally wounded in the trenches at Neuville-St-Vaast two years earlier.

By the time of his accident, Nash had completed twenty drawings of life at the front. These works, including *Leaving the Trenches*, represent the earliest examples of the conflict and were sent home in May 1917 to be exhibited at The Goupil Gallery to much critical acclaim. The actuality and immediacy of these works created much of a stir in London as they brought a visual representation of war to

the public who had only previously read or heard about it. They are reflective of his intense experiences over a brief time and paved the way for his appointment by John Buchan in the Ministry of Information as an Official War Artist. The scarcity of these works, several of which now reside in public collections, makes their emergence at auction a rare occasion and they portray an image of military action that is more sedate and removed from the torturous experiences witnessed and transcribed by Nash upon return to Europe and culminating with the Battle of Passchendaele.

Leaving the Trenches depicts a group of heavily accoutred soldiers doggedly moving forward in steel hats over the clean duckboards of the winding trench. Nash had arrived at the Ypres Salient during a relatively quiet time and the only works that record active fighting during this spell are *Raid*, *Preliminary Bombardment* and *The Very Light*. The soldiers here appear to be well ordered, spaced evenly apart from one another in regular formation with their blankets and clothing clean and dry and guns covered. A stretcher rises up above the trench but is not being used giving a further indication that the group are unscathed, at least physically and for the moment. It is clearly Spring and the deep connection that the artist felt with nature and the spiritual world that resonates through his beloved Iwer Heath pictures of only a few years earlier is here juxtaposed with the physical experience of war. The natural world is regenerating as vivid green colour emerges from the battered earth with red flowers and bright gold dandelions sprouting in the foreground of the composition along the trench line. The distant grouping of tall trees is almost reminiscent of the elms that so occupied the artist from the 'bird garden' of his Buckinghamshire home, as is the symmetrically ordered fencing that divides the trench. However, in *Leaving the Trenches* subtle hints of the perilous environment are portrayed such as the two aircraft that have replaced any birds in surveying the landscape and a lone mutilated tree that has been charred from shelling. Whilst our senses cannot pick up the reek of poison gas that Nash spoke of, there is certainly an underlying feeling of tension, reflected in the faces of the two soldiers whose necks are craned back to check that those behind them are safe and perhaps in anticipation of what is yet to come.



“ For a man whose opinions were so often changeable, his sustained regard for London, Londoners and the English countryside remained satisfyingly constant ”

– Jonathan Black, *C.R.W. Nevinson, The Complete Prints*, Lund Humphries, Farnham, 2014, p.63.

11

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

The Thames looking towards Tower Bridge
signed 'C.R.W.NEVINSON' (lower right)
oil on canvas
46.1 x 61.1 cm. (18 1/8 x 24 in.)
Painted circa 1939

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 38,000

Provenance

Sale; Sotheby's, London, 14 November 1984, lot 76,
where purchased by the present owner
Private Collection, U.K.

Nevinson termed the capital as 'the City I Love' and referred to himself as a dyed-in-the-wool Londoner. In his autobiography, *Paint and Prejudice* published in 1938 (a similar date to the execution of the present work), Nevinson's opening passage reads as an ode to his home city. He recalls the story of his birth at home in Hampstead and later, the year that 'the Thames froze over and I was taken to see the ox roasted near Waterloo Bridge. I remember being struck by the great number of sea-gulls near the Adelphi and being told that this was the first time they had come so far inland' (C.R.W. Nevinson,

Paint and Prejudice, Harcourt, Brace and Company, New York, 1938, p.4). As a young professional artist he recalls the time 'a bus took me somewhere down to Barking, and there I wandered among my factory chimneys and docks' (Ibid. p.56) – the possessive nature of the description emphasising his attitude towards this part of the city, a fondness as Jonathan Black points out which is no doubt related to Whistler, a 'god' in Nevinson's eyes, who had close ties to the area.

Nevinson enjoyed great commercial and critical success as a war artist, however he struggled to find purpose once the conflict concluded. He lamented 'The relief that the War was over was tremendous, yet this turned out to be for the me the most repulsive time in my life' (Ibid. p.156). Nevinson sought new momentum in his work by turning his focus to New York, but was plagued by further personal tragedy in the loss of his son, ill health, diminishing prosperity and a souring of regard amongst the press.

Throughout these turbulent decades, London, and especially the Thames yielded a constantly fruitful subject. He painted several fine oils facing and around the river, and produced some of his finest printed works of the same subject. However, by the date of the present oil, in his conclusion to *Paint and Prejudice* Nevinson strikes a markedly optimistic tone; 'On all sides, I see prejudice disappearing, and my paint being more appreciated' (Ibid. p.284). It is with this mood that Nevinson painted the present canvas. A serene and Whistlerian scene of industrious factories, much of the canvas is given over to the river itself, the plays of light and gentle movement of the water taking central stage.



12 AR

CHARLES CUNDALL R.A. (1890-1971)

The British Railway's Carry On

signed and dated 'Charles Cundall 1941' (lower right)

oil on canvas

80.5 x 122 cm. (31 5/8 x 48 in.)

£6,000 - 8,000

€6,900 - 9,200

\$7,700 - 10,000

Provenance

Sale; Christie's, Glasgow, 15 May 1997, lot 586

With Simm Fine Art, London, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Royal Academy, *Summer Exhibition*, 1941, cat.no.216

Likely depicting an imagined scene rather than actual location, the present work illustrates both the destruction and human spirit that prevailed in London (and the U.K.) during The Blitz, 1940-1941. Painted in 1941, the viewer is presented with a train yard and hive of industry as men scurry and stoop to mend damaged tracks and get the engines going. All around them light and fires rage from

the Luftwaffe air raid explosions and searchlight beams highlight a sombre sky filled with deterrent barrage balloons. They work under the darkness of night, focussing on the task in hand with the 'carry on' of the title recalling the motivational poster produced just a couple of years prior during WWII that advised the public to 'Keep Calm and Carry on'. Reinforcing the message, in late May and early June 1941, 14,000,000 copies of a leaflet entitled 'Beating the Invader' were distributed with a message from Prime Minister Winston Churchill. The leaflet begins "If invasion comes..." and exhorts the populace to "Stand Firm" and "Carry On". Exhibited at The Royal Academy in the year of its execution, *The British Railway's Carry On* may be viewed as a pictorial representation of that Great British sensibility, to maintain a 'stiff upper lip' in the face of adversity.

At the start of World War II, Cundall worked for the War Artists' Advisory Committee and latterly as an Admiralty artist working on Merchant Navy subjects. As such, he spent time on the Medway, in the West Country and also on the Thames with the latter surely influencing the present work which brings to mind the area of Blackfriars in London. The artist produced other works in this vein and on an epic scale including his seminal *The Withdrawal from Dunkirk* (1940) now in the collection of The Imperial War Museum, London.



**PROPERTY FROM THE ESTATE OF WILLIAM BURKITT REID,
TORONTO, CANADA**

13^{*}

HARRINGTON MANN (1864-1937)

Nude

signed and dated 'HARRINGTON MANN 1933' (lower right)

oil on canvas

50.8 x 63.5 cm. (20 x 25 in.)

£8,000 - 12,000

€9,200 - 14,000

\$10,000 - 15,000

Provenance

Private Collection, Canada

Born and trained in Glasgow and originally part of the Glasgow Boys movement during the 1880s, Harrington Mann moved to London and attended The Slade School of Art under the French artist Alphonse Legros (1837-1911). At the turn of the century he moved to south London and found success with painting society portraits, whilst maintaining a studio in New York. His strong sense of colour and design (Mann also worked on stained glass windows), honed in the late nineteenth century, is evident in the present canvas; the exaggerated erotic pose of the model is partly covered by the patterned throw which contrasts with the rich orange plainness of the settee. Dated 1933, *Nude* displays Mann's more modernist technique of broader and bolder brushstrokes, heavily influenced by John Singer Sargent (1856-1925).



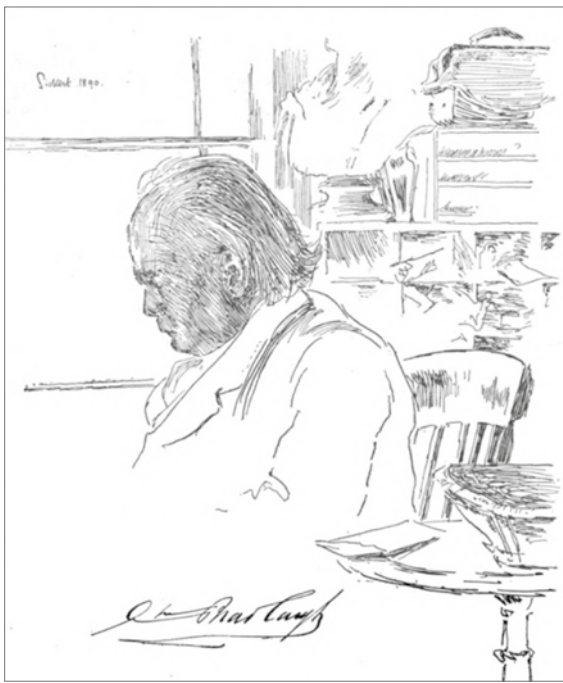


Fig.1 Charles Bradlaugh, a cartoon by Walter Sickert published in 'The Whirlwind', June 1890.

VARIOUS PROPERTIES

14

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

Charles Bradlaugh's Study
signed and inscribed 'To Mrs Bradlaugh Bonner/Walter Sickert'
(lower left)
oil on canvas
63.5 x 76.3 cm. (25 x 30 in.)
Painted in 1891

£15,000 - 20,000
€17,000 - 23,000
\$19,000 - 26,000

Provenance

The Artist, by whom gifted to
Mrs Hypatia Bradlaugh Bonner
Sir Julian Cahn, thence by descent to
Private Collection, U.K.
With Daniel Katz Gallery, London, October 2010, where acquired by
Private Collection, U.K.

Literature

Matthew Sturgis, *Walter Sickert: A Life*, Harper Collins, London, 2005, pp.181, 685
Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, London & New Haven, 2006, p.190, cat.no.59 (col.iii)

Charles Bradlaugh (1833-1891) was a radical Member of Parliament for Northampton, atheist and founder of the National Secular Society.

The year prior to Bradlaugh's death Sickert painted the MP's portrait in the muted tones of his parliamentary robes which was exhibited at the NEAC in Spring 1890. He also sketched a cartoon (Fig.1) published in June 1890 in the newly established 'lively and eccentric' newspaper *The Whirlwind*, for which Sickert held a brief tenure as art critic. In it Sickert depicted Bradlaugh in his study, seated beneath the bust shown in the present canvas. Following these two depictions Sickert's biographer Matthew Sturgis remarks that Sickert had taken a position almost as Bradlaugh's official portraitist. Following Bradlaugh's death in January of 1891 Sickert offered to paint a memorial portrait on commission by a donor of the Manchester Secular Society, which now resides in the Manchester Art Gallery (and is indeed the first documented occasion of Sickert painting from a photograph, a method he would employ repeatedly in his later career). Sickert also painted the present canvas, a depiction of Bradlaugh's empty study at his home in St John's Wood. Spontaneously sketched, Sickert has rapidly noted the tools of Bradlaugh's trade; the books, papers and writing desk, the light from the window highlights his now empty chair. Painted for and dedicated to Bradlaugh's daughter Hypatia Bradlaugh Bonner, Baron describes the painting as an 'evocative memento of her father and his work'. (Wendy Baron, *Sickert Paintings & Drawings*, Yale University Press, New Haven and London, p.190).

We are grateful to Dr. Wendy Baron for her assistance in cataloguing this lot.





William Nicholson in the Alcazar Gardens, Seville, 1933 - Photograph
© Ada Pringle - Private Collection

15 AR

SIR WILLIAM NICHOLSON (1872-1949)

Alcazar Gardens
oil on panel
32 x 40.5 cm. (13 x 16 1/8 in.)
Painted in 1933

£20,000 - 30,000
€23,000 - 35,000
\$26,000 - 38,000

Provenance

With The Leicester Galleries, London, 1943
Collection of Gordon Binnie by 1956, thence by family descent
Private Collection, U.K.

Exhibited

London, The Leicester Galleries, *Paintings by Sir William Nicholson*,
April 1943, cat.no.26
Hove, Hove Museum, *An Exhibition of Work by Sussex Painters: Past
and Present*, 16 June–16 September 1951

Literature

Lillian Browse, *William Nicholson*, Rupert Hart-Davis, London, 1956,
p.104, cat.no.446 (dated 1935)
Patricia Reed, *William Nicholson: Catalogue Raisonné of the Oil
Paintings*, Yale University Press, London & New Haven, 2011, p.531,
cat.no.685

William Nicholson's Spanish paintings of the 1930s are mainly associated with Malaga and the hills above the port: *Plaza da Torres, Malaga* (1935, Tate Britain) and the area around Segovia: *The Road to Zamarramala* (1936, Sheffield City Art Gallery) where he travelled with the novelist Marguerite Steen, who later wrote his biography. However Nicholson's first experience of Spain was a six week stay in Seville, January-February 1933. He was in the company of his old friend and patron, Mrs Ada Pringle, who had already made several visits to Spain. As she was recuperating after an operation they did not go far from their hotel in the centre of town.

Seville, the birthplace of his favourite artist, Velazquez, delighted Nicholson. It was also his first introduction to Moorish design and architecture, and he paid frequent visits to the Alcazar and its gardens. Made up of a series of compartment gardens that had evolved over the centuries and planted with myrtle hedges, orange groves, roses and many species of palms that Nicholson had never seen before, the whole area was overgrown and full of mystery.

In the present work Nicholson has cropped the image in order to focus on the trunks of the palm trees – the oldest trees known to man. A Pindo palm or Jelly palm (*Butia Capitata*) appears left of centre, its trunk is covered with the stubs of dead palm leaves, their descendants – feathery palm fronds, curving gracefully down to the left. Unidentified palms to left and right with the diagonal of what is probably a young palm of the tall, spindly type with fan-shaped leaves that Nicholson had featured in *Bombay Landscape* and *Bombay Outskirts* (both 1915), and also in his pen and ink street scenes of 1920, such as *Place de la Liberté* (These rooms, 11 November 1999, lot 227). In the shadows of the middle distance (right) a couple move along an unseen path – the woman in a purple kaftan and the man in a striped shirt. The foreground left is animated by a pair of white doves. The limited palette, use of impasto and strong shadows add to the drama.

We are grateful to Patricia Reed for compiling this catalogue entry.





16

ROBERT POLHILL BEVAN (1865-1925)

The Four-Horse Team

stamped with studio stamp (on a label verso)

oil on canvas laid on board

27.5 x 36 cm. (10 3/4 x 14 1/8 in.)

Painted circa 1906

£5,000 - 7,000

€5,800 - 8,100

\$6,400 - 9,000

Provenance

The Artist's son, from whom acquired by
Dudley Sommers, bequeathed by his wife
Ruth Sommers, to the present owners
Private Collection, U.K.

Exhibited

London, P & D Colnaghi & Co. Ltd., *Paintings by Robert Bevan*, 6-26
April 1961, cat.no.3
London, P & D Colnaghi & Co. Ltd., *Robert Bevan 1865-1925:
Centenary Exhibition*, 23 March-13 April 1965, cat.no.9

Literature

Frances Stenlake, *Robert Bevan: From Gauguin to Camden Town*,
Unicorn Press, London, 2008, p.72



17 AR

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

Moses and the Brazen Calf

signed and inscribed 'Drawing/by/Stanley/Spencer' (verso)

pencil and wash

22.7 x 23.6 cm. (9 x 9 1/4 in.)

Executed in 1911

Please note that there is a study of a standing figure (verso)

£6,000 - 8,000

€6,900 - 9,200

\$7,700 - 10,000

Provenance

Sir Muirhead Bone (1876 - 1953)

With The Leicester Galleries, London, circa 1960, where acquired by

Mr & Mrs Peyton Skipwith

With Liss Fine Art, London

Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Stanley Spencer*, 20 September-14 December 1980, cat.no.6 (ill.b&w)

Literature

Hugh Casson, Royal Academy of Arts, *Stanley Spencer R.A.*,

Weidenfeld and Nicolson, London, 1980, pp.40-1, cat.no.6 (ill.b&w)

18 * AR

PAUL HENRY R.H.A. (1876-1958)

Turf stacks with mountains
signed 'PAUL HENRY' (lower left)
oil on panel
25.2 x 31 cm. (10 x 12 1/4 in.)

£15,000 - 20,000

€17,000 - 23,000

\$19,000 - 26,000

Provenance

With The Victor Waddington Galleries, Dublin, 14 June 1954, where purchased by the family of the present owner, thence by descent Private Collection, U.S.A.

