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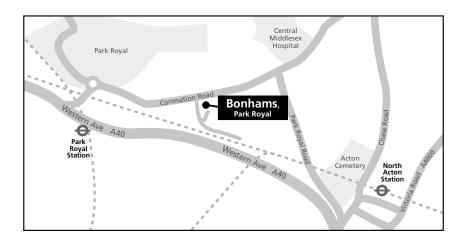
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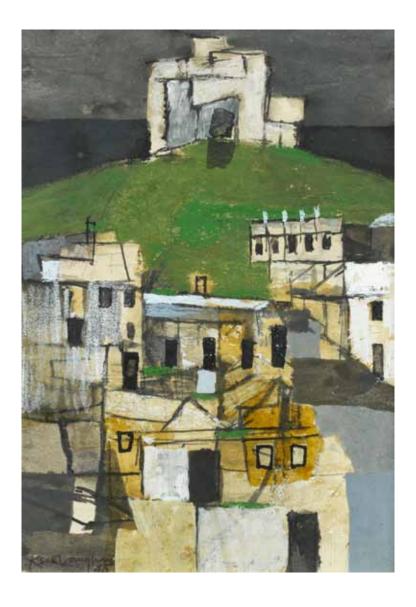
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For further VAT information please contact: declan.kelly@bonhams.com



KEITH VAUGHAN (1912-1977)

Pickering Castle

signed and dated 'Keith Vaughan/45' (lower left); titled and dated again 'Pickering Castle 1945' (on a label attached to the backboard) pencil, gouache, crayon and ink 14.4 x 9.8 cm. (5 5/8 x 3 7/8 in.)

£5.000 - 7.000 €5,900 - 8,300 US\$8,100 - 11,000

Provenance:

Prof. John Ball Private Collection, U.K.

Exhibited:

London, Barbican Art Gallery, A Paradise Lost, The Neo-Romantic Imagination in Britain 1935-55, 21 May-19 July 1987, cat.no.352 (where lent by Prof. John Ball)

Vaughan was stationed at Eden Camp in Yorkshire for much of the war; he worked as a labourer, an assistant German interpreter and looked after prisoners of war. Having no studio in which to paint, he abandoned oil painting altogether and worked on small-scale works on paper when and where he could. His subjects were his daily army life and the surrounding landscape in which he found himself. Pickering was a cycle ride away from the barracks and Vaughan made several gouache paintings of the castle, keep and surrounding buildings. This architectural structure held such a fascination for him that he returned some years after the war and, having made several drawings, produced an oil painting of it.



2^{AR}

KEITH VAUGHAN (1912-1977)

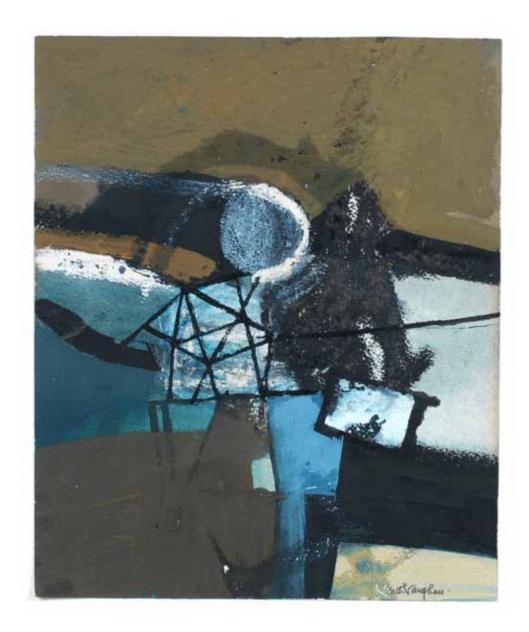
Cottages with Geese signed 'Keith Vaughan' (lower left) gouache and ink 13.5 x 16.5 cm. (5 3/8 x 6 1/2 in.)

£4,000 - 6,000 €4,700 - 7,100 US\$6,500 - 9,700

Provenance:

Private Collection, U.K.

Despite the formal arrangement and largely geometric composition, Vaughan's expressive use of gouache and ink (a favourite combination), lends a spontaneous quality to this jewel-like painting.



KEITH VAUGHAN (1912-1977)

Landscape with Snowman signed 'Keith Vaughan' (lower right) gouache, crayon and ink 16.5 x 13.5 cm. (6 1/2 x 5 3/8 in.)

£5,000 - 7,000 €5,900 - 8,300 US\$8,100 - 11,000

Provenance:

Private Collection, U.K.

This small-scale work hovers between figuration and abstraction, formalisation and improvisation. Vaughan's technique is highly expressive and combines his preferred materials of gouache, Indian ink, wax crayons and oil pastels.



JOHN PIPER C.H. (1903-1992)

The Bishop's Palace, Lamphey, Pembrokeshire signed 'John Piper' (lower right) mixed media 35.6 x 54 cm. (14 x 21 1/4 in.)

£5,000 - 7,000 €5,900 - 8,300 US\$8,100 - 11,000

Provenance:

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



5* AR

JOHN PIPER C.H. (1903-1992)

Nant Ffrancon Pass signed 'John Piper' (lower left) and titled 'Nant Ffrancon Pass' (verso) ink, wash and gouache 55.5 x 69.8 cm. (21 7/8 x 27 1/2 in.) Executed in 1947

£8,000 - 12,000 €9,400 - 14,000 US\$13,000 - 19,000

Provenance:

With Buchholz Gallery, New York, where acquired by Donald Straus, thence by descent to the present owner Private Collection, U.S.A.

Exhibited:

New York, Buchholz Gallery, John Piper, 3-21 February 1948, cat.no.14 (ill.b&w) London, Tate Gallery, John Piper, 30 November-22 January, 1984, cat.no.109



KEITH VAUGHAN (1912-1977)

Night Procession signed with initials 'K.V.' (lower right) wash, gouache, ink and pastel 49.5 x 39.4 cm. (19 1/2 x 15 1/2 in.) Executed in 1973

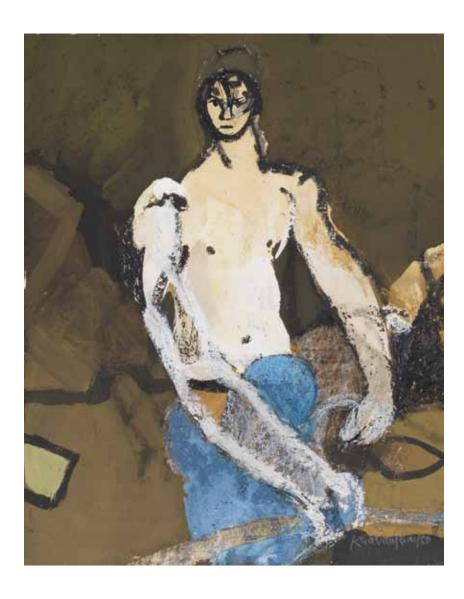
£6,000 - 8,000 €7,100 - 9,400 US\$9,700 - 13,000

Provenance:

Private Collection, U.K.

By the early 1970s Vaughan was, perhaps, the leading exponent of gouache painting in Britain. He frequently combined Indian ink, oil based pastels and alternating opaque layers and diluted washes of gouache, to create a varied surface. In the present work the human and landscape forms are distilled and executed with complete confidence. However, as Vaughan grew older, painting became an exhausting, but nonetheless, compulsive activity, which sapped a great deal of his energy:

'His 1973-4 series are examples of bravura painting and boast a dazzling alla prima approach. Nevertheless he remained profoundly sceptical of his own working methods: 'Impossible to sustain concentrated work for more than two hours in the morning due to bad procedure and working methods. I rely on a blind creative drive to set me going and to keep me going. Naturally that decreases with age.' (Philip Vann and Gerard Hastings, Keith Vaughan, Lund Humphries, Farnham & Burlington, 2012, p.174).



KEITH VAUGHAN (1912-1977)

Breton Fisherman

signed and dated 'Keith Vaughan/50' (lower right); titled and dated again 'BRETON FISHERMAN/1950' (on a label attached to the backboard)

gouache, ink and wax crayon on paper laid on card 25 x 19.8 cm. (9 7/8 x 7 7/8 in.)

£6.000 - 8.000 €7,100 - 9,400 US\$9,700 - 13,000

Provenance:

With The Redfern Gallery, London, 7 September 1950, where acquired by G. Hammond Steele Sale; Christie's, London, 5 July 1983, lot 247 Private Collection, U.K.

Exhibited:

London, The Redfern Gallery, Keith Vaughan, 29 August-23 September, cat.no.18

In 1948 Vaughan visited III de Ré, his first trip abroad after the war. The following year he returned to Northern France and cycled round the Brittany coast, making drawings of the 'soft pearly coloured' landscape, fishermen and bathers. This small but concentrated painting is typical of both the subject-matter that preoccupied Vaughan at that time and also of his sensitive use of mixed media technique.

gAR W

KEITH VAUGHAN (1912-1977)

Abandoned Farm signed and dated 'Keith Vaughan 1959' (verso) oil on canvas 71.2 x 91.4 cm. (28 x 36 in.)

£30,000 - 50,000 €35,000 - 59,000 US\$48,000 - 81,000

Provenance:

Acquired by the present owner prior to 1962

Exhibited:

London, Matthiesen Gallery, Keith Vaughan; Recent Paintings, 25 February-19 March 1960, cat.no.25 London, Whitechapel Gallery, Keith Vaughan; Retrospective, March-April 1962, cat.no.226 (where lent by the present owner)

Literature:

Anthony Hepworth & Ian Massey, Keith Vaughan: The Mature Oils 1946-1977: Commentary and Comprehensive Catalogue, Sansom & Company Ltd., Bristol, 2012, p.114, cat.no.AH287 (ill.b&w)

At the beginning of 1959 Vaughan went to Iowa State University to work there as painter in residence. That spring he hired a car and explored the surrounding landscape, always on the look-out for new subjects:

Drove all day up the West Mississippi basin. High plateau country, rolling hills, farms, limestone cliffs, space & sun.... Red oxide barns, white farmhouses, purple black soil layered with streaks of pale blue snow, rolling grass and corn stubble. Nothing over a 100 years old. Fine craftsmanship of most buildings. Wooden churches made by carpenters not architects. (Keith Vaughan, Journal, April 4 1959).

On these field-trips he took with him pencils and sketchbooks making visual notations as he went. The resulting drawings were worked up later into paintings when he returned to his studio.

Vaughan was particularly attracted to agricultural landscapes, farms with formal, plotted fields and rolling meadowlands dotted with barns or punctuated by repeated fence-posts. He felt able to translate these formalised, geometric shapes into pictorial statements and incorporate them into the compositions of his paintings. In 1959 he produced no fewer than five canvases depicting such rural subjects, (see also Farm at Cedar Rapids, Iowa Farm I and II, and Farm at Roding).

In Abandoned Farm we find some of Vaughan's recurrent abstract motifs: a slanting gable end of a farmhouse, a rectangular barn door and angular patches of grass, laid down in articulated blocks and slabs. His use of colour is as economical as it is harmonious and the variations of related sap and olive greens evoke the mood of early springtime.



gAR

JOHN CRAXTON R.A. (1922-2009)

Portrait of a Cretan Fisherman tempera on canvas 59.7 x 50 cm. (23 1/2 x 19 3/4 in.) Painted in 1960

£30,000 - 50,000 €35,000 - 59,000 US\$48,000 - 81,000

Provenance:

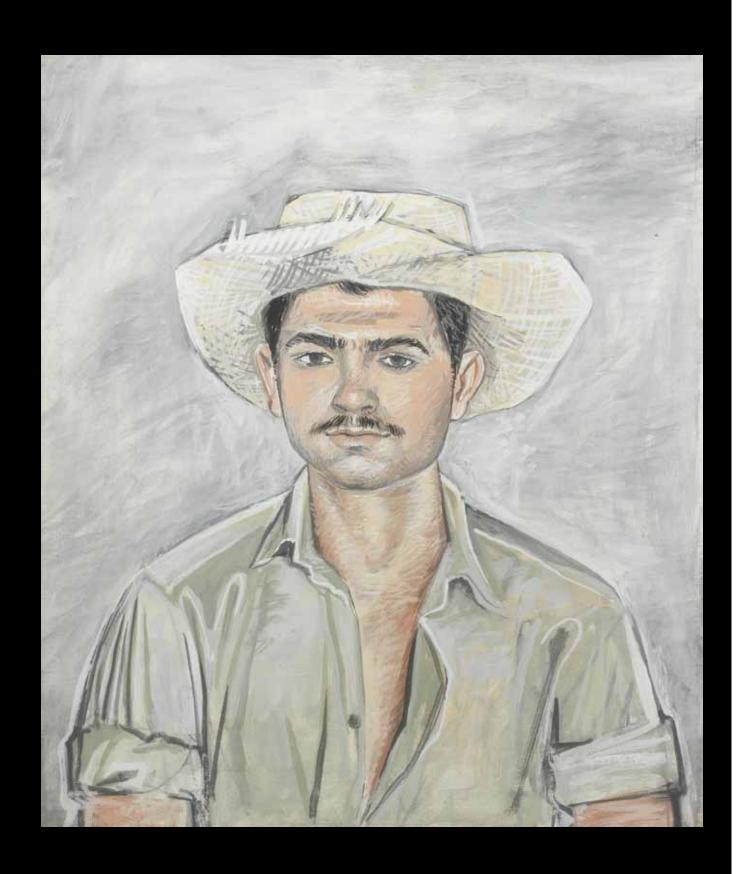
Acquired by the present owner prior to 1967

Exhibited:

London, The Leicester Galleries, John Craxton, May 1961, cat.no.2 London, Whitechapel Gallery, John Craxton; Paintings and Drawings 1941-1966, January-February 1967, cat.no.82 (where lent by the present owner)

This was one of the first pictures produced by Craxton to celebrate his move to Crete, from the island of Hydra, in 1960. In an ancient harbourside house in Chania, which would be his Greek home for the rest of his life, he set about painting with renewed vigour. On his first evening he went to dinner with Winston Churchill, Margot Fonteyn and Aristotle Onassis, but Cretan shepherds and sailors on leave from ships berthed in nearby Souda Bay would provide his favourite company and the main models for his drawings and paintings.

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



10^{AR} W

JOHN CRAXTON R.A. (1922-2009)

Study of a Seated Butcher signed 'Craxton' (lower right) tempera, oil and ink on board 77 x 56.4 cm. (30 1/4 x 22 1/4 in.) Painted in 1964

£25,000 - 35,000 €29,000 - 41,000 US\$40,000 - 56,000

Provenance:

With The Leicester Galleries, London With The Tib Lane Gallery, Manchester Private Collection, U.K.

Exhibited:

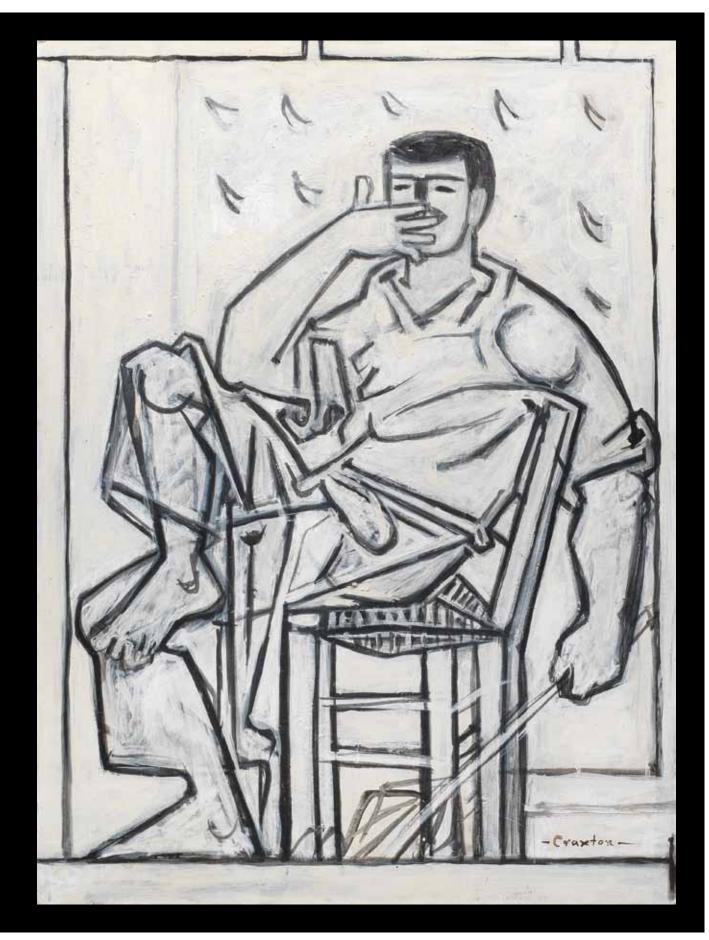
London, The Leicester Galleries, John Craxton, 12 May-9 June 1966, cat.no.21 (ill.b&w)

Literature:

The Daily Telegraph, Artist's One-Man Show Reveals Promise, May 1966 (ill.b&w)

John Craxton first went to Crete in 1947, to visit a dancing sailor he had met in a Poros bar. Having completed national service in the Greek Navy, the ex-sailor had returned to work as a butcher in Heraklion market, but one evening in a taverna below deserted Knossos he again performed an acrobatic dance over an upturned chair which Craxton now recognised from the Minoan bull-leapers fresco as an extraordinary folk survival. He revisited the butcher theme in the 1960s, with the model here his photographer friend John Murphy.