The present work recalls Henry's West of Ireland and Kerry bog scenes of the 1930s with his trademark cumulus cloud forms billowing over the mountainous landscape below. The impressionistic handling of the grass and reeds lining the choppy water in the foreground gives a sense of movement from the ever present Atlantic gusts and although devoid of people, the turf stacks in the middle distance are redolent of recent human activity. The present work has remained in the same private collection for sixty-five years since its acquisition from Victor Waddington in 1954.

We are grateful to S.B. Kennedy for his assistance in cataloguing this lot.



19 AR

PAUL HENRY R.H.A. (1876-1958)

Achill Cottage, Lough Corrib
signed 'PAUL HENRY' (lower left)
oil on canvas
35.7 x 40.8 cm. (14 x 16 in.)
Painted in 1928

£40,000 - 60,000

€46,000 - 69,000

\$51,000 - 77,000

Provenance

With The Fine Art Society, London
Private Collection, U.K.

Exhibited

London, The Fine Art Society, *Four Irish Artists: J.H. Craig, Paul Henry, E.L. Lawrenson, J. Crampton Walker*, March 1928, cat.no.55

This is a fine Paul Henry at the height of his powers. When he first went to Achill Island in 1910 it was the people of the island which most attracted his attention. But from around 1915 he turned to the landscape itself. Later he wrote, 'One of my favourite walks was to Saddle Head where I could lie on the turf and look out over Blacksod Bay and the 'Stags of Broadhave', and beyond that to the loneliest part of Ireland' (Paul Henry, *An Irish Portrait*, Batsford Ltd., London, 1988, p.81).

Achill Cottage, Lough Corrib is numbered 1337 in S.B. Kennedy's ongoing catalogue of Paul Henry's *oeuvre* and we are grateful to him for compiling this catalogue entry.



“ I am so pleased to think that my pictures have given such pleasure to you and your friends. Personally I have often thought “what is the good of painting little pictures of beautiful things when the world seems so full of ugly thoughts and deeds”, but if these little pictures have brought any beauty and sweetness into some peoples lives their existence has been justified ”

– The artist in a letter to the present owner's grandmother, 10 May 1918

20 * AR

PAUL HENRY R.H.A. (1876-1958)

Bog Pool

signed 'PAUL HENRY' (lower right)

oil on canvas

50.8 x 62.6 cm. (20 x 24 5/8 in.)

£60,000 - 80,000

€69,000 - 92,000

\$77,000 - 100,000

Provenance

The Artist, from whom acquired directly by the family of the present owner, *circa* 1917

Thence by descent

Private Collection, U.S.A.

The present work has remained in the same private collection for over one hundred years since its acquisition from the artist *circa* 1917. The family supported Paul Henry in his early career purchasing a number of paintings and a collection of six letters from Paul Henry to them discussing the acquisitions is included with this lot.

Depicting a flat landscape with piles of turf stacked neatly into regular mounds, the 'bog pool' of the title snakes its way amongst the stacks from the foreground into the distance. The still water is calm and mirrors serene reflections of the sky and muddy stacks whilst the clouds, always a feature of Paul Henry's work, take up almost two thirds of the composition and are dark, almost foreboding. The arrangement (and palette) illustrate Henry's ability to get to the essence of his subject matter, as Whistler, his teacher in Paris, had instructed, observing things in simple, direct terms and setting them down harmoniously in closely modulated tones. It is an approach which underpins much of Henry's best work. Through the sombre setting however, glimpses of green fields are seen on the horizon line, where the sky brightens and offers hope that the storm is passing.

Whilst turf stacks and bogs were a prevailing theme throughout his career, Henry painted a number of these compositions between 1916 and 1920 specifically and whilst one cannot be certain as to the location depicted, the present work bears a close similarity to *Turf Stacks in Donegal* (see S.B. Kennedy, *Paul Henry, with a Catalogue of the Paintings, Drawings, Illustrations*, Yale University Press, New Haven and London, 2007, cat.no.463, p.195 (ill.b&w)).

We are grateful to S.B. Kennedy for his assistance in cataloguing this lot.



21 * AR

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

Kensington Gardens

oil on canvas

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

£15,000 - 25,000

€17,000 - 29,000

\$19,000 - 32,000

Provenance

The Artist, by whom gifted to

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

Thence by family descent

Private Collection, Australia

Phyllis Chanter was the sister of the artist's second wife, and was given the present work as a wedding present upon her marriage to Douglas Chanter.

We are grateful to Sir Mark Jones and Nicholas Newton for their assistance in cataloguing this lot. Sir Mark is currently preparing the forthcoming catalogue raisonné of the Artist's work and would like to hear from owners of any work by the Artist so that these can be included in this comprehensive catalogue. Please write to Sir Mark Jones, c/o Modern British and Irish Art, Bonhams, 101 New Bond St, Mayfair, London W1S 1SR or email britart@bonhams.com



22 AR

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

Little Paddocks, Berkshire

signed with monogram and dated '43' (lower left)

oil on canvas

61.3 x 91.6 cm. (24 1/8 x 36 in.)

£10,000 - 15,000

€12,000 - 17,000

\$13,000 - 19,000

Provenance

Commissioned by Sir James Horlick O.B.E. (1886–1972) in 1943

Sale; Dreweatts, Newbury, 30 June 2010, lot 110

Sale; Christie's, South Kensington, 14 July 2011, lot 105, where
acquired by the present owner

Private Collection, U.K.

The present work was a commission from Colonel Sir James Horlick of the famous malted milk company in 1943. Horlick had changed the name of his Queen Anne mansion at Ascot from *The Oaks* to *Little Paddocks* shortly after his acquisition in 1920. The property had a distinguished past, having been built in 1705 as the home of Sir Robert Walpole's daughter, Lady Mary, and Charles Churchill, great nephew of the first Duke of Marlborough. During the Horlick family's ownership, *Little Paddocks* was regularly used to entertain guests during the Ascot racing season including members of the Greek Royal family. It would later become the Barclay School and today serves as the Royal Berkshire Hotel.

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23 * AR

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

Winter Shadows

oil on canvas

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

Painted in January 1940

£25,000 - 35,000

€29,000 - 40,000

\$32,000 - 45,000

Provenance

The Artist, from whom purchased by

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

Thence by family descent

Private Collection, Australia

Exhibited

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

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

We are grateful to Sir Mark Jones and Nicholas Newton for their assistance in cataloguing this lot. Sir Mark is currently preparing the forthcoming catalogue raisonné of the Artist's work and would like to hear from owners of any work by the Artist so that these can be included in this comprehensive catalogue. Please write to Sir Mark Jones, c/o Modern British and Irish Art, Bonhams, 101 New Bond St, Mayfair, London W1S 1SR or email britart@bonhams.com





**PROPERTY FROM THE COLLECTION
OF SIR WARWICK & LADY FAIRFAX**

24 * AR

SIR JACOB EPSTEIN (1880-1959)

Third Portrait Bust of Sunita (Bust with Necklace)
bronze with a dark green patina
58 cm. (22 7/8 in.) high
Conceived in 1926

£7,000 - 10,000

€8,100 - 12,000

\$9,000 - 13,000

Provenance

Arnold Haskell
With The Fine Art Society, London, 1974
With Artarmon Galleries, Sydney
Sir Warwick & Lady Fairfax Collection, Sydney
Thence by descent to the present owners

Exhibited

London, Leicester Galleries, *New Work in Sculpture by Jacob Epstein*,
June-July 1926, cat.no.14 (another cast); this exhibition travelled to,
New York, Ferargil Gallery, November-December 1927
Sydney, David Jones' Art Gallery, *Jacob Epstein: Portraits in Bronze*,
10-29 May 1976, cat.no.10

Literature

Robert Black, *The Art of Jacob Epstein*, New York and Cleveland,
1942, p.236, cat.no.124 (another cast)
Richard Buckle, *Jacob Epstein Sculptor*, The World Publishing
Company, Cleveland, 1963, p.146, pl.223 (ill.b&w, another cast)
Evelyn Silber, *The Sculpture of Epstein with a Complete Catalogue*,
Phaidon, Oxford, 1986, p.159, cat.no.166 (ill.b&w, another cast)

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



VARIOUS PROPERTIES

25

MARK GERTLER (1891-1939)

Head of a Girl (Miss Anne David)

signed and dated 'M.Gertler.38' (upper right)

oil on canvas

46 x 33 cm. (18 x 13 in.)

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 38,000

Provenance

The Artist, from whom acquired by

Colonel Charles H. David, thence by descent to

Miss Anne David (the sitter), thence by descent to the present owner

Private Collection, U.K.

The present work poses an intriguing mystery. A label which accompanies the picture from an untraced exhibition identifies the sitter as *The Spanish Girl*, and indeed a stamp to the back of the canvas and stretcher identifies their origin as the atelier Casa Texidor at number 16 Ronda S.Pere, Barcelona. Gertler took several holidays to Spain in the 1930s, with Spanish subjects featuring regularly in his oils of the decade and as such one would assume that this stylish figure, rendered with a monumental and sculptural quality reminiscent of Picasso's neoclassicism, would also hail from Spain. However, the sitter is known to be Miss Anne David, a student of Gertler's at The Westminster School of Art who was also painted by Raymond Sheppard, and who had no known ties to the country.

We are grateful to Sarah MacDougall for her assistance in cataloguing this lot.



26

MARK GERTLER (1891-1939)

Winter Cherries

signed, indistinctly inscribed and dated 'Mark Gertler 1911' (lower left); further signed and titled 'Winter Cherries/Mark Gertler' (verso)

oil on canvas

50.9 x 40.7 cm. (20 x 16 in.)

£15,000 - 20,000

€17,000 - 23,000

\$19,000 - 26,000

Provenance

Mr Leslie J. Morris, the Artist's nephew, thence by family descent to the present owners
Private Collection, U.K.

Exhibited

London, Ben Uri Art Gallery, *Mark Gertler: The Early and the Late Years*, 30 March-27 May 1982, cat.no.13

The academic year of 1911-1912 was officially Gertler's final year at The Slade. However, by this stage his prodigious talent was so apparent that as early as October one of his professors suggested the nineteen-year-old Gertler start earning a living as an artist. He had already twice won The Slade scholarship and in November 1911 was one of only three students to be awarded U.K. scholarships from The British Institute and was described by fellow student C.R.W. Nevinson as 'the genius of the place'. A further boost to the young artist's trajectory came when his portrait *The Artist's Mother* was accepted to the NEAC's winter exhibition where it was snapped up by Sir Michael Sadler (now in the collection of Tate Gallery). Following the acquisition Gertler wrote to Sadler expressing how pleased he was that his work would 'actually "rub shoulders" with these wonderful pictures I saw at your house' (Letter dated 30 November 1911, Tate Archive). The Sadler collection at this stage included works by Gauguin and Cézanne. It was following this period that Gertler's output became more overtly indebted to the works he had encountered at Sadler's home, as evidenced most palpably in the fruits of the present canvas, which has been on long term loan to Ben Uri Gallery since 1976.

We are grateful to Sarah MacDougall for her assistance in cataloguing this lot.



27 * AR

SIR MATTHEW SMITH (1879-1959)

Still Life with a Blue and White Jug

oil on canvas

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

Painted in 1948

£20,000 - 30,000

€23,000 - 35,000

\$26,000 - 38,000

Provenance

With Arthur Tooth, London

Private Collection, U.S.A.

Exhibited

Texas, Contemporary Arts Museum Houston, *Recent Acquisitions*,

29 October-28 November 1954

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



28 AR

SIR MATTHEW SMITH (1879-1959)

Still Life with Green Leaves

signed with initials 'MS' (lower right)

oil on canvas

58.5 x 72.5 cm. (23 x 28 1/2 in.)

Painted in the 1940s

£25,000 - 35,000

€29,000 - 40,000

\$32,000 - 45,000

Provenance

With Lefevre Gallery, London

With The Mayor Gallery, London, 1957

Private Collection, U.K.

Literature

John Gledhill, *Catalogue Raisonné of the Oil Paintings of Matthew Smith*, Lund Humphries, Farnham, 2009, p.221, cat.no.582 (ill.b&w.)

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



29 AR

WINIFRED NICHOLSON (1893-1981)

Hôtel Rue Brea, Paris
oil on canvas
54 x 65.3 cm. (21 1/4 x 25 3/4 in.)
Painted circa 1930

£30,000 - 50,000

€35,000 - 58,000

\$38,000 - 64,000

Provenance

With Agnews & Sons, London
Sir Lawrence Jones (1885-1969)
Sale; Christie's, London, 18 July 1969, lot 121,
where acquired by Gordon Binnie, thence by family descent
Private Collection, U.K.

Following regular visits to Paris with her husband Ben Nicholson on her way to and from Lugano in Switzerland during the early 1920s, Winifred Nicholson moved to the French capital in 1932 with her children and nanny, and settled in a newly built apartment at 48 quai d'Auteuil, overlooking the Seine. Christopher Andreae comments on this time:

'Her plan to go on to Paris (with the children) came about in the autumn of that year. This move could also have been prompted by some kind of wish to be in a place where [Christopher] Wood had been. At the same time, this move was adventurous in terms of developing her art. And it was canny. She could be very shrewd. She knew that Paris would have great appeal to Ben [Nicholson]. Often while she was in Paris, she went out of her way to encourage him to visit the city – and, of course, see her and the children. It was a strategy that worked.' (Christopher Andreae, *Winifred Nicholson*, Lund Humphries, Farnham, 2009, p.114).

Winifred's spell in Paris became significant to her artistic development. Her new friendships with Mondrian, Gabo and Héliou, among others, led to her experimentation with abstraction from 1934. She also purchased works from them to show her support and appreciation of the modernist cause. Yet, at the same time she continued to paint her flower arrangements, often on a table before an open window as in *Hôtel Rue Brea, Paris*, a painting which has not appeared at auction since 1969. In the present canvas a small posy of pink flowers are arranged within an octagonal glass case, beyond which, the walls of the Parisian building are infused with the same hue, to create a pleasing overall image of calm and serenity. Situated in the heart of Montparnasse, the hub of intellectual and artistic life in the city during the 1930s, the hotel was just a short walk from Winifred's flat.

Her stay in Paris was just as important to the wider modern British art community back home, for it acted as a magnet and base for her husband, Ben Nicholson, during his visits; he spent four months in France in 1933 and continued with lengthy stays each year until 1936. It was during this time that he committed to producing objective abstraction, having been encouraged by his new friend and abstract artist Jean Héliou.

Hôtel Rue Brea, Paris was most probably painted in the spring of 1930 when the artist briefly visited the city for Christopher Wood's and Ben Nicholson's exhibition at the Bernheim Gallery, before her longer term move two years later. For other pictures painted at this time see *Kate and Cissy in Paris*, and *Fruits d'Etoile, Paris* (Op. Cit. pp.90-91).

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





30 AR

JOHN PIPER C.H. (1903-1992)

North Luffenham II

signed 'John Piper' (lower right) and inscribed 'No 8/North Luffenham/2'
(verso)

watercolour, gouache, chalk and ink
45 x 63 cm. (17 3/4 x 24 3/4 in.)

£6,000 - 8,000

€6,900 - 9,200

\$7,700 - 10,000

Provenance

With Soloman Gallery, Dublin

Sale; Christie's, London, 9 November 1984, lot 213, where acquired by
Reuters Group Plc, from whom acquired by the family of the present owner
Private Collection, U.K.



31 AR

JOHN PIPER C.H. (1903-1992)

Japanese Larch

signed 'John Piper' (lower left) and dated twice '5 NOV 1985/5 NOV 85' (lower right)

watercolour, gouache, ink and chalk

36 x 51 cm. (14 1/8 x 20 in.)

£5,000 - 7,000

€5,800 - 8,100

\$6,400 - 9,000

Provenance

With Waddington Galleries, London

L.T. Hatton, thence by family descent

Private Collection, U.K.

32 AR

JOHN PIPER C.H. (1903-1992)

Montpellier de Didonne, Charente
signed 'John Piper' (lower right); inscribed and dated
'Montpellier de Didonne/13 10 67' (lower centre)
watercolour, gouache, crayon, pen and ink
76.7 x 56 cm. (30 1/4 x 22 in.)

£10,000 - 15,000

€12,000 - 17,000

\$13,000 - 19,000

Provenance

With Marlborough Fine Art, London, 1967

William O'Shei

Sale; Sotheby's, London, 10 March 1993, lot 232

Private Collection, U.K.

This composition was also worked into a screenprint of the same title
by the artist, an example of which is held in Tate Collection.



33 AR

GRAHAM SUTHERLAND O.M. (1903-1980)

Machine

signed, titled and dated 'MACHINE/6.V.62/Sutherland' (verso)

oil on canvas

55 x 46 cm. (21 3/4 x 18 1/8 in.)

£25,000 - 35,000

€29,000 - 40,000

\$32,000 - 45,000

Provenance

With Marlborough Fine Art, London, from whom probably acquired by the father of the present owner, circa 1960s, thence by family descent Private Collection, U.K.