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





11* AR

ALEXANDER MACKENZIE (1923-2002)

Painting (Nocturnal) 1958 signed, inscribed and dated 'Painting (Nocturnal) 1958/Alexander Mackenzie/Upper Meadow Studio/Newlyn Penzance' (on the backboard) oil on board 34.8 x 67 cm. (13 3/4 x 26 1/4 in.)

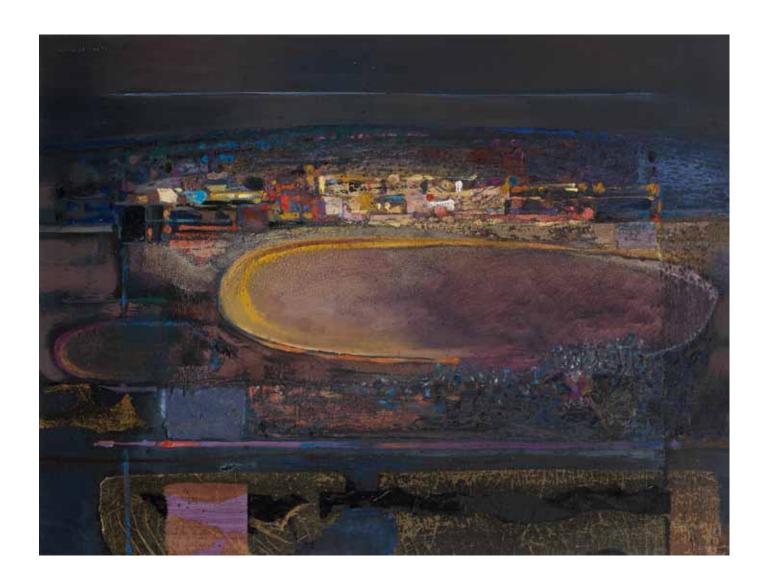
£7,000 - 10,000 €8,300 - 12,000 US\$11,000 - 16,000

Provenance:

With The Waddington Galleries, London where acquired by Mrs. C. Collingwood Private Collection, U.S.A.

Exhibited:

London, The Waddington Galleries, *House Exhibition*, 17 April-10 May 1958, cat.no.30



12ARW

MICHAEL AYRTON (1921-1975)

Sombre Landscape signed and dated 'michael ayrton 61-62' (upper left) oil, sand and collage on canvas 76.2 x 101.6 cm. (30 x 40 in.)

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 24,000

Provenance:

Private Collection, U.K.

Exhibited:

London, Matthiesen Gallery, House Show, 8 February-3 March 1962, cat.no.3 (ill.b&w)

Literature:

Jacob Nyenhuis, Myth and the Creative Process; Michael Ayrton and the Myth of Daedalus, the Maze Maker, Wayne State University Press, Detroit, 2003, p.234, cat.no.232

The present work is one of a series of collages which Ayrton made in Crete at the same time he was developing his idiosyncratic understanding of the myths of Daedalus, Icarus and the Minotaur. He was particularly fascinated by the co-existence and interaction of ancient legend and modern life in the landscape of Crete and mainland Greece. The title, Sombre Landscape, reflects his sense of an often violent and unhappy past shadowing the clear Greek sunlight. He was also exploring the ways in which the geological and archaeological strata of the land reflect each other, using the materials of collage to express the layers of earth and history. Each of the landscapes from this period contain a labyrinth which is both a natural phenomenon and an imagined construct revealed in light and shadow, generally taking roughly the form of a Greek drinking vessel known as a rhyton. Some of which featured bulls' heads, which gave them, in Ayrton's mind, an added link to the Minotaur.

We are grateful to Dr. Justine Hopkins for compiling this catalogue entry.



WILLIAM SCOTT R.A. (1913-1989)

Untitled signed 'W SCOTT' (lower right) gouache 18 x 11.5 cm. (7 1/8 x 4 1/2 in.)

Painted circa 1959, this work is registered in the William Scott Archive as number 2325

£5,000 - 7,000 €5,900 - 8,300 US\$8,100 - 11,000

Provenance:

Sir Herbert Read, thence by descent to John Read Thence by family descent to the present owner Private Collection, U.K.

This hitherto unknown study relates to Scott's 1959 oil, simply titled Painting (William Scott Foundation Catalogue Raisonné number 395) which was executed as an entry for the Premio Ariete prize organised by the critic Michel Tapié for the Galleria dell'Ariete in Milan. Entrants, which were selected by jury, included Jean Dubuffet, Alberto Burri, Sam Francis, Graham Sutherland, Francis Bacon and Clyfford Still. Amongst the jurors for the competition was the pre-eminent art critic Sir Herbert Read. A number of letters dated between the 27 February and 25 April 1959 from critic to artist illustrate how Read constructively suggested Scott's entry for the prize should take form. Although these suggestions did not lead Scott to victory on this occasion (first place went to Burri), he clearly valued Read's advice enough to gift him the present work as a keepsake.

We are grateful to Dr. Lucy Inglis of the William Scott Foundation for her assistance in cataloguing this work.



14* AR

BEN NICHOLSON O.M. (1894-1982)

One Form & Two signed, titled and dated 'NICHOLSON/1969/(one form + two)' (verso) oil wash and pencil on paper, on the artist's prepared board 68.9×52.4 cm. (27 $1/8 \times 20 5/8$ in.) (the whole)

£12,000 - 16,000 €14,000 - 19,000 US\$19,000 - 26,000

Provenance:

With Marlborough Fine Art, London Sale; Sotheby's, London, 8 December 1998, lot 205

Exhibited:

Geneva, Musée d'Art et d'Histoire, Art Du XXe Siècle, 23-28 September, 1973, cat.no.64

15* AR W

VICTOR PASMORE R.A. (1908-1998)

Relief Construction in Black and White painted wood construction in artist's frame 139.9 x 71.8 cm. (53 1/2 x 28 1/4 in.) including frame Executed 1954-5

£25.000 - 35.000 €29,000 - 41,000 US\$40,000 - 56,000

Provenance:

The Artist With New London Gallery, London With Marlborough Fine Art, London The James Clarke Estate, Dallas Private Collection, U.S.A.

Exhibited:

Bath, Victoria Art Gallery, Three Masters of Modern British Painting: Sir Matthew Smith, Victor Pasmore, Francis Bacon, organised by the Arts Council of Great Britain, 24 May-7 June 1958, cat.no.39; this exhibition later travelled to Carlisle, Art Gallery, 14-28 June, Shrewsbury, Art Gallery, 5-26 July, Bournemouth, Bournemouth College of Art, 2-23 August, Manchester, City Art Gallery, 30 August-20 September and Cheltenham, Art Gallery, 27 September-18

Tokyo, Metropolitan Art Gallery-The Mainichi Newspapers, The Fifth International Art Exhibition, 1959; this exhibition later travelled to Osaka, Takamatsu, Yawata, Hiroshima, Fukuoka, Ube, Saseho and

Middlesbrough, Museum and Art Gallery, Penwith Society of Arts. Tenth Anniversary Exhibition, 16 January-6 February 1960, cat.no.28 (dated to 1950); this exhibition later travelled to Nottingham, Victoria Street Art Gallery, 13 February-5 March, Cirencester, Corn Hall, 12 March-2 April, Eastbourne, Towner Art Gallery, 9-30 April, Norwich, Castle Museum, 7-28 May, Newport, Museum and Art Gallery, 4-25 June and Liverpool, Walker Art Gallery, 2-23 July

Lisbon, Calouste Gulbenkian Foundation, Arte Britânica no Século XX, 13 February-3 March 1962, cat.no.47

Hanover, Kestner-Gesellschaft, Victor Pasmore, May-June 1962, cat.