Exhibited

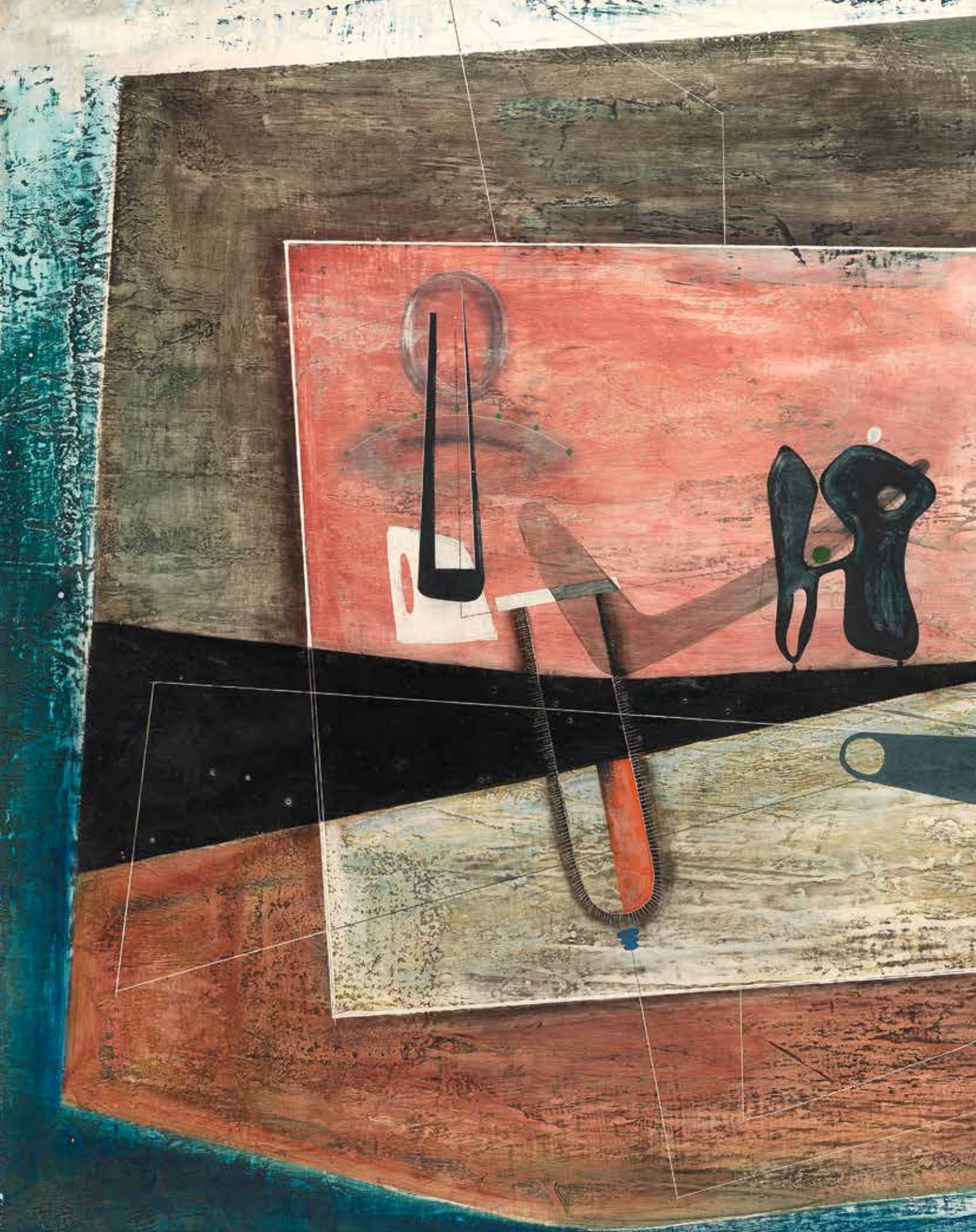
London, Marlborough Fine Art, *Graham Sutherland: Recent Paintings*, June-July 1962, cat.no.36

The 1962 solo exhibition at Marlborough Fine Art was Sutherland's first major show since his 1953 Tate retrospective and showcased thirty five oils, the present work included. He had been awarded the Order of Merit in 1960 and his artistic reputation was riding high.

Painted at a time that followed completion of his work on the Coventry Tapestry at the end of 1961 and before his return to Pembrokeshire themes in 1968, the present work depicts one of the artist's typically organic 'machines'. Sutherland had been so focussed on the tapestry that there had not been much time for other work so the period that followed was both intensely productive and exceptionally diverse in that it included a wide range of subjects – landscapes, scales, a variety of animals, interiors, fountains and of course, machines.

Machine is one of a number of works where the artist imbued man-made objects with anthropomorphic qualities (see *The Scales*, 1961-2, Tate Collection). Despite the mechanical title the object appears plant or crab-like with various tendrils or 'limbs' projecting forth from a central core. The positioning against a number of vertical blue lines is suggestive of a grille and captivity, thereby reinforcing the concept of a sentient form.







John Tunnard A.R.A. (1900-1971)

Painting No.1

34 * AR

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

Painting No.1

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

£60,000 - 80,000

€69,000 - 92,000

\$77,000 - 100,000

Provenance

Tunnard Estate, until 1988
With McRoberts and Tunnard Ltd., London
With Gillian Jason Gallery, London
Sale; Christie's, London, *The Poetry of Crisis; The Peter Nahum Collection of British Surrealist and Avant-Garde Art 1930-1951*, 15 November 2006, lot 100, where acquired by the present owner
Private Collection, U.S.A.

Exhibited

Cardiff, Arts Council of Great Britain, The National Museum of Wales, *British Art and the Modern Movement 1930-40*, 13 October-25 November 1962, cat.no.56
London, Marlborough Fine Art, *Art in Britain 1930-40 Centered around Axis Circle Unit One*, March-April 1965, p.85, cat.no.163 (ill.)
London, Royal Academy, *John Tunnard 1900-1971*, 5 March-11 April 1977, cat.no.19; this exhibition travelled to Cambridge, Kettle's Yard, 14 May-7 June, Kettering, Kettering Art Gallery, 11 June-2 July, Manchester, Manchester City Art Gallery, 16 July-14 August, Newcastle-upon-Tyne, Laing Art Gallery, 20 August-11 September and Penzance, Newlyn Art Gallery, 1-29 October 1977
Swansea, Glynn Vivian Art Gallery, *Contrariwise: Surrealism and Britain 1930-1986*, 20 September-15 November 1986, p.45, cat.no.142 (ill.)
Aldeburgh, Peter Pears Gallery, *Festival Exhibition*, 9-24 June 2006, cat.no.14

Literature

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

'John Tunnard's work has the same kind of architectural precision (as Ben Nicholson's), but behind it is a warmth that is missing from Mondrian, and a depth that is lacking in Ben Nicholson' (Eric Newton, critic for The Listener, Alan Peat & Brian A Whitton, *John Tunnard, His Life and Work*, p.72).

In 1938 John Tunnard introduced himself to Peggy Guggenheim, the renowned collector who was running the Guggenheim Jeune Gallery, which would prove to be one of the most fortuitous meetings of his career. She was so impressed by his work and pitch that she offered him an exhibition on the spot and from there his reputation

and success soared. In her autobiography, Peggy recalled 'One day a marvellous man in a highly elaborate tweed coat walked into the gallery. He looked like Groucho Marx. He was animated as a jazz-band leader; which he turned out to be. His colour was exquisite and his construction magnificent.' (Op.Cit., p.53).

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

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

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

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

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





35 AR

DANIEL O'NEILL (1920-1974)

Peace

signed 'D O'Neill' (lower left)

oil on board

45.7 x 66.1 cm. (18 x 26 in.)

£8,000 - 12,000

€9,200 - 14,000

\$10,000 - 15,000

Provenance

Private Collection, U.K., since the 1970s



36 AR

DANIEL O'NEILL (1920-1974)

The Smooth Red Rock

signed 'D O'Neill' (lower right) and titled 'THE SMOOTH RED ROCK'
(verso)

oil on board

40.6 x 61 cm. (16 x 24 in.)

£8,000 - 12,000

€9,200 - 14,000

\$10,000 - 15,000

Provenance

Private Collection, U.K., since the 1970s

37 AR

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

Ardglass

signed 'Colin M' (lower left); further signed and titled
'Colin M/ARDGLASS' (verso)

oil on canvas

25.4 x 35.6 cm. (10 x 14 in.)

£12,000 - 18,000

€14,000 - 21,000

\$15,000 - 23,000

Provenance

Sale; Sotheby's, London, 22 May 2014, lot 293,
where acquired by the present owner
Private Collection, U.K.

Colin Middleton used artistic styles indiscriminately and would move back and forth between them as the circumstances of his life or environment dictated. The present work is an expressionist example in its use of emotive brushstrokes and colour.

Middleton moved to Ardglass, Co. Down, in 1948 following the death of his mother the year before. His artistic intentions had hitherto been somewhat stifled owing to the need to work in the family damask business and support his ailing mother. But on her passing he found himself released from daily routine and, bolstered by an allowance from Victor Waddington (who began to represent him that November), relished the opportunity to focus completely on painting. Considering the present work in this context, one can appreciate the artist's mood at the time through the sombre palette punctuated with bright yellows and greens that is at once melancholy and jubilant.

We are grateful to Jane Middleton for her assistance in cataloguing this lot.



38 AR

IVON HITCHENS (1893-1979)

Firwood Ride Variation

oil on canvas

41.1 x 91.5 cm. (16 1/4 x 36 in.)

Painted circa 1958

£30,000 - 50,000

€35,000 - 58,000

\$38,000 - 64,000

Provenance

Acquired by the family of the present owner in 1979,
thence by descent
Private Collection, U.K.

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

The present work is one of several known paintings outside the numbered *Firwood Ride* series. Along with the *Winter Walk* series of 1948, they are centred around the woodland by the artist's home near Petworth, West Sussex. Hitchens wanted to demonstrate the vivid, flowing nature of the countryside and the dramatic change the seasons had on the landscape. As in the present example the viewer is drawn across and into the image, discovering variations in colour and light as we move amidst the tree trunks and through the tangled branches beneath a deep blue sky.

A number of these works were exhibited together at Hitchens' one-man exhibition at The Leicester Galleries in May 1959 and gave the public the fullest opportunity yet to understand and appreciate his painting practice. Whilst at first glance similar, 'those who took the trouble to look more deeply into each of the variations and then compared them, one against another, must surely have been exhilarated by the artist's orchestration of so many subtle changes of emphasis and mood in this one, seemingly undramatic, subject' (Peter Khoroché, *Ivon Hitchens*, Andre Deutsch, London, 1990, p.91).

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





39 AR

GEORGE KENNETHSON (1910-1993)

Mother and Child

Clipsham stone

49 cm. (19 1/4 in.) high

Unique

£12,000 - 18,000

€14,000 - 21,000

\$15,000 - 23,000

Provenance

Private Collection, U.K., since the 1980s



The present work likely dates to the late 1960s whilst Kennethson was an art master at Oundle School and is carved from Clipsham stone, which the artist regularly used and takes its name from the small Rutland village near his home. As with much of the artist's work, *Mother and Child* has obvious resonances in terms of form and line with the output of Henry Moore and incorporates the same urgency that Sir Jacob Epstein and Eric Gill used in their carving and that Kennethson so admired. Unlike many of his fellow artists, Kennethson never deterred from direct carving in English stone and was totally committed in that regard. He believed that materials should retain their characteristics and refrain from attempting to look what they are not, stating that his carvings should be regarded 'not as a specific illusionism, but as an expressive, harmonised relationship of planes, masses, weights and proportions to give life to an idea'.



Kennethson first met the influential Jim Ede in the late 1950s, who was impressed by the artist's determination in pursuit of his work, subsequently acquiring two sculptures for the Kettle's Yard Collection; *Construction (Birds)* and *Forms*. Kennethson would go on to have two one-man exhibitions there in 1972 and 1975 with both men sharing a passion for the work of both Henri Gaudier-Brzeska and Constantin Brancusi.







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

Lots 40 - 47



40 AR

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

A Country Road

signed with initials and dated 'L S L/3rd April 1961' (verso)

pencil

20 x 25.4 cm. (7 7/8 x 10 in.)

£6,000 - 8,000

€6,900 - 9,200

\$7,700 - 10,000

Provenance

Professor H.B. Maitland, thence by descent to

Mrs. M. Dickie

Sale; Sotheby's, London, 16 March 1977, lot 108, where acquired by

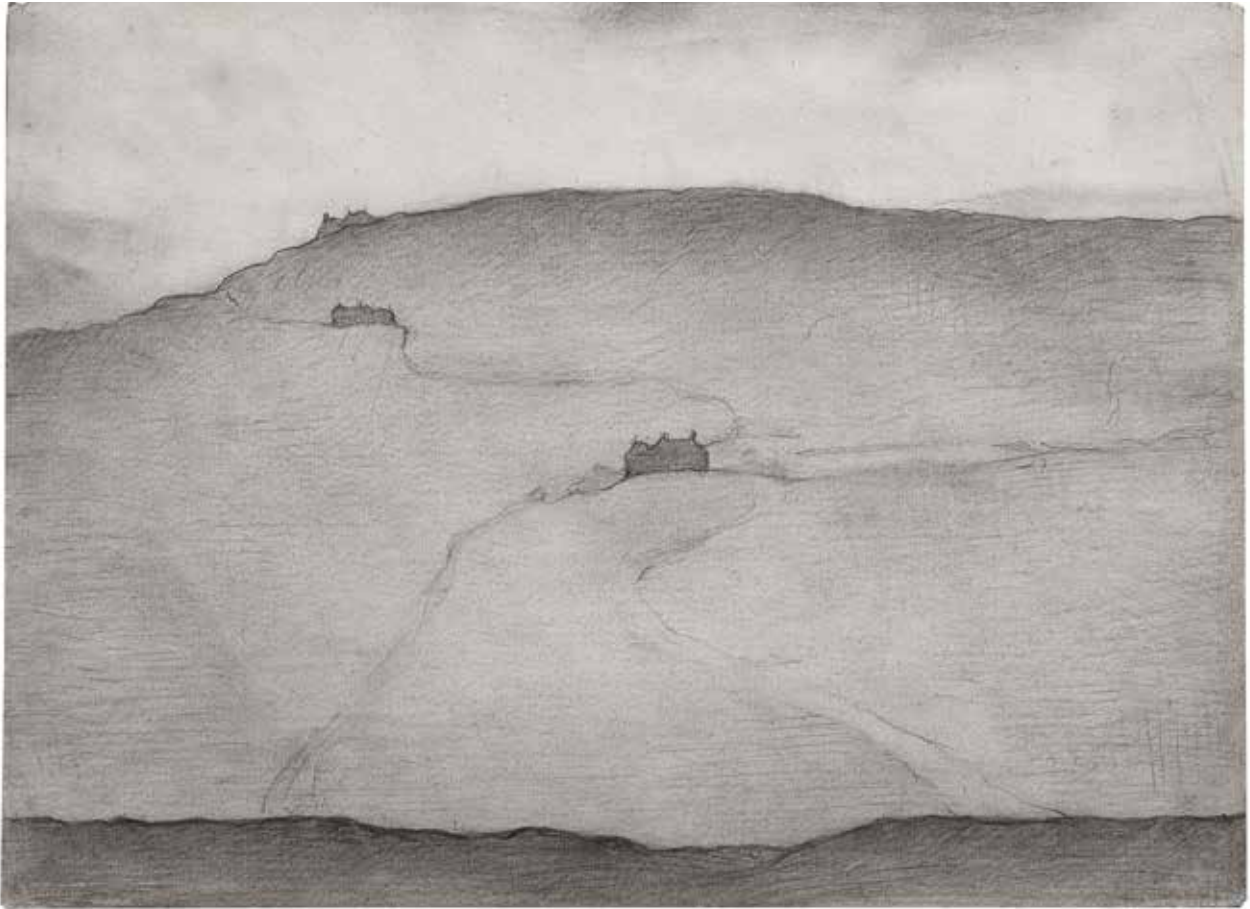
Private Collection, U.K.

Their sale; Bonhams, London, 18 November 2005, lot 26, where

acquired by the present owner

Private Collection, U.K.

Canadian-born Hugh Maitland and L.S. Lowry shared a friendship which lasted more than 30 years. Maitland was a Professor of bacteriology at Manchester University and Lowry would often visit him on Sundays. Maitland recorded some of their many conversations, the tapes of which are held in the archives at The Lowry, Salford and also informed Shelley Rohde in the writing of her biography on the Artist.



41 AR

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

The Bronte Country

pencil

26 x 35.3 cm. (10 1/4 x 13 7/8 in.)

Executed in 1942

£12,000 - 18,000

€14,000 - 21,000

\$15,000 - 23,000

Provenance

With Lefevre Gallery, London

With Crane Kalman Gallery, London

Private Collection, U.K.