Zurich, Galerie Charles Lienhard, Victor Pasmore, January-February 1963 (as Relief Painting Construction Black & White)

Bern, Kunsthalle, Victor Pasmore, William Scott, 12 July-18 August 1963, cat.no.12 (ill.b&w as Spatial Structure/Relief Painting in Black and White)

London, Tate Gallery, Victor Pasmore, 14 May-27 June 1965, cat. no.115, pl.49 (ill.b&w)

Edinburgh, Scottish National Gallery of Modern Art, Victor Pasmore, 3-25 July 1965, cat.no.35; this exhibition later travelled to Liverpool, Walker Art Gallery, 1-22 August

Chicago, Museum of Contemporary Art, 26 October-1 December 1968 (as Relief/Construction/Relief)

Probably Bradford, Cartwright Hall, Victor Pasmore, organised by the Arts Council of Great Britain, 2 February-9 March 1980, cat.no.24 (as Projective Relief in Black and White); this exhibition later travelled to Liverpool, Walker Art Gallery, 15 March-11 May, Norwich, Sainsbury Centre, UEA, 20 May-15 June, Leicester, Leicestershire Museum and Art Gallery, 21 June-20 July, Newcastle, Laing Art Gallery, 26 July-25 August and London, Royal Academy, 13 September-19 October



(verso)

Literature:

Alan Bowness and Luigi Lambertini, Victor Pasmore, A Catalogue Raisonné of Paintings, Constructions and Graphics 1926-1979, Thames and Hudson, London, 1980, cat.no.184, p.111 (ill.b&w, as Abstract in Black and White)

Alastair Grieve, Constructed Abstract Art in England; A Neglected Avant-Garde, Yale University Press, New Haven and London, 2005, p.115-116, pl.136 (ill.b&w as Projective Relief in Black & White) Alastair Grieve (ed.), Victor Pasmore, Writings and Interviews, Tate Publishing, London, 2010, p.63, pl.38 (col.ill as Abstract in Black and White)

In Alastair Grieve's Literature on constructed abstract art in Britain, the author comments on the present lot, 'Since 1953 orthogonals were the rule in Pasmore's reliefs and the elements and materials were steadily refined. This is very evident in a relief of 1954-5 entitled Projective Relief in Black and White where the disposition of simple forms creates a sense of rotation and of exactly calculated, asymmetric balance. The deeply projecting planes look forward to Pasmore's reliefs of the late fifties and also to those started in 1956 by the Dutch Constructionist Joost Baljeu, who used the same rotational formation.' (Alastair Grieve, Constructed Abstract Art in England, Yale University Press, New Haven & London, 2005, p.115).



DAME BARBARA HEPWORTH (1903-1975)

Small Hieroglyph numbered twice '9/10' (on the base of each form) polished bronze on a bronze base 10.5 cm. (4 1/8 in.) high Conceived in 1959, BH268

£15,000 - 20,000 €18,000 - 24,000 US\$24,000 - 32,000

Provenance:

The Artist Gifted from the above to John Read Thence by family descent to the present owner Private Collection, U.K.

Exhibited:

London, Gimpel Fils, Barbara Hepworth, 30 May 1961, cat.no.8 (another cast) London, Tate Gallery, Barbara Hepworth, 3 April-19 May 1968, cat.no.98 (another cast) London, Gimpel Fils, Barbara Hepworth; 50 Sculptures from 1935-1970, 7 October-15 November 1975, cat.no.24 (another cast ill.b&w)

Literature:

J. P. Hodin, Barbara Hepworth, Lund Humphries, London, 1961, p.170, cat.no.BH268

John Read, son of Sir Herbert Read, was a television producer and director who is credited as the father of the arts documentary within British broadcasting. He worked for the BBC throughout four decades during which he made over one hundred films, most of which focused on the visual arts. These included landmark documentaries on L.S. Lowry, Henry Moore, Walter Sickert and Stanley Spencer. In 1961 he produced a 30 minute film on Hepworth, filmed at her St. Ives home and exploring the link between the process of her work and the surrounding landscape (viewable on the BBC Online Archive). It is likely that the present work was gifted to Read by the artist in gratitude for his work on this film.

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



FREDERICK EDWARD MCWILLIAM (1909-1992)

Girl Rising

signed with initials and numbered 'MCW 1/5' (on her right hip) polished bronze with a brown patina 39.5 cm. (15 3/4 in.) long Conceived in 1970

£8,000 - 12,000 €9,400 - 14,000 US\$13,000 - 19,000

Provenance:

With the Alan Jacobs Gallery, London, 1971 where acquired by the present owner

Exhibited:

Belfast, Ulster Museum, Arts Council of Northern Ireland, F.E. McWilliam, 2 April-10 May 1981, cat.no.92, p.69 (ill.b&w); this exhibition later travelled to Dublin, Douglas Hyde Gallery, 21 May-27 June and Cork, Crawford Municipal Gallery, 15 July-22 August (another cast)

Literature:

Denise Ferran & Valerie Holman, The Sculpture of F.E. McWilliam, Lund Humphries, Farnham, p.153, cat.no.364 (another cast ill.b&w)

Girl Rising belongs to the series of 29 Girls which McWilliam explored between 1969 and 1971. In her Literature on the artist Valerie Holman discusses these works:

'Their relatively small size, seductive postures and contrasting surfaces of rough, dark bronze set against the golden-yellow of the polished facets meant they were reviewed in terms of their charm and elegance, words more fitting for pieces that invite handling and seem designed for a domestic interior. Their scale and the response they invited have tended to obscure the real sculptural interest of the Girls and their place in the continuum of McWilliam's work. They are, in many ways, among the most original of all his sculptures.' (Denise Ferran & Valerie Holman, The Sculpture of F.E. McWilliam, Lund Humphries, Farnham,



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

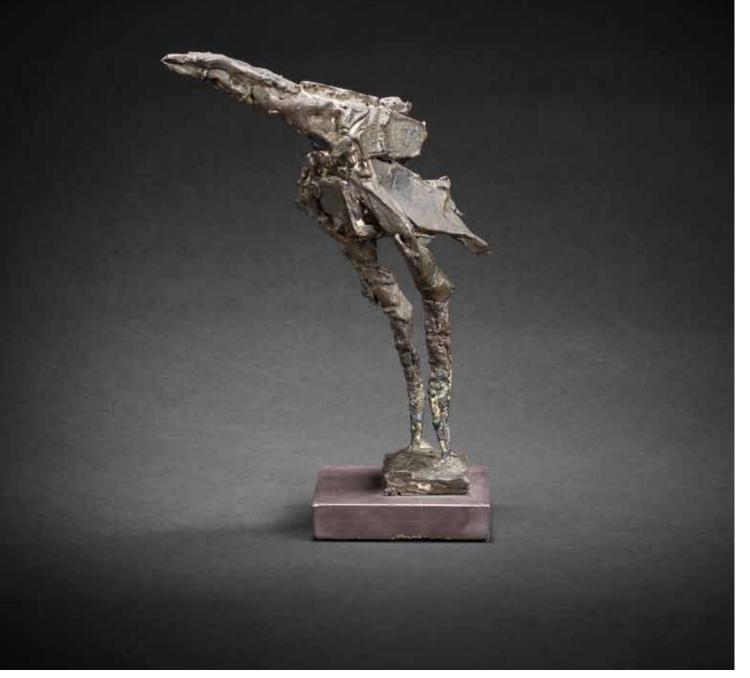
signed and numbered '1/1/Frink' (on the bronze base) bronze with a dark brown patina on a stone base 22.5 cm. (8 7/8 in.) high (excluding the stone base)

£30,000 - 50,000 €35,000 - 59,000 US\$48,000 - 81,000

Provenance:

Acquired directly from the artist by the late wife of the present owner

Frink's early Bird bronzes dating from the 1950s are fascinating sculptures. They take ravens, vultures and hens as their subjects. Never previously offered for sale this particular version is among the artist's earliest forays into three dimensional works. It was gifted by the sculptor to the late wife of the present owner, shortly after casting, whilst she was a student at St Martin's School of Art in London being taught by Frink. Frustratingly, its exact date is unknown. Sometimes these birds were depicted dead, others are in a state of aggression, squawking with neck outstretched or wings flapping. But with the present lot the bird is depicted with a relaxed posture, still gangling yet with more composure.