Exhibited

Edinburgh, The Scottish Arts Council, The Scottish Arts Council

Gallery, L.S. Lowry, 16 December 1977-4 June 1978, cat.no.28 (as

The Witherns); this exhibition travelled to, Hawick, Aberdeen, Dundee,

Inverness and Perth

42 AR

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

Crowded street scene

signed and dated 'L.S.Lowry 1933' (lower left)

pencil

16.2 x 22.3 cm. (6 3/8 x 8 3/4 in.)

£30,000 - 50,000

€35,000 - 58,000

\$38,000 - 64,000

Provenance

The Artist, by whom gifted to the present owner, 6 January 1950
Private Collection, U.K.

Please note this lot is accompanied by a letter from the Artist
to the present owner.

Crowded street scene was gifted by Lowry to the present owner in 1950. Her father, John M. Holmes, was principal of the Manchester Municipal School of Art (now the Manchester School of Art) between 1939 and 1953. Holmes ran a 'Friday Club' for the school, inviting artists to come and speak to students. He asked Lowry on several occasions and, although due to his commitments to the Pall Mall Property Company the artist never accepted the invitation, Holmes and Lowry became friends. Lowry would often come to tea at the Holmes' household and he once accompanied the family on an outing to watch a pantomime. It was on this occasion that Lowry offered to sign an autograph book for Holmes' daughter. However, the book was

too small for Lowry to sketch in and instead he decided that he would send her a drawing. She received the present work in the post shortly after along with a letter, which accompanies the lot and reads:

Dear Miss Holmes,

Here is the pencil sketch I promised you – I do hope you will like it. I apologise for the rough mount. So you must please forgive me for that. It was the best I could do myself. I wanted you to see it before you went back to London.

I still think that Pantomime Dame is one of the best I have ever seen and I enjoyed the day and the show very much indeed and you were all very kind to me. + I thank you all for it with my very best wishes to you all.

Yours very sincerely

L.S. Lowry.

Lowry's benevolence is well documented, he often gave works to friends and acquaintances but his generosity on this occasion is exemplary. By 1950 Lowry was a successful artist, exhibiting his work regularly at the Lefevre Gallery in London. He was to be the subject of a monograph by Maurice Collis, published the following year and had already been awarded a one-man exhibition at the Manchester City Gallery. Lowry's work was highly sought after and his drawings from the 1930s especially, display his draughtsmanship at its very best.



43 AR

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

Church, Wath Brow, Cleator Moor
signed and dated 'L.S.Lowry/1948' (lower right)
pastel and chalk
37.9 x 28 cm. (15 x 11 in.)

£40,000 - 60,000

€46,000 - 69,000

\$51,000 - 77,000

Provenance

The Artist, from whom acquired by
Reverend Geoffrey Bennett
His sale; Christie's, London, 23 March 1995, lot 108, where acquired
by the present owner
Private Collection, U.K.

Exhibited

London, Royal Academy, *L.S. Lowry 1887-1976*, 4 September-14
November 1976, cat.no.174
Carlisle, Tullie House, *The Reverend Mr. Bennett's Lowry's*,
January-April 1992, cat.no 8 (col.iii)

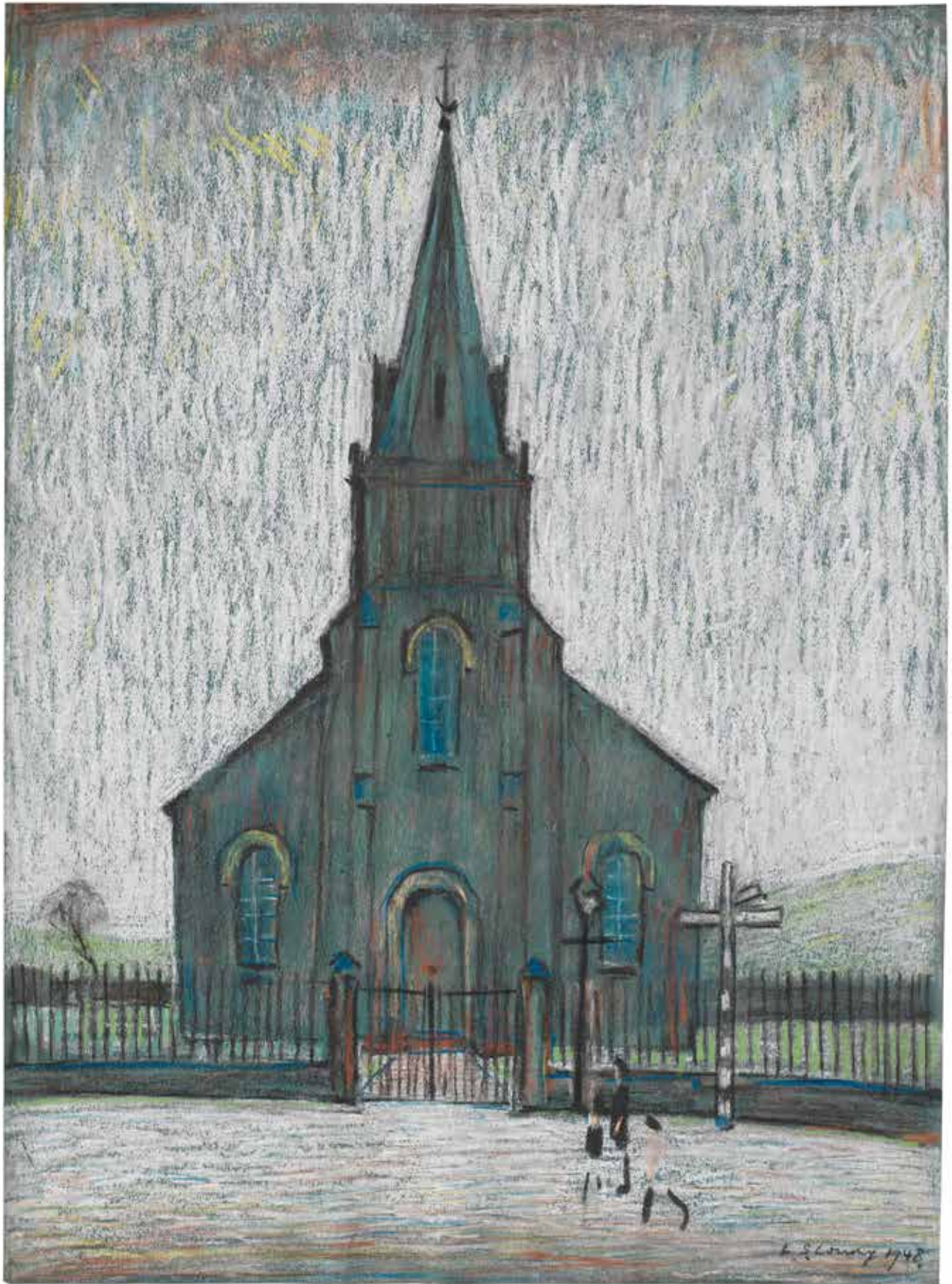
Literature

Mervyn Levy, *The Drawings of L.S. Lowry: Public and Private*,
Jupiter Books, London, 1976, pl.IV (col.iii)

The Reverend Geoffrey Bennett, the first owner of the present work, was one of Lowry's most ardent patrons. The pair met in 1926 when Bennett worked as a clerk in the Foreign Department of the Spring Gardens branch of the London and County Westminster Bank in Manchester. Lowry's cousin Grace Shepherd also worked in the branch and once a week the artist would visit and take her to lunch. Bennett took an interest in Lowry's work, and this was cemented when he later married and the new Mrs Bennett immediately 'achieved a total sympathy' with the artist.

As Lowry became more successful, the Pall Mall Property Company, for whom he worked as Chief Cashier allowed him to spend more time working on his paintings, and this enabled him to visit friends who had moved away from the area. When Bennett moved to Cumbria and was made manager of the National Westminster Bank in Cleator Moor, Lowry became a frequent guest. Several works were executed in Cumbria on such visits, including the present work and the well-known *Cowles Fish and Chips, Cleator Moor* (see Christie's, 24 May 2012, where sold for £145,250) drawn with pastels belonging to the Bennetts' young son. A rare medium amongst Lowry's output, such works display the artist's impressive adaptability and when compared to his oils in which he famously restricted his palette to five colours, he allows himself to employ a rather dazzling array of colours with great success.

Of Church, Wath Brow, Cleator Moor, Mervyn Levy comments: 'Lowry's brilliant use of crayon is well exemplified in this drawing. The formula for success is disarmingly simple. In the foreground the strokes are mainly horizontal, adding to the sense of breadth. In the drawing of the church and the sky the crayon strokes are mainly vertical to intensify the feeling of height.' (Mervyn Levy, *The Drawings of L.S. Lowry: Public and Private*, Jupiter Books, London, 1976, pl.IV).



“ I get up, not so early, perhaps, but not too late, and work at my painting until half-past twelve. Then I take the bus into Manchester. I do that every day. After lunch I walk about, often down the Oldham Road or to other corners I never grow tired of. ”

– Shelley Rohde, *L.S. Lowry, A Biography*, Lowry Press, 1999, p.142.

44 AR

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

Oldham Road

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

pencil

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

£50,000 - 70,000

€58,000 - 81,000

\$64,000 - 90,000

Provenance

With Crane Kalman Gallery, London, 31 May 1971,

where purchased by Dr & Mrs Blum, New York

With Crane Kalman Gallery, London, 12 January 2001,

where purchased by the present owner

Private Collection, U.K.

Exhibited

London, Crane Kalman Gallery, *Established, Undervalued and Young*

Artists, 7 December 2000-16 January 2001

Lowry's interest in depicting the industrial North can be dated back to the period before the outbreak of the First World War. However it was during the 1920's that he really began to build up and formulate the pictorial vocabulary of his industrial landscapes, for which he would become so known and loved. He probably produced more work in

this decade than any other and exhibited widely with the New English Art Club and Society of Modern Painters, among others.

The present work dates from 1929 and depicts an imaginary scene on a section of Oldham Road, a favoured place for the artist. A number of figures move across the composition, singly and in pairs, some hold dogs on leads whilst others stand gossiping at a window. They wear typically heavy coats, boots and hats reflecting the often bitter Northern climate and one central figure props himself up with his walking stick. The desired impression is that these are normal, 'salt of the earth' people going about their daily business. Executed in heavily shaded pencil, the residential buildings lining each side of the street work as a compositional device to funnel the viewers eye down the road, taking in all the 'action'. Nothing special is happening but Lowry's delight was in discovering the extraordinary in the ordinary, a gift that is abundantly clear in the present work.

The year after the present work was executed, in 1930, Lowry had his first one-man exhibition in Manchester which was 100% sold and this victory was reinforced when in 1932 he had work accepted by The Royal Academy. The momentum was short-lived though and progress then stalled owing to the death of his father and declining health of his mother. Thus the present work can be seen as dating from a pivotal period of artistic fervour that resulted in Lowry's first real commercial and public success.



45 AR

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

Industrial Scene with Figures

signed and dated 'L.S.Lowry 1958' (lower left)

oil on panel

15.2 x 11 cm. (6 x 4 3/8 in.)

£70,000 - 100,000

€81,000 - 120,000

\$90,000 - 130,000

Provenance

The Artist, by whom gifted to

Private Collection, U.K., 1960s

Their sale; Bonhams, London, 20 November 2013, lot 31

With Clarendon Fine Art, London, where purchased

by the present owner

Private Collection, U.K.

Painted on a very small scale, *Industrial Scene with Figures* (1958) illustrates that L.S. Lowry was just as accomplished working on diminutive pictures as he was on expansive canvases. Like *A Mill Scene, Wigan* executed in 1964 (see Bonhams, 19 November 2008, lot 61) and *Mill Scene* painted in 1972 and exhibited in Tate Britain's 2013 Lowry exhibition (see colour plate number 118 in the accompanying exhibition catalogue) the present lot, through the incorporation of figures travelling to their workplace, shows a thriving industrial environment within an unusually confined space. Despite being petite these oil sketches exude character; they take on a truly impressionistic air and the influence of Lowry's teacher Adolphe Valette (1876-1942) at the Manchester Municipal School of Art during 1905-07 is perhaps most evident whilst looking at these bijoux pictures. One only needs to compare *Industrial Scene with Figures* with Valette's equally sized *St. Peter's Square* (reproduced in colour in Cécilia Lyon's 2006 monograph on Valette, pl.11) to understand just how influential this French born artist was in determining Lowry's future style of painting. Indeed, Lyon notes, 'Lowry did in fact express his gratitude for Valette's contribution. 'I cannot over-estimate the effect on me at that time of the coming into this drab city of *Adolphe Valette*, full of the French Impressionists, aware of everything that was going on in Paris. He had freshness and a breadth of experience that was a very wonderful thing, as I saw it done by himself and his friends.' (Cécilia Lyon, *Adolphe Valette*, Phillimore & Co., Chichester, 2006, p.116).





46 AR

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

Old House

pencil

25.6 x 34.9 cm. (10 x 13 3/4 in.)

Executed circa 1936

£15,000 - 20,000

€17,000 - 23,000

\$19,000 - 26,000

Provenance

With Lefevre Gallery, London

Sale; Bonhams, London, 30 May 2012, lot 16,

where acquired by the present owner

Private Collection, U.K.

Literature

Mervyn Levy, *Drawings of L.S. Lowry*, Jupiter Books, London, 1973,
pl.121 (ill.b&w)



47 AR

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

Northern Street Scene

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

pencil and ballpoint pen

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

£30,000 - 50,000

€35,000 - 58,000

\$38,000 - 64,000

Provenance

With Lefevre Gallery, London, 12 March 1976, where purchased by the present owner

Private Collection, U.K.

Exhibited

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



48 AR

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

Sketch of 'Mother and Child'
inscribed 'Mother + Child/(Elm Wood)' (upper centre)
pencil

17.8 x 11.7 cm. (7 x 4 6/8 in.)

HMF 2750a

£6,000 - 8,000

€6,900 - 9,200

\$7,700 - 10,000

Provenance

Acquired by the present owner, *circa* 1970
Private Collection, U.K.

The present work is a sketch for the the unique elm wood carving *Mother and Child* (1938) which is in the collection of the Museum of Modern Art, New York and this lot is accompanied by an original letter from the Artist discussing the sculpture.



49 * AR

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

Bison in Profile to Left
signed and dated 'Moore/79.' (lower right)
pen and ink, chalk, wash and gouache
17.5 x 25.1 cm. (6 7/8 x 9 7/8 in.)
HMF no.79 (122)

£8,000 - 12,000
€9,200 - 14,000
\$10,000 - 15,000

Provenance

With Aberbach Fine Art, New York, 1982
With Weintraub Gallery, New York, 1984
With Mallory Design Ltd., New York, 17 May 1993, where purchased
by the family of the present owner and thence by descent
Private Collection, U.S.A.

Exhibited

Florence, Il Bisonte, *Moore: Opere Recenti* 1980, cat.no.9

Literature

Ann Garrould (ed.), *Henry Moore, Volume 5, Complete Drawings 1977-81*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 1994, p.76, cat.no.AG.79.155 (ill.b&w)

50 * AR

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

Butterfly Form

stamped with signature and numbered 'Moore 6/7'; further stamped with maker's signature and monogram 'Hans Hansen/Denmark/925S' (underneath)

silver on a green marble base

5.1 cm. (2 in.) high (excluding the base)

Conceived in 1976 and cast by Hans Hansen in 1981

£10,000 - 15,000

€12,000 - 17,000

\$13,000 - 19,000

Provenance

With Lillian Heidenberg Gallery, New York, where acquired by the present owner *circa* mid 1980s

Private Collection, U.S.A.

Literature

Alan Bowness, *Henry Moore; Sculpture and Drawings Volume 5, Sculpture 1974-80*, Lund Humphries, London, 1983, pp.30-31, cat.no.702 (ill.b&w, another cast in bronze)





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

51 AR

WILLIAM SCOTT R.A. (1913-1989)

Still Life with Fish

signed 'W.SCOTT' (verso)

oil on board

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

Painted in 1955

£70,000 - 100,000

€81,000 - 120,000

\$90,000 - 130,000

Provenance

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

Literature

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

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

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



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

– Norbert Lynton

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

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

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

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

was also fundamental to Chardin, and in the Mardall William Scott the natural colour of the bare board has been used to great effect, illuminating the objects from behind.

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

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

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

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

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

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





52 AR

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

Warrior

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

bronze with a brown patina

40.7 cm. (16 in.) high

£15,000 - 20,000

€17,000 - 23,000

\$19,000 - 26,000

Provenance

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

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



53 AR

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

Chinese Horse III (Standing)

signed and numbered 'Frink 1/8' (on the rear left hoof)

bronze with a light green patina

48 cm. (19 in.) high

Conceived in 1989

£50,000 - 70,000

€58,000 - 81,000

\$64,000 - 90,000

Provenance

With Ian Courcoux, Hampshire, 8 February 1990, where purchased by the present owner

Private Collection, U.K.

Exhibited

London, Fischer Fine Art, *Elisabeth Frink; Recent Sculpture and Drawings*, 5 October-9 November 1989, cat.no.17 (another cast)

Glasgow, Compass Gallery, *Elisabeth Frink; Sculpture, Drawings, Etchings*, 4-31 August 1990 (another cast)

Washington D.C., The National Museum of Women in the Arts,

Elisabeth Frink; Sculpture and Drawings 1950-90, 1990 (another cast)

Salisbury, Salisbury Cathedral & Close, *Elisabeth Frink; A Certain Unexpectedness*, 1997 (another cast)

Dorset, Bournemouth University, *Elisabeth Frink, This Fleeting World*, 2011-12 (another cast)

Literature

Edward Lucie-Smith (ed.), *Elisabeth Frink; Sculpture Since 1984 and Drawings*, Art Books International, London, 1994, p.188, cat.no.SC47 (ill.b&w, another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink; Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.181, cat. no.376 (ill.b&w, another cast)

Another cast of *Chinese Horse III (Standing)* is in the collection of The New Art Gallery, Walsall.

Although surrounded by racing horses at her home in Woolland, Frink instead turned to primitive depictions of horses for the majority of her sculptures from this period. Drawing inspiration from her time spent with the horses of Camargue, Frink here displays the steady, stocky reliability reminiscent of the cave paintings at Lascaux. As seen in her *Water Buffalo* sculptures, here too we are able to see Frink turning to Chinese art as a source of inspiration, drawing on numerous depictions as well as terracotta models of horses in varying positions.





54 AR

CERI RICHARDS (1903-1971)

Crooked Rose II

signed and dated '65 Ceri Richards' (lower right)

oil on canvas

76.7 x 76.4 cm. (30 1/8 x 30 in.)

£5,000 - 7,000

€5,800 - 8,100

\$6,400 - 9,000

Provenance

With Marlborough Gallery, London

Acquired by the present owner from a charitable foundation trust,

13 October 2005

Private Collection, U.K.

Exhibited

London, Marlborough Gallery, *Ceri Richards: Retrospective Exhibition*,
1965, cat.no.35



55 AR

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

Head

signed and dated 'Frink/76' (lower left)

pencil and watercolour

76.5 x 54 cm. (30 1/8 x 21 1/4 in.)

£6,000 - 8,000

€6,900 - 9,200

\$7,700 - 10,000

Provenance

With New Grafton Gallery, London, 31 July 1985, where purchased by Charles Goodman

Sale; Sotheby's, London, Chelsea Arts Club Auction, 1988, where acquired by the present owner

Private Collection, U.K.



56 AR

BASIL BLACKSHAW (1932-2016)

Big Boy

signed 'BLACKSHAW' (lower left)

oil on canvas

101.5 x 91.4 cm. (40 x 36 in.)

Please note that there is another painting, *Room* (verso)

£6,000 - 8,000

€6,900 - 9,200

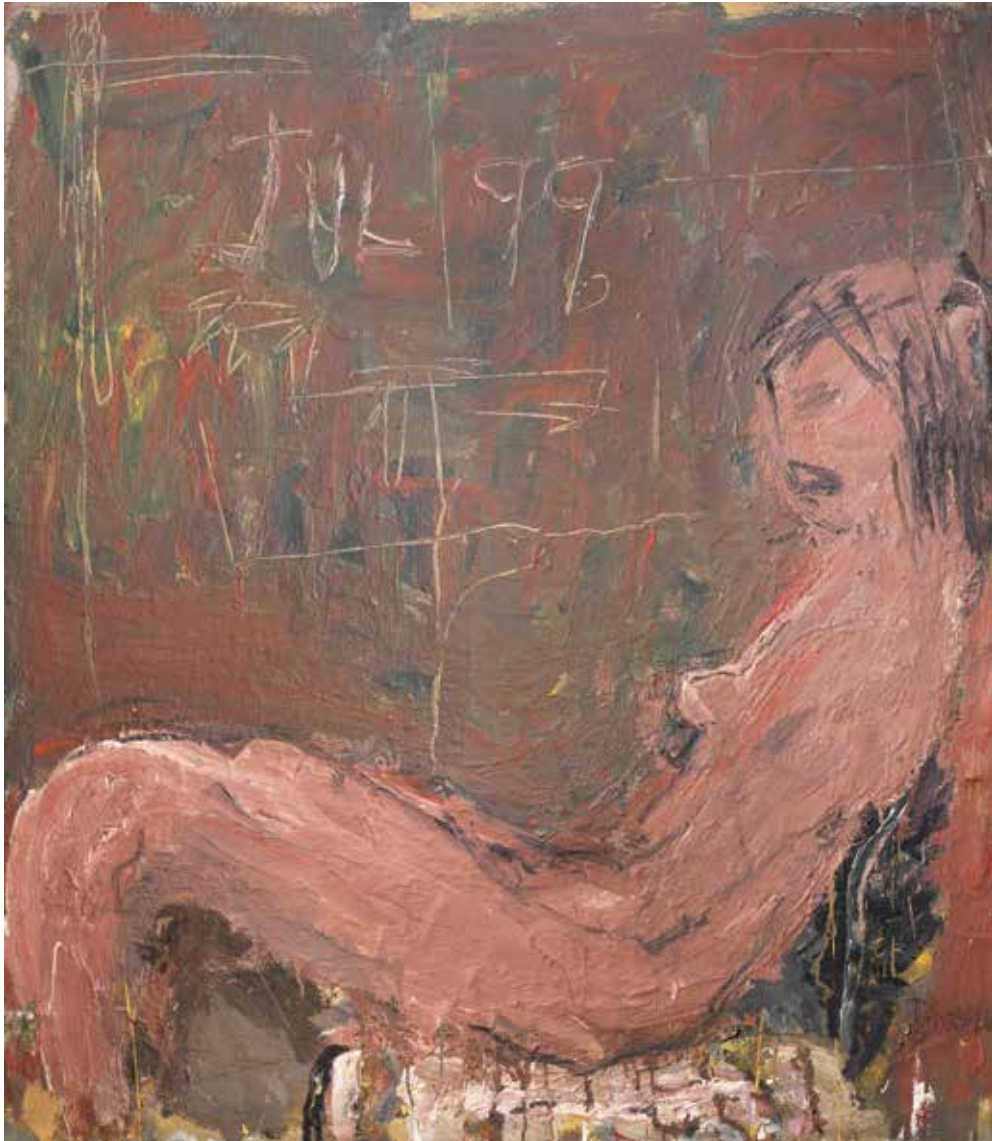
\$7,700 - 10,000

Provenance

The Artist, by whom gifted to the present owner, circa 2005
Private Collection, Northern Ireland



(verso)



57 AR

BASIL BLACKSHAW (1932-2016)

Nude

signed 'BLACKSHAW' (lower right)

oil on canvas laid on board

135 x 118.7 cm. (53 1/8 x 46 3/4 in.)

£10,000 - 15,000

€12,000 - 17,000

\$13,000 - 19,000

Provenance

The Artist, by whom gifted to the present owner, *circa* 2005
Private Collection, Northern Ireland

58 AR

WILLIAM SCOTT R.A. (1913-1989)

Two Forms

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

(verso)

oil on canvas

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

Painted in 1964

£15,000 - 20,000

€17,000 - 23,000

\$19,000 - 26,000

Provenance

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

Robert and Jean Shoenberg, 21 July 1965

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

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

Private Collection, U.K.

Literature

Sarah Whitfield, *William Scott, Catalogue Raisonné of Oil Paintings,
1960-1968 Volume 3*, Thames & Hudson, London, 2013, p.197, cat.
no.578 (col.ill.)

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

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



59 AR

BEN NICHOLSON O.M. (1894-1982)

Two Forms

signed and dated 'Nicholson/1965' (verso); further signed and dated again 'Nicholson/1965' (on the backboard)

oil wash, pen and ink

64.8 x 47 cm. (25 1/2 x 18 1/2 in.) (including the artist's prepared backboard)

£10,000 - 15,000

€12,000 - 17,000

\$13,000 - 19,000

Provenance

With Gimpel & Hanover Galerie, Zurich, September 1966, where purchased by

Rothschild Bank AG Zurich

With Gimpel Fils Gallery, London

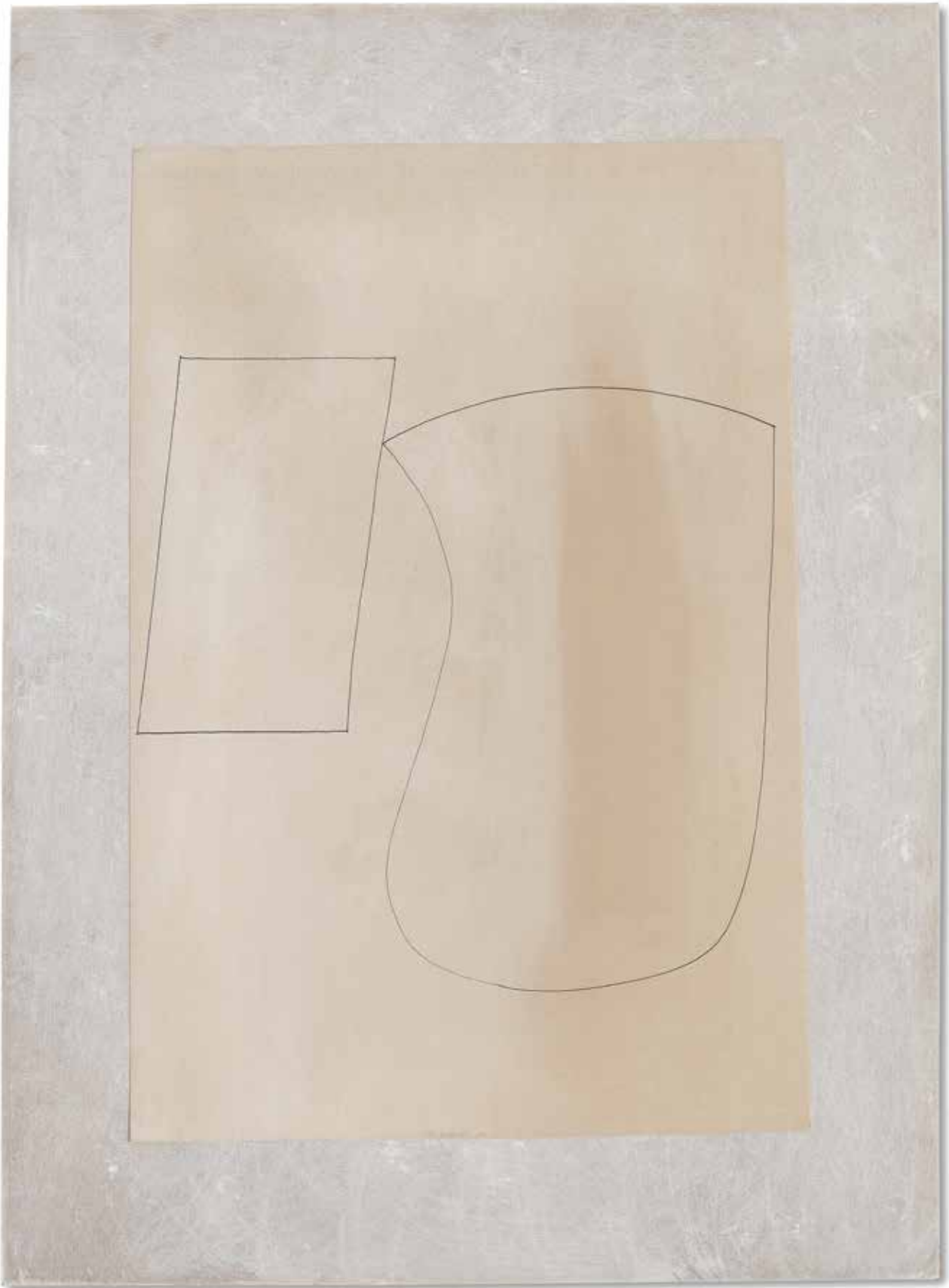
Private Collection, U.K.

Exhibited

Gimpel & Hanover Galerie, Zurich, *Ben Nicholson: Recent Work*, June-July 1966, cat.no.45 (ill.b&w)

Literature

John Russell, *Ben Nicholson: Drawings Paintings and Reliefs 1911-1968*, Thames & Hudson, London, 1969, p.317, pl.230 (as 1965 (two forms))



60 AR

JOHN WELLS (1907-2000)

Relief on a Seventh Module (Homage to Ben and Gorin)

oil on carved wood in a perspex box frame

61.2 x 122.2 cm. (24 1/8 x 48 1/8 in.)

Please note that this work bears signature and number 'John Wells/4.7bb' (on a Wills Lane Gallery label verso)

Conceived in 1970

£8,000 - 12,000

€9,200 - 14,000

\$10,000 - 15,000

Provenance

With Wills Lane Gallery, St. Ives, where acquired by the present owner Private Collection, U.K.

The present work is from two editions of 7 with 3 artist's proofs. It was constructed by Graham Potter in collaboration with John Wells and Henry Gilbert, Wills Lane Gallery, St. Ives and is three times the size of the original.

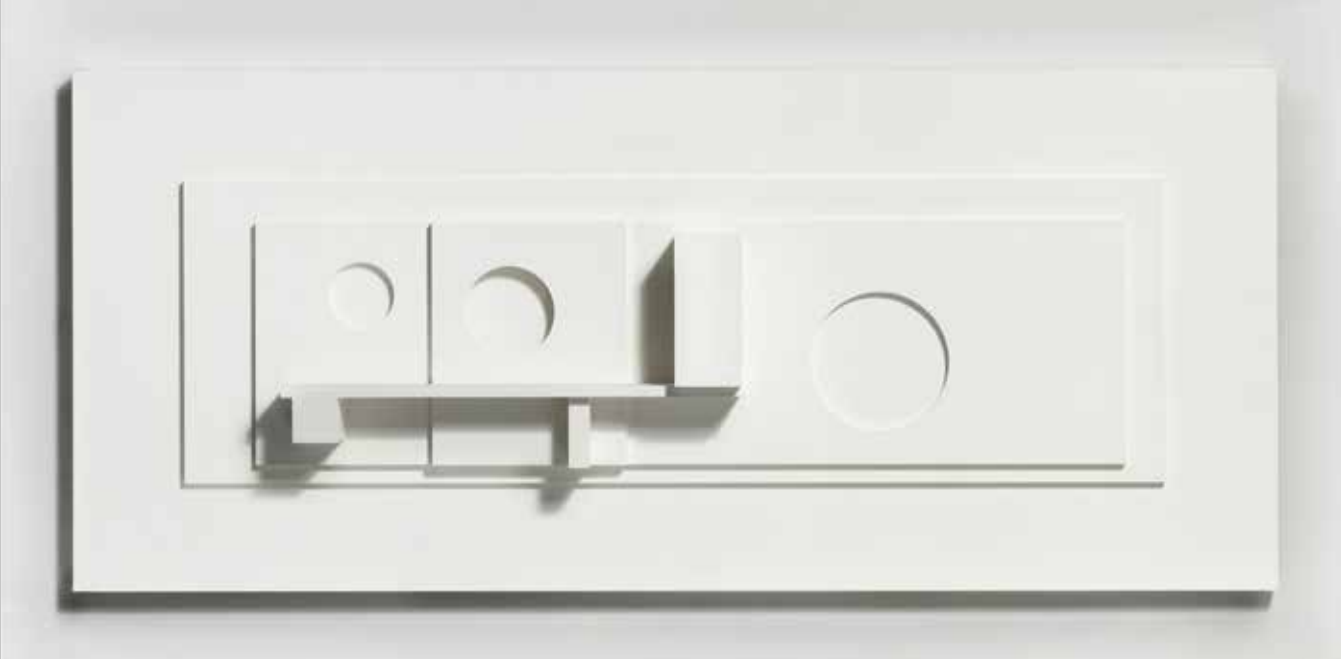
As the title suggests, this carved wood relief by John Wells pays respect to both the artists Ben Nicholson (1894-1982) and Jean Gorin (1899-1981). Nicholson famously altered the visual language of modern British art in 1934 with his first painted, pure white, carved reliefs, which in themselves were a development of his coloured reliefs begun the year before. Nicholson wrote to his wife, Winifred, following

a visit to see her in Paris during 1933 that his aeroplane journey home had a profound effect on him. He referenced the white clouds more than once, and Jeremy Lewison comments:

'The ability to pass from one level to another with abruptness and precision, bypassing intermediate planes, is a quality found in Nicholson's reliefs and was paralleled in his description of the flight. The purity of the white cloud, moreover, may have had some bearing on his next major advance, the making of white reliefs.' (Jeremy Lewison, *Ben Nicholson*, Phaidon Press, London, p.16)

John Wells was acquainted with Ben Nicholson from a young age, having met both him and Christopher Wood in St Ives in 1928 as a student at the age of twenty-one. He became familiar with his work, although Wells's own ambition to become an artist was initially delayed for financial reasons and he became a doctor, working from the Scilly Isles until after the war.