20* AR

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

Man Running III signed and numbered '2/8 Frink' (on the bronze base) bronze with a brown patina 38.1 cm. (15 in.) high (including base) Conceived in 1976

£20,000 - 30,000 €24,000 - 35,000 US\$32,000 - 48,000

Provenance:

With Waddington Galleries, London, 22 March 1985 (as Man Running II), where acquired by Mrs. Margaret Winkelman, U.S.A. Private Collection, U.S.A.

Exhibited:

London, Waddington and Tooth Galleries II, Elisabeth Frink: Sculpture, Drawing, 30 November-22 December 1976, not numbered (another cast)

Literature:

Marina Vaizey, The Sunday Times, 19 December 1976 Jill Willder (ed.), Elisabeth Frink Sculpture, Catalogue Raisonné, Harpvale Books, Salisbury, 1984, cat.no.225, pp.184-5 (another cast ill.b&w) Annette Ratuszniak (ed.), Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93, Lund Humphries, London, 2013, cat.no.FCR254 (another cast ill.b&w)



21AR W

SIR EDUARDO PAOLOZZI (1924-2005)

Horse's Head

signed, numbered, inscribed and dated 'Eduardo Paolozzi 1/3/SLADE 1947' and stamped with the *Morris Singer Foundry* stamp (on two sides of the base)

bronze with a black patina 69.2 cm. (27 1/4 in.) high Conceived in 1946 in concrete, cast in 1974

£40,000 - 60,000 €47,000 - 71,000 US\$65,000 - 97,000

Provenance:

Acquired directly from the artist by the present owner Private Collection, U.K.

Exhibited:

London, Mayor Gallery, *Drawings by Eduardo Paolozzi*, 14 January-1 February 1947 (red concrete version)

Hannover, Kestner-Gesellschaft, *Eduardo Paolozzi*, 8 December 1974-19 January 1975, cat.no.1, p.56 (another cast ill.b&w)

Berlin, Nationalgalerie, *Eduardo Paolozzi*, 5 February–6 April 1975, cat. no.1, p.56 (another cast ill.b&w)

Newcastle, Laing Art Gallery, Eduardo Paolozzi, Sculptures, Drawings, Collages and Graphics, 17 April-16 May 1976, cat.no.1, p.9 (three casts Exhibited, concrete version ill.b&w); this exhibition later travelled to Edinburgh, Scottish Arts Council Gallery, 29 May-27 June, Leigh, Turnpike Gallery, 3-24 July, Wolverhampton, Municipal Art Gallery, 31 July-29 August, Hull, Ferens Art Gallery, 4 September-3 October, Southampton, Art Gallery, 9 October-14 November, Cardiff, Chapter Arts Centre, 4-22 January 1977 and Kendal, Abbot Hall Art Gallery 29 January-26 February

Edinburgh, Royal Scottish Academy, Eduardo Paolozzi: Recurring Themes, 1984, cat.no.Al.1 (another cast ill.b&w); this exhibition later travelled to Munich, Staditsche Galerie, Autumn 1984, Cologne, Museum Ludwig, 1985 and Breda, De Beyard Centrum Voor Beeldende Kunst. 1985

Literature:

Robert Melville, *Eduardo Paolozzi*, in *Horizon*, Volume XVI, September 1947, p.213 (ill.b&w red and white concrete versions)

Winifred Konnertz, *Eduardo Paolozzi*, Dumont, Cologne, 1984, pl.35 (another cast ill.b&w)

Fiona Pearson, *Paolozzi*, National Galleries of Scotland, Edinburgh, 1999, p.18, pl.10 (another cast col.ill)

'His sculpture is, so far, rather crude in facture, although I have no doubt that it is the field in which his originality will find its greatest scope. Some of it is already different from anything else that I have seen. His horses heads, for instance, constructed out of a selection of their features, establish a relationship with half the animal styles of the past without a sign of conformism; I find the large empty rings for nostrils, hanging out like fabulous circular bones from a central stem, quite unforgettable, and throughout all his work in concrete, warm, active, friendly forms are coming into existence.' (Robert Melville, Eduardo Paolozzi, in Horizon, volume XVI, September 1947, p.213).

Horse's Head was originally made in concrete and shown in Paolozzi's first one-man exhibition at the Mayor Gallery, Brook Street, in January 1947, with the concrete sculpture Seagull and Fish, and Blue Fisherman (both in private collections), and a series of fisherman, fish and seagull related drawings based on subjects from Newhaven on the Scottish coast, close by his native Leith where he grew up. No catalogue was published. With the proceeds from the exhibition Paolozzi left for Paris in June, where he lived for the next two years. Two versions of Horse's Head were shown in the Mayor exhibition, one in white concrete (whereabouts unknown), and one in red concrete (private collection), from which the three bronze versions were cast in 1974.



The expressive reductivism of Horse's Head evokes the Horse of Selene from the Elgin Marbles in the British Museum, where in the immediate post-war years Paolozzi was a frequent visitor. But to a modernist viewer it invites an immediate comparison with Picasso. In 1947, Robert Melville compared it to Picasso of the 1930s, and there is an obvious analogy with images such as the anguished horse at the centre of Guernica, which other critics also noticed at the time. There was no doubt that when he arrived in the Sculpture School of the Slade in the autumn of 1945 Picasso was at the heart of Paolozzi's agenda. To friends and fellow students alike Paolozzi was known simply as 'Pablo' - or 'Pab'. That winter in London there was also no shortage of works by Picasso available for Paolozzi to study. On view at the V & A in Paintings by Picasso and Matisse, an exhibition regarded with horror by Paolozzi's teachers at the Slade, were exactly the kind of still lifes and portraits by Picasso from the early to-mid 1940s which would have inspired Horse's Head. Early in 1945 he would also have seen a wide range of Picassos at Jack Bilbo's Modern Art Gallery. Yet, as Melville noted in his 1947 review in Horizon, Paolozzi did not, like so many other artists, simply treat 'the art of Picasso as a vast raiding ground \dots [but] adopted a similar mode of beholding, with the aim of inventing comparable forms of his own.' Among the books on Picasso which Paolozzi owned at the Slade was an English version of Jean Cassou's monograph Picasso (1940), parts of the second section of which, 'The theory of Imitation', concerning the nature of artistic influence in French culture, he heavily annotated and underlined.

Among fellow Scottish artists who 'adopted a similar mode of beholding' as Picasso, were the artists known as the 'Two Roberts', Robert Colquhoun and Robert MacBryde, the former of whom Melville cited as an influence on Paolozzi's drawings, and whom Paolozzi knew when he was at the Slade. He remembered returning with the 'Two Roberts' to the Slade Hostel at 28 Cartwright Gardens WC2 after a night out, and boiling a pan of water for spaghetti, only for them all to fall asleep and awake to a room filled with acrid smoke and steam. But the sculptor who shared Paolozzi's interest in Picasso was another fellow Scot, the Dundee-born artist William Turnbull, whose Horse, in plaster and painted yellow, was made soon after his arrival at the Slade in the autumn of 1946, and which, for all intents and purposes, is practically coeval with Horse's Head. (Patrick Elliott, William Turnbull, Sculpture and Paintings, Merrell Holberton Publishers, London, in association with Serpentine Gallery, 1995, p.11 & 13). A painting, by their fellow Slade student Doff Ransome, of the interior of the Slade Hostel at 28 Cartwright Gardens WC2, shows portraits of both Turnbull



and Paolozzi at this time (repr. Robin Spencer (ed.) *Paolozzi Writings and Interviews*, Oxford, 2000, p. 56).

During the second half of 1946 Paolozzi did not attend the Slade, but spent time drawing in his room in Cartwright Gardens, and working on his concrete sculpture in the basement; a number of drawings which relate to Horse's Head are recorded. As a sculptor Paolozzi was largely self-taught; for both Paolozzi and Turnbull regarded the teaching at the Slade as completely useless. He owned a copy of Albert Toft's Sculpture and Modelling (1929) from which he learned the basic techniques, such as how to make moulds and armatures. But Toft has nothing to say about concrete, and in his memoirs Paolozzi describes the hazardous process of working with concrete: [I would] 'just butter it on as best I could'; which was clearly a process of trial and error (Eduardo Paolozzi, National Life Story Collection: Artists' Lives (1993-5). Shelfmark L 466/17, British Library). Jack C. Rich's The Materials and Methods of Sculpture, the first sculpture manual to deal comprehensively with the technicalities of concrete, was published just a few months too late to come to his assistance (Oxford 1947).