Where *Relief on a Seventh Module (Homage to Ben and Gorin)* deviates from Ben Nicholson's white reliefs is in its introduction of the projecting shelf and upright form it supports. Here, Wells is showing his admiration for the French neoplastic painter and sculptor, Jean Gorin, a disciple of Piet Mondrian, who developed his idiosyncratic wall reliefs in the late 1920s; although these were polychrome, unlike the purity of Nicholson's work and the present lot.





61 AR

SIR ANTHONY CARO O.M. C.B.E. (1924-2013)

Seated Figure with Turban
bronze with a brown patina
68.5 cm. (27 in.) high
Conceived and cast 1984-5
Unique

£8,000 - 12,000
€9,200 - 14,000
\$10,000 - 15,000

Provenance

The Artist
With Acquavella Contemporary Art, New York, 1986, where acquired
by the present owner
Private Collection, U.K.

Exhibited

New York, Acquavella Contemporary Art, *Anthony Caro: From the
Figure*, April-May 1986, p.4, cat.no.9

Literature

Dieter Blume, *Anthony Caro, Catalogue Raisonné Vol. VIII*, Verlag
Galerie Wentzel, Cologne, 1982-91, p.68

'I made some figures last year. I have a workshop, an English, American and Canadian workshop. There was a model there who I thought was very good and last year I said, will you come and spend the whole two weeks, and I did nothing but work from her for two weeks. I made about ten sculptures of her and a lot of drawings. And I loved it. I shall do the same next year. I loved it. I don't think it will ever be a substitute. I don't think it will ever be the thing I do mainly instead of doing abstract sculpture. But I don't see the two things as standing in each other's way at all. I do think that when I come to making figurative sculpture, I'm much more troubled by history. History is breathing down my neck. How do I cope with all the past sculpture? and I don't know how to do that. So I think that's the reason ... but the figure's so wonderful, the figure's so marvellous, there's so much goes on. It's so complex, so beautiful .. I love working with the figure' (The Artist in conversation with Diana Eichler for her 1985 thesis).

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





“ I think this Woman Putting on a Girdle is very de Kooning, also this Woman Standing. With all these we're getting into Dubuffet, de Kooning. A moment of change this, '56-59' ”

– The Artist in conversation with Diana Eichler for her 1985 thesis.

62 AR

SIR ANTHONY CARO O.M. C.B.E. (1924-2013)

Woman Standing

signed and inscribed 'Caro/Susse Fondeur Paris' (on the base)
bronze with a dark brown patina

84.5 cm. (33 1/4 in.) high (including the base)

Conceived in 1957

From an edition of 3, one of two casts by Susse Fondeur, Paris

£30,000 - 50,000

€35,000 - 58,000

\$38,000 - 64,000

Provenance

The Artist, from whom purchased by
Hardy Brownstein, circa 1960, thence by descent to the present owner
Private Collection, U.K.

Exhibited

London, Tate Gallery, *The Religious Theme*, 10 July–21 August 1958
(another cast)

Venice, Venice Biennale, *Three Young British Artists*, 1958
(another cast)

Paris, Musée d'Art Moderne de la Ville de Paris, *Première Biennale de Jeunes*, 2 August-25 October 1959, pp.38-40, cat.no.18
(ill., another cast)

Carrara, *Biennale Internazionale di Scultura*, 1959 (another cast)
Great Britain, Arts Council of Great Britain, *Contemporary British*

Sculpture, 1960; this exhibition travelled to Birmingham, Cannon Hill Park, Barnsley, Cannon Hall, Manchester, Ashburne Hall, Stratford-on-Avon, Avonbank Gardens, Edinburgh, Inverleith House and Cheltenham, Festival of Art and Literature (another cast)
Madrid, Salas de Exposiciones del Ateneo, *Joven Escultura Inglesa*, 1962, pp.3-7, cat.no.5 (ill., another cast)
Paris, *Salle de la Fondation Nationale des Arts Plastiques et Graphiques, Biennale de Paris: Une Anthologie 1959-1967*, 13 June-2 October 1977, pp.14-15, cat.no.15 (ill., another cast)
Angers, Musée des Beaux-Arts, *Sculptures et Dessins Figuratifs 1950-1990*, 21 June-26 October 1996, pp.9,22-102, cat.no.34 (ill., another cast)
Schwäbisch Hall, Kunsthalle Würth, *Caro in Focus: Skulpturen von Anthony Caro 1942-2003*, 2004 (another cast)

Literature

Richard Whelan, *Anthony Caro*, Pelican, London, 1974, pp.21-84
Dieter Blume, *Anthony Caro, Catalogue Raisonné Vol. IV*, Verlag Galerie Wentzel, Cologne, 1982-91, pp.23,52
Ian Barker, *Anthony Caro: Quest for the New Sculpture*, Künzelsau, Swiridoff Verlag, 2004, pp.79,81, cat.no.79 (ill., another cast)
Julius Bryant, *Anthony Caro: The Figurative and Narrative Sculptures*, Lund Humphries, London, 2009, pp.22-23

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





63 AR

SIR HOWARD HODGKIN (1932-2017)

Catalogue Cover for Gagosian, New York, 1998
signed with initials and dated 'H.H 1998' (lower centre)
gouache and acrylic on paper
25 x 106.1 cm. (9 7/8 x 41 3/4 in.)

£40,000 - 60,000

€46,000 - 69,000

\$51,000 - 77,000

Provenance

The Artist

His sale; Sotheby's, London, 13 June 2018, lot 269,
where purchased by the present owner
Private Collection, U.K.

In 1998, to mark his first solo exhibition with Gagosian Gallery, Hodgkin designed a special cover for the catalogue in an edition of twenty-five. These were hand coloured by the master print-maker Jack Shirreff. Hodgkin painted two such similar compositions himself, one he gave to Shirreff and the second (the present example) remained in the artist's possession until his death in 2017.



64 AR

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

Sunset at Montecastelli

signed and dated 'Craigie Aitchison/1999' (verso)

oil on board

13 x 18 cm. (5 1/8 x 7 1/8 in.)

£5,000 - 7,000

€5,800 - 8,100

\$6,400 - 9,000

Provenance

With Galeria Ramis Barquet, New York

With Timothy Taylor Gallery, London

Sale; Bloomsbury, London, 26 January 2012, lot 27, where purchased
by the present owner

Private Collection, U.K.

Exhibited

Possibly New York, Galeria Ramis Barquet, *Craigie Aitchison*, 2000

Please note that this lot was reproduced as a Royal Academy of Arts
postcard.



65 * AR

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

Sheep and Orange Tree

oil on canvas

51 x 40.5 cm. (20 x 16 in.)

Painted in 1986

£25,000 - 35,000

€29,000 - 40,000

\$32,000 - 45,000

Provenance

With Albemarle Gallery, London

With Timothy Taylor Gallery, London, 2012,

where purchased by the present owner

Private Collection, New York

Horses, birds, donkeys, dogs and as in the present example, sheep all receive the same treatment in Craigie's work. The animals are positioned against the artist's trademark vivid colour-blocked ground in a variety of poses. There is a mystical quality to these simple, quiet creatures; they sit obediently, stand still, float in space and even lie moribund in brilliant landscapes of intense orange, pink, yellow, purple, green and blue. That colour was so central to Craigie's *oeuvre* is hardly surprising when one considers his love of the Mediterranean.

Born in Edinburgh he first travelled to Italy (from Rome through Umbria and Tuscany to Venice) in 1954 and went on to buy a house in Siena years later that he would visit annually. The clear light he discovered there and radical simplification of 13th and 14th Century Italian art left a lasting impression and shaped the rest of his career. The present work depicts a sheep nestled at the foot of that most Italianate of symbols, an orange tree, with a lone bird delineated in a single stroke soaring over the high horizon line. Six symmetrical fruits jut outwards from the trunk and solitary branch and the scene is set against two horizontal bands of purple and green. Painted in 1986, this work dates from a period of great success for the artist following a number of solo and group exhibitions and having become an Associate of the Royal Academy in 1978. Craigie's work is held in many notable collections including V&A, Tate, Government Art Collection, Pallant House Gallery and Scottish National Gallery of Art, among others.



66 AR

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

Indian Crucifixion

signed and dated 'Craigie Aitchison 1999' (on the canvas overlap)

oil on canvas

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

£40,000 - 60,000

€46,000 - 69,000

\$51,000 - 77,000

Provenance

With Timothy Taylor Gallery, London,
where purchased by the present owner
Private Collection, U.K.

Exhibited

New York, Galeria Ramis Barquet, *Craigie Aitchison*, 2000

Literature

Cate Haste, *Craigie Aitchison, A Life in Colour*, Lund Humphries,
Farnham, 2014, p.187, pl.176 (col.ill.)

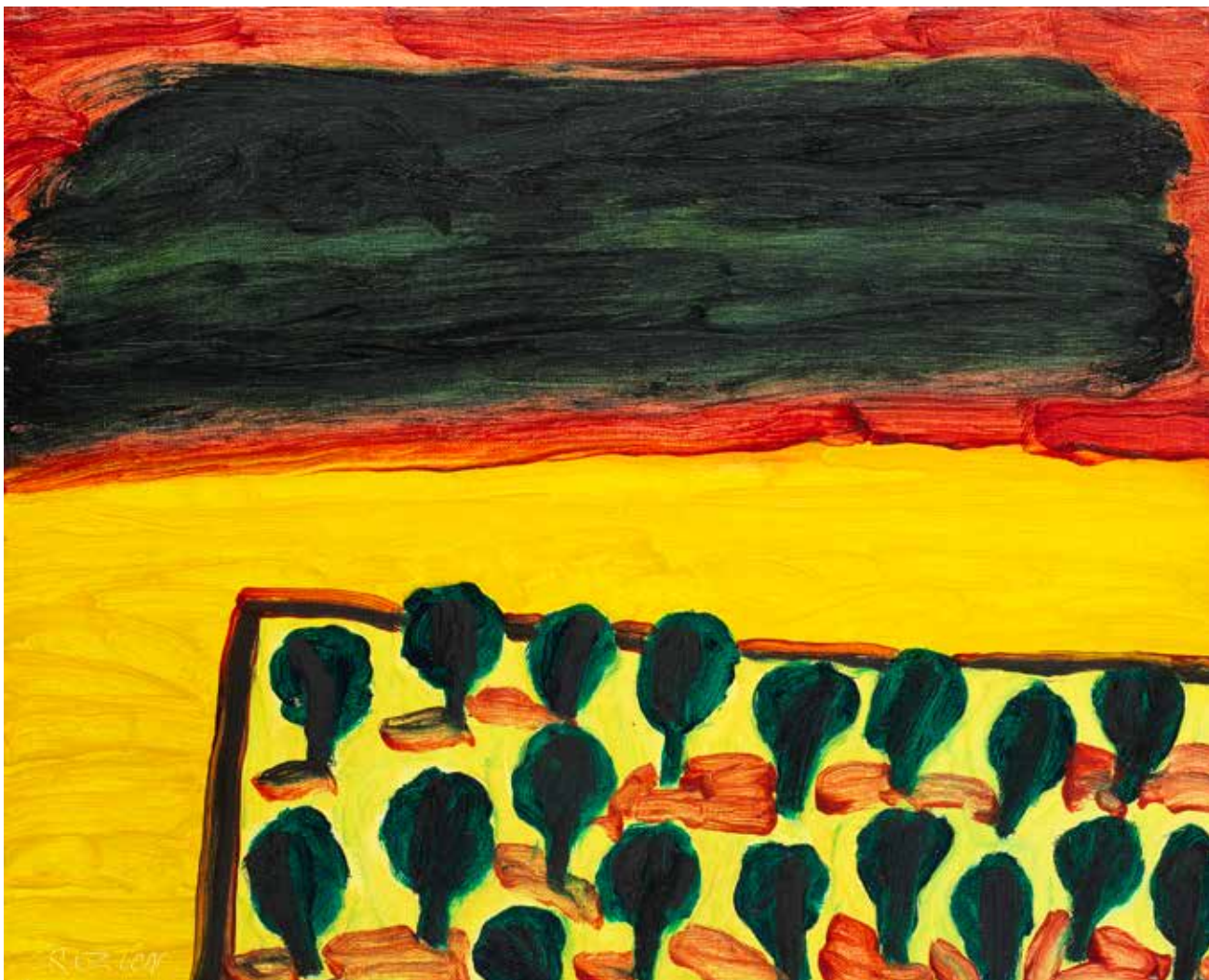
The crucifixion motif first appeared in Craigie's work as far back as the late 1950s, inspired by his visits to altarpieces in Italian churches, and they became his most recognised and frequent subject in the following decades, critically acclaimed and with broad commercial appeal. Other British artists of the period tackled this subject, including Graham Sutherland, but only Craigie embraced it in an almost obsessive way. The present work was painted in 1999 and during a revelatory visit to India to stay with Anthony and Sabrina Fry in Fort Cochin, Kerala.

Anthony Fry recalls, 'We put ice-packs on his head and gave him fans and he was fine. In retrospect it was a very important trip for him to have done' (Cate Haste, *Craigie Aitchison, A Life in Colour*, Lund Humphries, Farnham, 2014, p.186).

The direct inspiration for *Indian Crucifixion* came from the antique shops he visited and found small crucifixions that were a legacy of Portuguese Christian influence. Painted in blinding yellow like a heat haze the present work incorporates the artist's passion for vivid colour whilst firmly placing the picture in a hot landscape. The inclusion of a palm tree (based on a model made for him by Euan Uglow) takes us away from other sun-drenched locations that Craigie frequented such as Montecastelli in Italy (see lot 64), instantly placing us within an exotic context. When asked whether the yellow symbolised the resurrection, Craigie replied 'Oh no, I only had yellow left and it was raining and I didn't fancy going out in the rain 'cos I'd get wet and so I used yellow' (Ibid, p.186).

The figure of Christ is supported on the cross by the left arm draped over the woodwork as the limp body indicates his suffering has ceased. The Bedlington terrier, another powerful motif and important part of Craigie's life, looks up with curiosity and concern, a silent attendant as if it has been walking through the landscape and stumbled upon the scene. The bird perched next to the figure of Christ is still and contemplative whilst two others take flight, symbolic of the departing spirit and possibly redemption. The artist's modern and wholly personal interpretation of this most famous of stories takes place in the shadow of a familiar pyramid shaped mountain that invokes his homeland and specifically Goatfell on the Isle of Arran.





67 AR

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

Summer Storm

signed 'Crozier' (lower left)

oil on canvas

40.7 x 51.2 cm (16 x 20 1/8 in.)

Painted in 2005

£7,000 - 10,000

€8,100 - 12,000

\$9,000 - 13,000

Provenance

With Fenton Gallery, Cork, 2005, where acquired by the present owner Private Collection, U.K.

Exhibited

Cork, Fenton Gallery, *William Crozier*, 2005

Literature

Katharine Crouan, *William Crozier*, Lund Humphries, Aldershot, 2007, p.187, pl.171 (col.ill.)



68 AR

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

Garden Storm

signed 'Crozier' (lower centre)

oil on canvas

40.6 x 51 cm. (16 x 20 in.)

Painted in 2005

£7,000 - 10,000

€8,100 - 12,000

\$9,000 - 13,000

Provenance

With Fenton Gallery, Cork, 2005, where acquired by the present owner Private Collection, U.K.

Exhibited

Cork, Fenton Gallery, *William Crozier*, 2005

Literature

Katharine Crouan, *William Crozier*, Lund Humphries, Aldershot, 2007, p.188, pl.172 (col.ill.)

'*Garden Storm* (2005) has a similar kind of nourishing formal simplification, though it employs a more robustly sculptural approach in transforming an imagery of palm trees, swimming pool, brown ground and black sky into living emblems of some deeper psychic reality. The exhilaratingly charged yet threatening atmosphere is as much emotional as it is physically palpable. The contrast between the bright swimming-pool blue and pitch-black sky may seem to indicate some kind of symbolic counterpoint being made between living waters of life and what may appear to be a terrible, potentially even a deathly storm. Yet the reality here is that once the storm is over, the pool of life will have been replenished.' (Katharine Crouan, *William Crozier*, Lund Humphries, Aldershot/Burlington, 2007, p.43).



69 AR

ROWAN GILLESPIE (BORN 1953)

Bacchus

signed, numbered and dated 'Rowan/5/9/1985' (on the base)

polished bronze with a brown patina

129.5 cm. (51 in.) high

Conceived in 1984 and cast in 1985

£15,000 - 25,000

€17,000 - 29,000

\$19,000 - 32,000

Provenance

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

Exhibited

Bath, *Bath Festival*, May 1984 (another cast)

County Antrim, Grant Fine Art, *Antrim Festival*, June 1984
(another cast)

London, Olympia Exhibition Centre, *The 2nd International
Contemporary Art Fair*, 17-20 January 1985 (another cast)

New York, *Artexpo*, April 1985 (another cast)

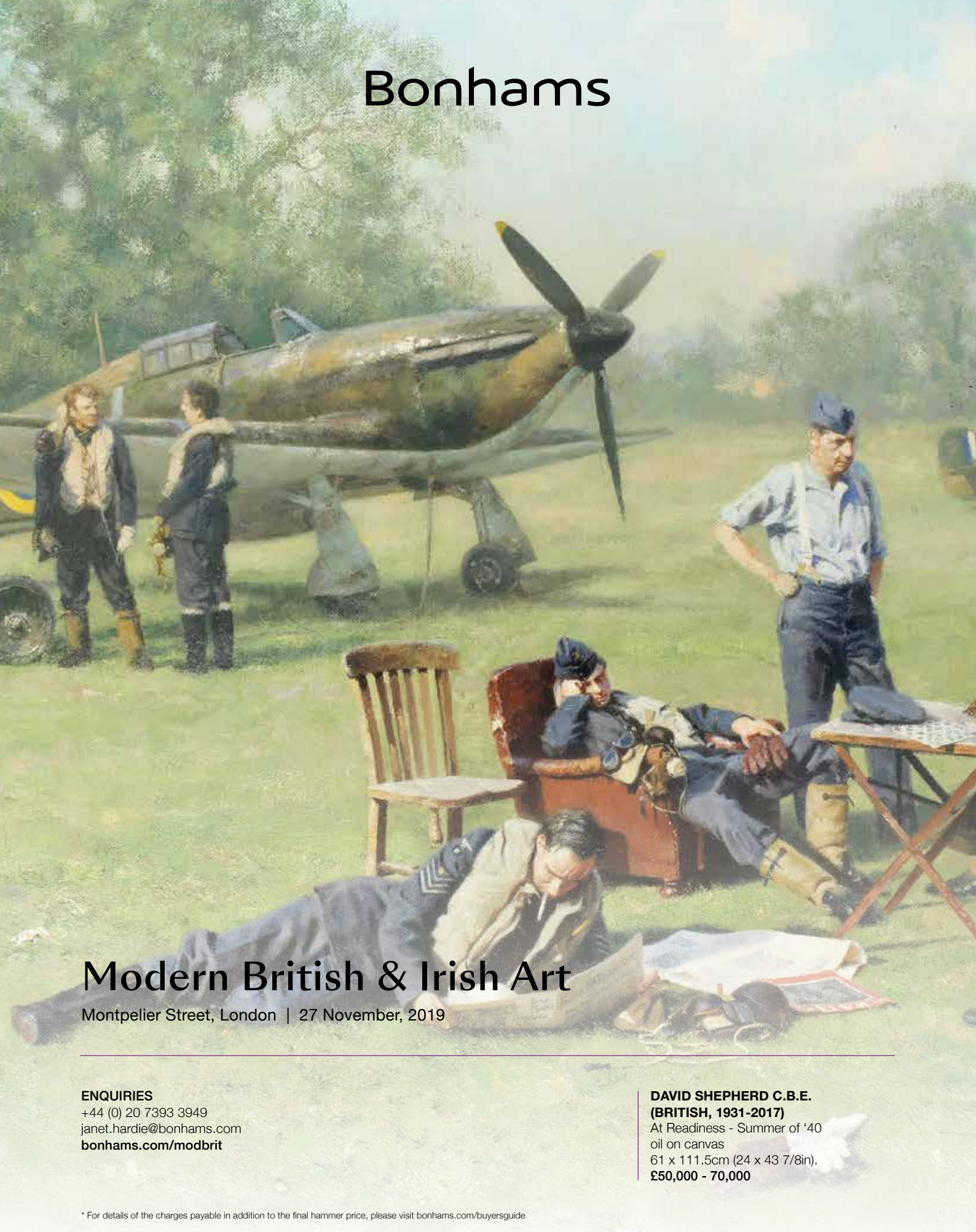
Bath, *Bath Festival*, May 1985 (this cast)

We are grateful to the Artist for his assistance in cataloguing this lot
and for providing a stone plinth.

END OF SALE



Bonhams



Modern British & Irish Art

Montpelier Street, London | 27 November, 2019

ENQUIRIES

+44 (0) 20 7393 3949
janet.hardie@bonhams.com
bonhams.com/modbrit

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

At Readiness - Summer of '40
oil on canvas
61 x 111.5cm (24 x 43 7/8in).
£50,000 - 70,000

Bonhams



Call to Consign

Modern British & Irish Art

New Bond Street, London | 24 June, 2020

ENQUIRIES

+44 (0) 20 7468 5862
britart@bonhams.com
[bonhams.com/modbrit](https://www.bonhams.com/modbrit)

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

Girl with a Comb in her Hair
Caen stone
41.5 cm. (16 3/8 in.) high
Carved in 1928
Unique
Sold for £262,562

Bonhams

AUCTIONEERS SINCE 1793



Nicky Haslam

The Contents of The Hunting Lodge

New Bond Street, London | 20 November 2019 at 3pm

ENQUIRIES

Charlie Thomas
+44 (0) 20 7468 8358
charlie.thomas@bonhams.com
[bonhams.com/privatecollections](https://www.bonhams.com/privatecollections)

Photo:
Simon Upton/The Interior Archive

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.

1. OUR ROLE

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

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

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. 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*.

Estimates

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

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams*' reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

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

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

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

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a *Registration* and *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any

such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

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

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

Bidding through an agent

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

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

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a *Telephone* or *Absentee Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

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

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

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

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import 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 *Buyer's Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations

and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
 TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
 W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
 Δ Wines lying in Bond.
 AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties

under the Artists Resale Right Regulations 2006. See clause 7 for details.

- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any 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	7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
4.1	The <i>Seller</i> does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	7.3	You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.	8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4.2	The <i>Seller</i> will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	7.4	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
5	RISK, PROPERTY AND TITLE	7.5	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
5.1	Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.	7.6	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.		
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8	FAILURE TO PAY FOR THE LOT	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
6	PAYMENT	8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):		
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9	THE SELLER'S LIABILITY
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .
7	COLLECTION OF THE LOT	8.1.3	to retain possession of the <i>Lot</i> ;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,
		8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;
		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 <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;		

<p>9.3.2 the <i>Seller</i> will not be liable for any loss of <i>Business</i>, <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;</p>	<p>10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.</p> <p>10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of <i>Bonhams Holdings Limited</i> and to its officers, employees and agents.</p>	<p>1 THE CONTRACT</p> <p>1.1 These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i>, being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i>.</p> <p>1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i>, printed in the <i>Catalogue</i> for the <i>Sale</i>, and where such information is referred to it is incorporated into this agreement.</p>
<p>9.3.3 in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i>, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.</p>	<p>10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.</p> <p>10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".</p> <p>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.</p> <p>10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i>.</p> <p>10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i>.</p>	<p>1.3 Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i>.</p> <p>1.4 We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i>, unless <i>Bonhams</i> sells the <i>Lot</i> as principal.</p>
<p>9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.</p>	<p>10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i>, it will also operate in favour and for the benefit of <i>Bonhams</i>, <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.</p>	<p>1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:</p> <p>1.5.1 we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;</p> <p>1.5.2 subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11;</p>
<p>10 MISCELLANEOUS</p>	<p>11 GOVERNING LAW</p>	<p>1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.</p> <p>1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i>, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i>, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i>, if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i>.</p>
<p>10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i>.</p>	<p>All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.</p>	<p>2 PERFORMANCE OF THE CONTRACT FOR SALE</p>
<p>10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i>.</p>	<p>APPENDIX 2</p>	<p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>
<p>10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.</p>	<p>BUYER'S AGREEMENT WITH BONHAMS</p>	<p>3 PAYMENT AND BUYER WARRANTIES</p>
<p>10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i>, addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.</p>	<p>IMPORTANT: These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.</p>	<p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p> <p>3.1.1 the <i>Purchase Price</i> for the <i>Lot</i>;</p>

<p>3.1.2 a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p> <p>3.1.3 if the <i>Lot</i> is marked [AF], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p> <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p> <p>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.</p> <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p> <p>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:</p> <p>3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or</p> <p>3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.</p> <p>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.</p> <p>3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:</p> <p>3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;</p> <p>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;</p>	<p>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;</p> <p>3.10.4 items purchased by you and your Principal through <i>Bonhams</i> 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</p> <p>3.10.5 that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.</p> <p>3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i>, to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i>, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.</p>	<p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>
	<p>4 COLLECTION OF THE LOT</p> <p>4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.</p> <p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>.</p> <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p> <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p> <p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all</p>	<p>5 STORING THE LOT</p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i>, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> <p>6 RESPONSIBILITY FOR THE LOT</p> <p>6.1 Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.</p> <p>6.2 Please note however, that under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> <p>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>

7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

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

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the *Conditions of Business*.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the *Conditions of Business*.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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New York
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Sonja Moro
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Fredric W. Backlar
+1 323 436 5416 •

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New York
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+1 917 206 1699

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+44 20 7468 8226

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London
David Williams
+44 20 7393 3807

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London
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+44 (0) 20 7468 8340
New York
Sherri Cohen
+1 917 206 1671
Los Angeles
Leslie Wright
+1 323 436 5408
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+1 323 436 5443
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+1 323 436 4496
San Francisco
Victoria Richardson
+1 415 503 3207
Celeste Smith
+1 415 503 3214

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+61 2 8412 2222 Alex Clark
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Matthew Haley
+44 20 7393 3817
New York
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+1 212 644 9094
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Los Angeles
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San Francisco
Adam Stackhouse
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+44 20 7468 8245

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Fergus Gambon
+44 20 7468 8245

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+1 323 436 5425
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+1 323 436 5415
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+1 415 503 3241

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London
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+44 20 8393 2615

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London
Asaph Hyman
+44 20 7468 5888
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+44 20 7393 3883
Edinburgh
Ian Glennie
+44 131 240 2299
New York
Bruce MacLaren
+1 917 206 1677
Los Angeles
Rachel Du
+1 323 436 5587
San Francisco
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+1 415 503 3333
Hong Kong
Xibo Wang
+852 3607 0010
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+61 2 8412 2231

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Hong Kong
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+852 3607 0011

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New York
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Los Angeles
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+44 20 7468 8360
New York
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+1 212 644 9108
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+44 20 8963 2816
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+1 323 436 5422
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+1 323 436 5463
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+44 20 7468 8356

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Kevin McGimpsey
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+44 131 240 0916

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London
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+44 20 7468 8366

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New York
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Los Angeles
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+1 323 436 5415

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+852 2918 4321
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+1 917 206 1688

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+44 20 7468 8303

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Suzannah Yip
+44 20 7468 8368
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+1 212 461 6516

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+44 20 7468 8282
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+1 212 644 9046
Leslie Roskind
+1 212 644 9035
Los Angeles
Emily Waterfall
+1 323 436 5426
San Francisco
Shannon Beck
+1 415 503 3306
Hong Kong
Anastasia Chao
+852 3607 0007
Ellen Sin
+852 3607 0017

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London
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London
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Art + Design**

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+44 20 7393 3856
New York
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+1 212 710 1306
Dan Tolson
+1 917 206 1611
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Jason Stein
+1 323 436 5466

Motor Cars

London
Tim Schofield
+44 20 7468 5804
New York
Rupert Banner
+1 212 461 6515
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1 917 206 1630
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Los Angeles
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+1 415 503 3284
Michael Caimano
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Mark Osborne
+1 415 503 3353
Europe
Phillip Kantor
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London
Toby Wilson
+44 20 8963 2842
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+44 20 8963 2819
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+44 20 7468 8360

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Giacomo Balsamo
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Lisa De Simone
+1 917 206 1607
Los Angeles
Sharon Squires
+1 323 436 5404
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Lucia Tro Santafe
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New York
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+1 212 644 9059
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+1 323 436 5435

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London
Daria Khristova
+44 20 7468 8334
New York
Yelena Harbick
+1 212 644 9136

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London
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+44 20 7393 3872
New York
Jonathan Snellenburg
+1 212 461 6530

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Edinburgh
Chris Brickley
+44 131 240 2297

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London
Ellis Finch
+44 20 7393 3973

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London
Patrick Hawes
+44 20 7393 3815

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San Francisco
Adam Stackhouse
+1 415 503 3266

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London
Veronique Scorer
+44 20 7393 3962

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Wristwatches**

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+44 20 7447 7412
New York
Jonathan Snellenburg
+1 212 461 6530
Hong Kong
Tim Bourne
+852 3607 0021

Whisky

Edinburgh
Martin Green
+44 131 225 2266
Hong Kong
Daniel Lam
+852 2918 4321

Wine

London
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+44 20 7468 5811
San Francisco
Christine Ballard
+1 415 503 3221
Hong Kong
Daniel Lam
+852 2918 4321

Client Services Departments**U.S.A.****San Francisco**

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(212) 644 9009 fax
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International Salerooms

London
101 New Bond Street
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

New York
580 Madison Avenue
New York, NY 10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Hong Kong
Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax

Offices and Associated Companies

Africa

Nigeria
Neil Coventry
+234 (0) 8110 033 792
+27 (0) 7611 20171
neil.coventry@
bonhams.com

**South Africa -
Johannesburg**
Penny Culverwell
+27 (0) 71 342 2670
penny.culverwell@
bonhams.com

Australia

Sydney
97-99 Queen Street,
Woollahra, NSW 2025
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne
Como House
Como Avenue
South Yarra
Melbourne VIC 3141
Australia
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Asia

Beijing
Vivian Zhang
Unit S102A, Beijing
Lufthansa Center,
50 Liangmaqiao Road,
Chaoyang District,
Beijing 100125, China
+86 (0) 10 8424 3188
beijing@bonhams.com

Singapore
Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan
Bobbie Hu
37th Floor,
Taipei 101 Tower
No. 7 Xinyi Road,
Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8758 2897 fax
taiwan@bonhams.com

Europe

Austria
Thomas Kamm
thomas.kamm@
bonhams.com
+49 900 89 2420 5812
austria@bonhams.com

Belgium
Christine De Schaetzen
christine.deschaetzen@
bonhams.com
Boulevard Saint
Michel 101
1040 Brussels
+32 (0) 2 736 5076
belgium@bonhams.com

France
Catherine Yaiche
catherine.yaiche@
bonhams.com
4 rue de la Paix
75002 Paris
+33 (0) 1 42 61 10 10
paris@bonhams.com

Germany - Cologne
Katharina Schmid
katharina.schmid@
bonhams.com
+49 (0) 221 9865 3419
+49 (0) 157 9234 6717
cologne@bonhams.com

Germany - Hamburg
Marie Becker Lingenthal
marie.beckerlingenthal@
bonhams.com
+49 (0) 17 4236 0022
hamburg@
bonhams.com

Germany - Munich
Thomas Kamm
thomas.kamm@
bonhams.com
Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
munich@bonhams.com

Germany - Stuttgart
Katharina Schmid
katharina.schmid@
bonhams.com
Neue Brücke 2
New Bridge Offices
70173 Stuttgart
+49 (0) 711 2195 2640
+49 (0) 157 9234 6717
stuttgart@bonhams.com

Greece
7 Neofytou Vamva
Street
Athens 10674
+30 (0) 210 3636 404
athens@bonhams.com

Ireland
Kieran O'Boyle
kieran.oboyle@
bonhams.com
31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
ireland@bonhams.com

Italy - Milan
Luca Curradi
luca.curradi@
bonhams.com
Via Boccaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

Italy - Rome
Emma Dalla Libera
emma.dallalibera@
bonhams.com
Via Sicilia 50
00187 Roma
+39 06 485 900
rome@bonhams.com

The Netherlands
Koen Samson
koen.samson@
bonhams.com
De Lairessestraat 154
1075 HL Amsterdam
+31 (0) 20 67 09 701
amsterdam@
bonhams.com

Portugal
Filipa De Andrade
filipa.deandrade@
bonhams.com
Rua Bartolomeu Dias
no160. 1o
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

**Spain - Barcelona
& North**
Teresa Ybarra
teresa.ybarra@
bonhams.com
+34 930 156 686
+34 680 347 606
barcelona@
bonhams.com

Spain - Madrid
Johann Leibbrandt
johann.leibbrandt@
bonhams.com
Núñez de Balboa
no 4-1C
28001 Madrid
+34 915 78 17 27

Switzerland - Geneva
Livie Gallone Moeller
livie.gallonemoeller@
bonhams.com
Rue Etienne-Dumont 10
1204 Geneva
+41 22 300 3160
geneva@bonhams.com

Switzerland - Zurich
Andrea Bodmer
andrea.bodmer@
bonhams.com
Dreikönigstrasse 31a
8002 Zürich
+41 44 281 9535
zurich@bonhams.com

North America

USA

Representatives:
Arizona
Terri Adrian-Hardy
terri.hardy@
bonhams.com
+1 (602) 859 1843
arizona@bonhams.com