Paolozzi's choice of concrete as a material to make sculpture may have been dictated by its low cost. However, concrete carried distinctly modernist overtones. Henry Moore had used it to make several

sculptures between 1929 and 1933, and the medium lent itself to the internationalist aesthetic for architecturally related sculpture of the 1930s. In the 1940s and immediate post-war years, reinforced concrete was also used by some of the sculptors of the 'New Scottish Group', such as Loris Rey and Helen Biggar, whose work Paolozzi could have known when he lived in Scotland; and about whom Robert Melville wrote in *The Listener* in 1943 (see *The New Scottish Group*, William Mclennan, Glasgow, 1947). But the sculptor who received the most widespread publicity for working in concrete was the maverick self-taught artist and modernist gallerist Jack Bilbo (1947-1967), whose garden at Weybridge was the site between 1946 and 1949 of three giant female statues in concrete, and which even featured on a *Pathé News* newsreel.

The present lot is the only known bronze cast of *Horse's Head* in private hands, the further two from the edition reside in the City of Edinburgh Art Collection, Edinburgh Arts Centre (purchased 1980, 2/3) and in the Scottish National Gallery of Modern Art, Edinburgh (purchased 1993, 3/3).

We are grateful to Professor Robin Spencer for compiling this catalogue entry. Professor Spencer would like to thank Freda Paolozzi and Fiona Pearson for their assistance.





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

Seen in the National Gallery signed, titled and dated twice 'Seen in the national Gallery/17 DEC 1961/L S Lowry 1961' (lower left)

pencil

25.3 x 20.3 cm. (10 x 8 in.)

This work is executed on headed paper from The Tib Lane Gallery and is double sided

£15,000 - 20,000 €18,000 - 24,000 US\$24,000 - 32,000

Provenance:

With The Tib Lane Gallery, Manchester, 2 February 1963, where acquired by the present owner Private Collection, U.K.

(verso)



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

Figures out Walking signed and dated 'L S Lowry 1969' (lower left) pencil 10.2 x 15.8 cm. (4 x 6 1/4 in.)

£6,000 - 9,000 €7,100 - 11,000 US\$9,700 - 15,000

Provenance:

Gifted by the artist to Donald Rayner Thence by family descent to the present owner

Donald Rayner was an artist, teacher and significant figure within the Manchester art scene until his death in 1977. He was a member of a number of notable societies including The Royal Institute of Painters in Water Colours, The Royal Society of British Artists, he was fellow of the Royal Society of Arts and elected secretary of the Manchester Academy of Fine Arts. In addition, Rayner was President of The Society of Marple Artists and acted as art advisor to the Stockport Metropolitan Council. It was through these circles that Rayner and Lowry became acquainted in the late 1930s and remained close friends until their final days. Details of their last encounter accompanied by a photograph of the artists together can be found in Shelley Rohde's biography L.S. Lowry (Lowry Press, Salford, 1999, p.432-433).

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

The Old Customs House signed and dated 'L.S.Lowry 1963' (lower right); further signed, indistinctly inscribed with title and dated again (verso) 25.4 x 34.9 cm. (10 x 13 3/4 in.)

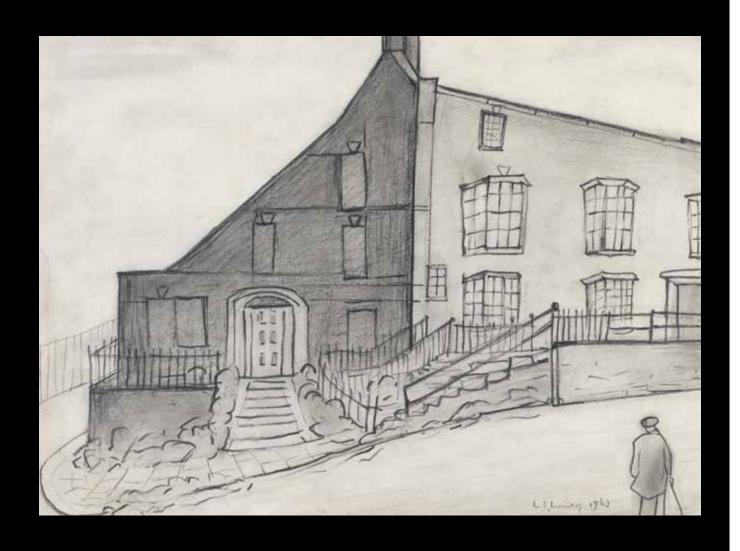
£15,000 - 20,000 €18,000 - 24,000 US\$24,000 - 32,000

Provenance:

Acquired directly from the artist by W.E. Johnson, circa 1963 Thence by family descent to the present owner Private Collection, U.K.

The present work was commissioned by W.E. Johnson because the Customs House building was scheduled for demolition as part of the Stockton Town Centre refurbishment. He had always admired the building and felt there should be a permanent record of it.

W.E. (Bill) Johnson was a freelance art historian and lecturer and long time Art Critic for The Northern Echo. He was a well known figure on the North East's art scene and worked for Newcastle, Sunderland, Durham and Leeds Universities, as well as The Open University. He knew Lowry over many years, being instrumental in securing a commission for him from The Friends of Middlesbrough Art Gallery which resulted in Lowry's painting of St. Hilda's Church in Middlesbrough. He was acknowledged as something of a "Lowry expert" in the region as a consequence. Lowry stayed with the Johnson family in Stockton on Tees for a week in September 1958.



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

Church Street, Clitheroe signed and dated 'L.S. Lowry 1964' (lower left) oil on canvas 40.9 x 30.8 cm. (16 1/8 x 12 1/8 in.)

£150,000 - 250,000 €180,000 - 290,000 US\$240,000 - 400,000

Provenance:

Gifted from Laurence S. Lowry to Mrs. Prudence Kunzel Thence by family descent Private Collection, U.K.

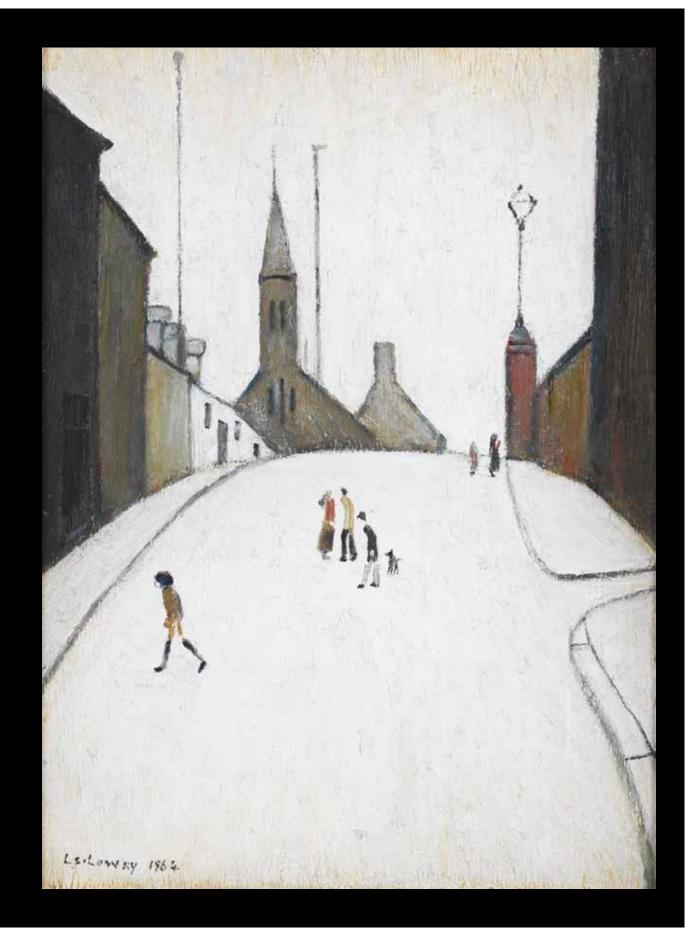
Exhibited:

London, Royal Academy of Arts, L.S. Lowry R.A., 1887-1976, 4 September-14 November 1976, cat.no.293

Painted on at least seven occasions by L.S. Lowry, it is safe to assume that this particular view of Clitheroe, a small town in Lancashire, was a firm favourite of the artist. The present lot (along with lot 27) has never previously been offered for sale, either at auction or with a gallery, having been gifted by Lowry to the family of the present owner. And it has been the best part of forty years since it was Exhibited in public, at the Royal Academy of Arts in London (see exhibition history above). The paintings vary in size, but all are executed on a relatively small scale with this version being the largest known example from the

All of the 'Clitheroe Paintings', produced between 1961-1966, whether on board (see lot 27) or canvas are built up with Lowry's characteristic thick white ground, which had been allowed time to dry and 'age' before being worked upon by the artist. These pictures are beautifully simplistic, with clean lines and uncomplicated compositions; a handful, or two, of figures are added on the road, some accompanied by a dog, and the church spire appears beyond the brow of the street.