California
Central Valley
David Daniel
david.daniel@
bonhams.com
+1 (916) 364 1645
nevada@bonhams.com

**California -
Palm Springs**
Brooke Sivo
brooke.sivo@
bonhams.com
+1 (760) 350 4255
palmsprings@
bonhams.com

California - San Diego
Brooke Sivo
brooke.sivo@
bonhams.com
+1 (760) 567 1744
sandiego@
bonhams.com

Colorado
Lance Vigil
lance.vigil@
bonhams.com
+1 (720) 355 3737
colorado@
bonhams.com

Florida
April Matteini
april.matteini@
bonhams.com
+1 (305) 978 2459
Alexis Butler
alexis.butler@
bonhams.com
+1 (305) 878 5366
miami@bonhams.com

Georgia
Mary Moore Bethea
mary.bethea@
bonhams.com
+1 (404) 842 1500
georgia@bonhams.com

Illinois & Midwest
Natalie B. Waechter
natalie.waechter@
bonhams.com
+1 (773) 267 3300
Shawn Marsh
shawn.marsh@
bonhams.com
+1 (773) 680 2881
chicago@bonhams.com

**Massachusetts
& New England**
Amy Corcoran
amy.corcoran@
bonhams.com
+1 (617) 742 0909
boston@bonhams.com

Nevada
David Daniel
david.daniel@
bonhams.com
+1 (775) 831 0330
nevada@bonhams.com

New Mexico
Terri Adrian-Hardy
terri.hardy@
bonhams.com
+1 (602) 859 1843
newmexico@
bonhams.com

Oregon & Idaho
Sheryl Acheson
sheryl.acheson@
bonhams.com
+1 (971) 727 7797
oregon@bonhams.com

London

Montpelier Street London
SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

Edinburgh

22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Los Angeles

7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

Texas - Dallas

Mary Holm
mary.holm@
bonhams.com
+1 (214) 557 2716
dallas@bonhams.com

Texas - Houston

Lindsay Davis
lindsay.davis@
bonhams.com
+1 (713) 855 7452
texas@bonhams.com

Virginia

Gertraud Hechl
gertraud.hechl@
bonhams.com
+1 (202) 422 2733
virginia@
bonhams.com

**Washington
& Alaska**

Heather O'Mahony
heather.omahony@
bonhams.com
+1 (206) 566 3913
seattle@
bonhams.com

**Washington DC
Mid-Atlantic Region**

Gertraud Hechl
gertraud.hechl@
bonhams.com
+1 (202) 422 2733
washingtonDC@
bonhams.com

Canada**Toronto, Ontario**

Kristin Kearney
340 King St East
2nd floor, Office 213
Toronto ON
M5A 1 KB
kristin.kearney@
bonhams.com
+1 (416) 462 9004
info.ca@
bonhams.com

Montreal, Quebec

+1 (514) 209 2377
info.ca@
bonhams.com

Middle East**Israel**

Joslyne Halibard
joslyne.halibard@
bonhams.com
+972 (0) 54 553 5337

**United
Kingdom****South East
England****Guildford**

Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
guildford@
bonhams.com

Isle of Wight

+44 1273 220 000
isleofwight@
bonhams.com

Brighton & Hove

Tim Squire-Sanders
+44 1273 220 000
hove@bonhams.com

West Sussex

+44 (0) 1273 220 000
sussex@
bonhams.com

**South West
England****Bath**

Queen Square House
Charlotte Street
Bath, BA1 2LL
+44 1225 788 988
bath@bonhams.com

Cornwall - Truro

36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
truro@bonhams.com

Exeter

The Lodge
Southernhay West
Exeter, Devon
EX1 1JG
+44 1392 425 264
exeter@bonhams.com

Tetbury

Eight Bells House
14 Church Street
Tetbury
Gloucestershire
GL8 8JG
+44 1666 502 200
tetbury_office@
bonhams.com

Representatives:

Dorset
Matthew Lacey
+44 1935 815 271

**East Anglia and
Bury St. Edmunds**

Michael Steel
+44 1284 716 190
bury@bonhams.com

Norfolk

The Market Place
Reepham
Norfolk, NR10 4JJ
+44 1603 871 443
norfolk@
bonhams.com

Midlands**Knowle**

The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
knowle@
bonhams.com

Oxford

Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
oxford@
bonhams.com

Bonhams MPH
The Guard House
Bicester Heritage
Bicester, Oxfordshire
OX26 5HA
+44 1869 229 477
mph@bonhams.com

**Yorkshire & North
East England****Leeds**

The West Wing
Bowcliffe Hall
Bramham
Leeds, LS23 6LP
+44 113 234 5755
leeds@bonhams.com

North West England**Chester**

2 St Johns Court
Vicars Lane
Chester, CH1 1QE
+44 1244 313 936
chester@
bonhams.com

Manchester

The Stables
213 Ashley Road
Hale, WA15 9TB
+44 161 927 3822
manchester@
bonhams.com

Channel Islands**Jersey**

La Chasse
La Rue de la Vallee
St Mary
Jersey, JE3 3DL
+44 1534 722 441
jersey@bonhams.com

Representative:

Guernsey
+44 1481 722 448
guernsey@
bonhams.com

Scotland**Bonhams West
of Scotland**

Kirkhill House
Broom Road East
Newton Mearns
Glasgow, G77 5LL
+44 141 223 8866
glasgow@
bonhams.com

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If successful

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

Sale title: Modern British & Irish Art	Sale date: 20 November 2019
Sale no. 25437	Sale venue: New Bond Street

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

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
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	City
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Telephone (mobile)	Country
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Please answer all questions below

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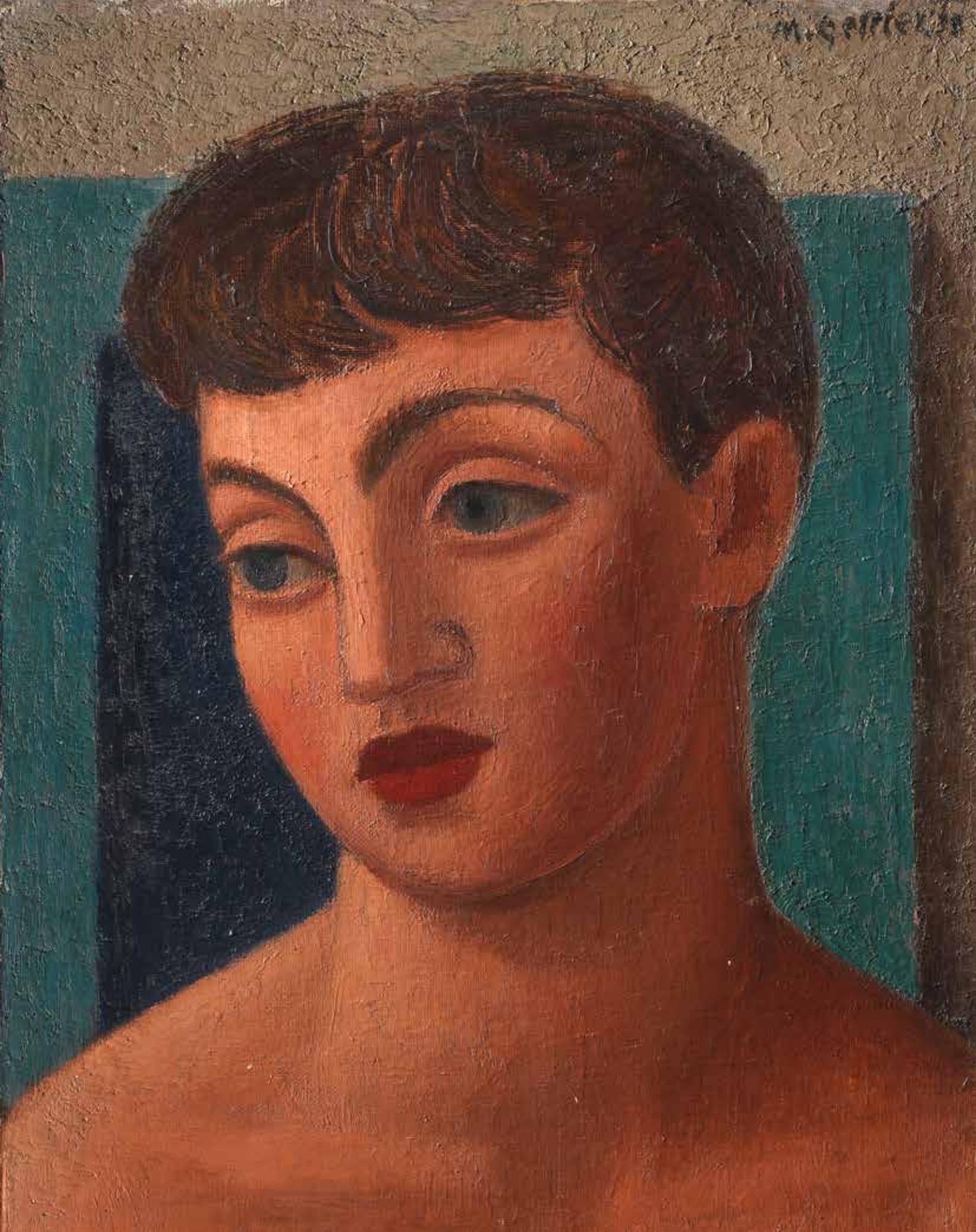
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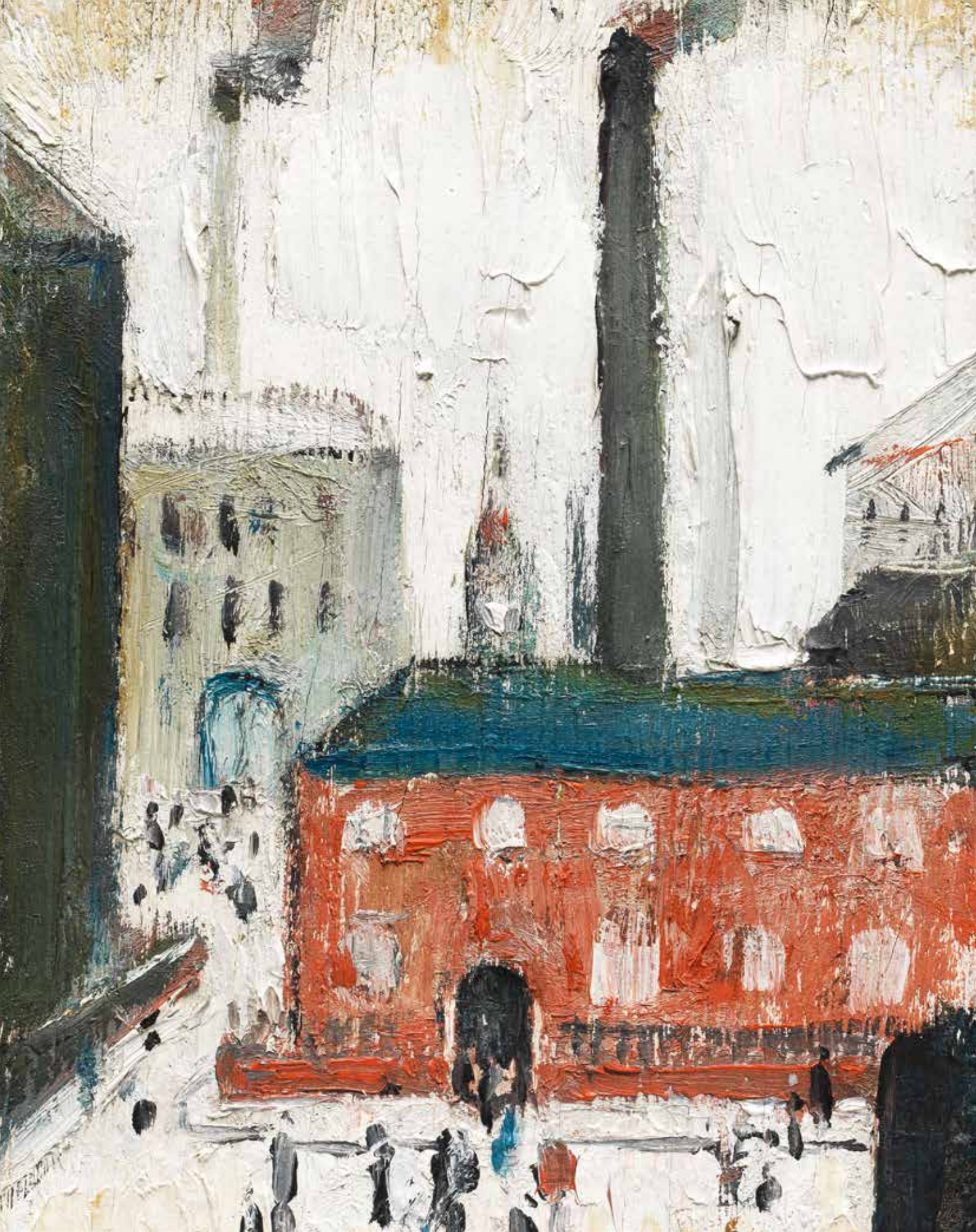
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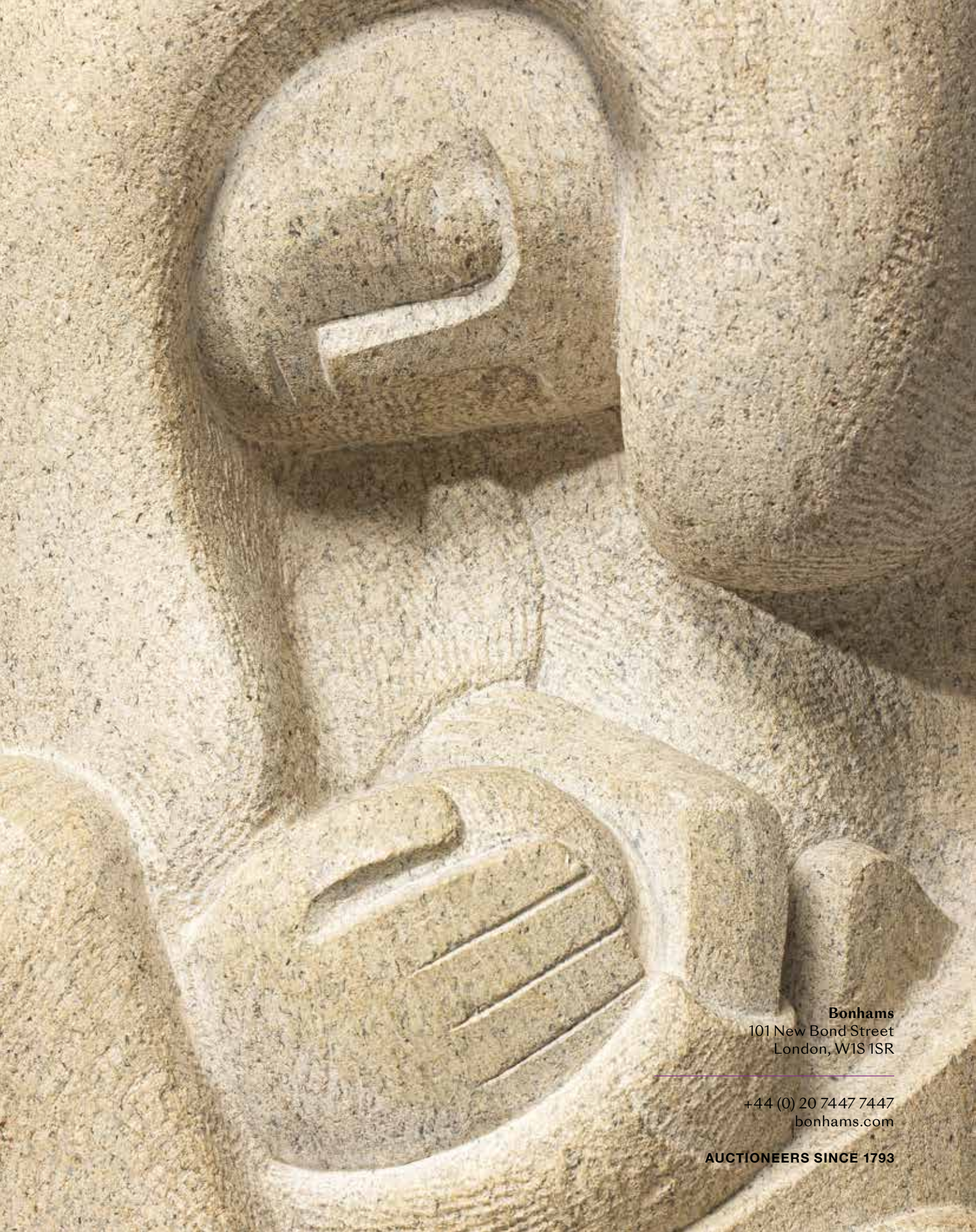
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