The Kunzel family are mentioned on at least two occasions in Shelley Rohde's biography of L.S. Lowry, where their relationship with the local artist is described as, 'In much the same way, he [Lowry] had responded to a suggestion from a family called Kunzel in Clitheroe that there was good reason to believe that, from way back, they might be related; from the time of their initial introduction he became a cherished member of their family circle.' (Shelley Rohde, L.S. Lowry, a biography, Lowry Press, Salford, first published 1979, p.329). Further on they are referred to again, this time being present at Lowry's funeral on Friday 27th February 1976, where the weather is described as, '... dark and as dank as he had said it would be.' (Op. Cit, p.438). Shelley Rohde's goes on to comment, '...but there were not two people but two hundred present: press men and press women by the score, artists and friends, gate-crashers and unknown admirers, the curious and the concerned, dealers and collectors. There was Kalman from the Brompton Road, and the Kunzels from Clitheroe in great distress; and tiny Mattie Lowry and all the Marshalls; and the Earnshaws from Sunderland, and Leggat and Robertson and Whalley; and representing the Royal Academy, Jim Fitton, who went home to paint a picture of the scene that day.' (Op.Cit, p.438).



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

signed and dated 'L S Lowry 1955' (lower right) pencil 25.4 x 35.6 cm. (10 x 14 in.)

£30,000 - 50,000 €35,000 - 59,000 US\$48,000 - 81,000

Provenance:

Gifted from Laurence S. Lowry to Mrs. Prudence Kunzel Thence by family descent Private Collection, U.K.

Exhibited:

London, Royal Academy of Arts, L.S. Lowry R.A., 1887-1976, 4 September-14 November 1976, cat.no.227

It is particularly fitting to be offering this highly accomplished drawing of Clitheroe alongside two significant later oils of the same Lancashire town. Executed in 1955, the present work closely relates to the 1957 painting Street in Clitheroe, offered for sale in 1970 from the collection of Robert Morse, New York. Whilst both images depict the same location and bear distinct similarities, there are also clear differences. In both examples, Lowry retains the basic structure of the street yet adapts the figures and figure groups to suit his composition and mood as an incessant observer of everyday life. Furthermore, despite being a known location, Lowry has no qualms in varying the buildings in each portrayal choosing to include the ever familiar factory chimneys in the oil painting with the drawing retaining a more rural aura.

The quality of drawings that have recently appeared on the open market and the prices achieved for these works can leave little doubt that Lowry was a master draughtsman. Earlier this year, Bonhams secured the two highest prices at auction for pencil drawings by the artist with Agecroft Regatta and The Organ Grinder achieving £211,250 and £151,250 respectively.

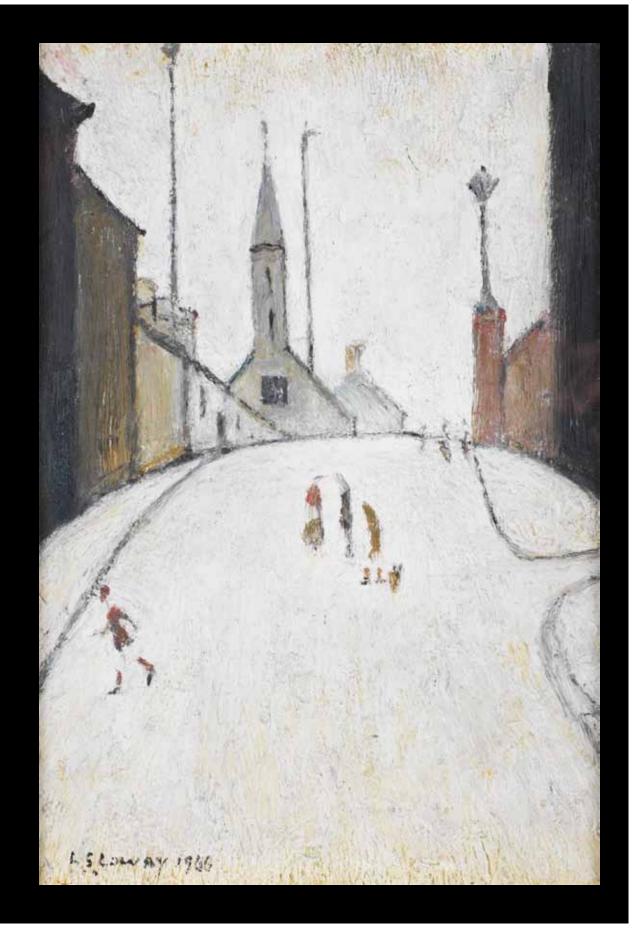


27AR **LAURENCE STEPHEN LOWRY R.A. (1887-1976)** Church Street, Clitheroe signed and dated 'L.S. Lowry 1966' (lower left) oil on board 25.7 x 18 cm. (10 1/8 x 7 1/8 in.)

£50,000 - 70,000 €59,000 - 83,000 US\$81,000 - 110,000

Provenance:

Gifted from Laurence S. Lowry to Mrs. Prudence Kunzel Thence by family descent Private Collection, U.K.





(fig.1)

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

Family Group signed and dated 'L.S. Lowry 1951' (lower right) oil on panel 22 x 16 cm. (8 5/8 x 6 1/4 in.)

£60.000 - 80.000 €71,000 - 94,000 US\$97,000 - 130,000

Provenance:

Monty Bloom Collection

With Hamet Gallery, London, 29 September 1972, where acquired by

Mrs. Helen Keith-Roach

Sale; Bonhams, London, 2 December 2003, lot 79

With Neptune Fine Art, Derbyshire

With Halcyon Gallery, London where acquired by the present owner

Private Collection, U.K.

Exhibited:

Southport, Atkinson Art Gallery, The Bloom Collection, 1967 London, Hamet Gallery, L.S. Lowry, 21 September-21 October 1972, cat.no.5

In later years L.S. Lowry posed for a charming black and white photograph holding a cup and saucer, beside a variety of his paintings positioned on easels (see fig.1). Propped carefully on top of four other pictures, the present lot can be seen unframed next to Lowry dressed in his artist's overalls. These figure groups only began to emerge in Lowry's work in the 1950s and would sometimes incorporate just a singular person, whilst others show more complex juxtapositions of adults and children, perhaps with a dog or cat. Many were painted without any context, like we see in Family Group, so that the spectator has only the figures themselves to concentrate on; others were placed in domestic settings or urban streets. The present lot is a curious painting in the sense that the figures' faces, especially of the two adults, have seemingly morphed into part human, part animal. It is beguiling; almost humorous and anticipates a number of characters which appear in some of Lowry's drawings dating from the late 1960s and early 1970s, for example the fabulous pencil drawing, A Group of Figures (reproduced in Michael Howard's Lowry, A Visionary Artist, Lowry Press, Salford, 200, p.200).





(fig.1) Laurence Stephen Lowry, Old Houses Wick, 1936 © The Estate of L.S. Lowry. All rights reserved, DACS 2013

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

Steps at Wick

signed and dated 'L.S. LOWRY. 1937' (lower left) and titled 'Steps at Wick' (on the canvas overlap); further signed '-.S. Lowry' (on a partial label attached to the stretcher)

oil on canvas

43.2 x 53.3 cm. (17 x 21 in.)

Please note that this work is accompanied by a receipt from Crane Kalman Gallery

£500,000 - 800,000 €590,000 - 940,000 US\$810,000 - 1,300,000

Provenance:

With Alex Reid & Lefevre, London

With Aitken Dott & Son, Edinburgh

The Brodie of Brodie Sale; Christie's, Hopetoun House, 15 October 1969, lot 151

With Crane Kalman Gallery, London, May 1975 where acquired by Mr. J Austin

Frank Austin

Sale; Christie's, London, 12 March 1982, lot 255

With Crane Kalman Gallery, London, where acquired by the present owner, 6 July 1993

Private Collection, U.K.

Exhibited:

London, Royal Society of British Artists, Summer Exhibition 1939: London and Londoners, 1939, cat.no.246

Salford, Salford Museum and Art Gallery, Paintings and Drawings by Laurence S. Lowry RBA, 1-31 October 1941, cat.no.10 (£30)

Sunderland, Sunderland Art Gallery, Industrial Street Scenes etc by Lawrence [sic] S Lowry RBA, 21 September-13 October 1942, cat. no.7 (£30)

Edinburgh, Aitken Dott & Son, L.S. Lowry, 4-16 September 1944, H.7486, (as The Steps of Wick)

Edinburgh, The Scottish Arts Council, Modern Art from Scottish

Houses; Inaugural Exhibition of the Scottish Arts Council's New Gallery, 13 July-9 August 1969, cat.no.33 (as Steps in Wick)

London, Crane Kalman Gallery, L.S. Lowry, A Selection of 36 Paintings, 4 November-6 December 1975, cat.no.9 (ill.b&w, as The Steps at Wick)

London, Royal Academy of Arts, L.S. Lowry R.A., 1887-1976, 4 September-14 November 1976, cat.no.119 (as The Steps at Wick, where lent by Frank Austin)

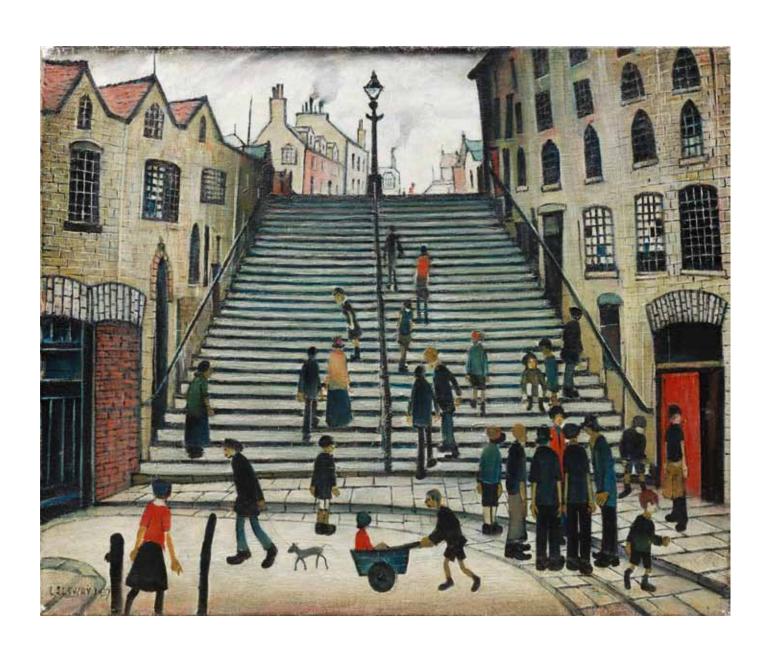
Manchester, The Barn Gallery, A Summer Exhibition of Paintings and Sculpture by Northern Artists, 10 June-31 July 1993, cat.no.77

Literature:

Mervyn Levy, The Paintings of L.S. Lowry, Oil and Watercolours, Jupiter Books, London, 1975, pl.105 (ill.b&w)

Exhibition Catalogue, L.S. Lowry R.A., 1887-1976, Royal Academy of Arts, London, 1976, p.65-66 (ill.b&w)

Shelley Rohde, L.S. Lowry, A Biography, The Lowry Press, Salford, 1999, p.334







(fig.2) (fig.3)

It was with his aunt that Lowry first visited Scotland, as a young boy on

'It was not often that Mary was able to persuade Elizabeth to allow Laurie to visit on his own; but in 1898, while her sister was in the throes of an "attack", she took the ten-year-old boy with her own family on holiday to Scotland. There they hiked across rough moorland, visited local tourist spots, and explored the countryside on bicycles which they hired by the day in the nearby village of Scaur O'Doon.' (Shelley Rohde, L.S. Lowry, a biography, Lowry Press, Salford, 1979, p.48).

Following this initial introduction to the country, the artist made a number of visits to Scotland throughout his career, travelling as far north as Highland in the late 1930s, where he stopped at the small estuary town of Wick, situated on the east coast. The scene depicted in the present lot shows The Black Stairs (see fig.2), which formed part of the Scottish architect Thomas Telford's (1757-1834) 1809 scheme for the new town plan of Pulteneytown (an area of Wick on the south side of the River Wick), for the British Fisheries Society. They were an integral part of Telford's original plan for Pulteneytown, linking the residential area above the bank, via Lower Dunbar Street, to the harbour below. However, construction of The Black Stairs (interestingly, the name appears to have been a local popular one as it does not feature in Telford's plan) did not commence until the 1820s. They are located in what used to be the heart of the Herring Industry, an industrial area which at one time was among the busiest herring ports in Europe; although by 1937 the area would have already been in decline. In a touching testament to Lowry's picture, the town of Wick in 2005 commemorated the striking canvas by mounting a stone relief plague, reproducing the work's composition, in situ (see fig.3). The Black Stairs, a short but steep flight of stone steps with a centre railing are rendered by Lowry with thick black outlines emphasizing their dramatic presence; they cover the majority of the canvas space. Carefully positioned figures walk up and down the steps whilst children loaf around towards the bottom. At their base, in the street, a huddled group of figures seem to be involved in an intense discussion, whilst a single female figure dressed in bright red, appearing from the bottom left edge is strategically framed by two wooden posts. As with most major Lowry paintings, all of the figures in Steps at Wick have a purpose; nothing is left to chance. The observers' eyes roam the picture, guided by the artist and his intelligent positioning of his subjects.

There is another impressive canvas representing this district of Wick, painted the previous year in 1936, titled Old Houses, Wick (see fig.1, sold in these rooms, 26th November 1996, lot 111). And the following year, in 1938, Lowry probably visited Thurso on the north coast of Highland, which resulted in a visually arresting canvas, Street Musicians (Private Collection). The architecture in these paintings are imbued with an anthropomorphic presence; house and warehouse walls twist and lean mirroring the figures that they frame, in stark contrast to Lowry's depiction of buildings in his Mancunian oils executed in the 1920s and early 1930s where they are rigid, flat and very clearly man-made. Frustratingly not a great deal is known of Lowry's visits (or maybe visit) to Highland. What is known are that pictures, and indeed drawings (Shore Street, Thurso, collection of The Lowry, Salford) resulting from this trip are extremely rare, and at best stretch to a couple of handfuls of works. Further afield in Scotland Lowry, perhaps unsurprisingly given his metropolitan upbringing, visited the cities of both Edinburgh and Glasgow. A fine series of oils dating from the late 1940s depict Glasgow Docks and are arguably, along with his 'Highland Series', the artist's key Scottish pictures.

Steps at Wick is a painting which has always been highly revered. In the following passage, we are given an interesting contemporaneous reaction to the work. Reid refers to A.J. McNeill Reid, a director of the exclusive Lefevre Gallery off St. James's (who were to represent the artist from 1939 onwards), and Daisy Jewell, to the lady who was head of the framing department of James Bourlet and Sons, Fine Art Agents based in the fashionable Fitzrovia, who famously introduced Reid to Lowrys work in 1938 just one year after the present lot was painted:

'Reid was almost as fervent as Daisy Jewell in his encouragement of Lowry. He fixed him a show in Edinburgh in 1944 and was very disappointed when only one picture - Steps in Wick[sic] - was sold. However, as he pointed out, the show got a good notice in The Scotsman, a paper not given to reviewing one-man shows in dealers' galleries. Reid had some of the pictures transferred to Glasgow for inclusion in his next show there, in the hope that "my enthusiasm for your work will manage to effect some sales where others have failed."'(Op.Cit, p.334).



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

Sudden Illness

signed and dated 'L.S. Lowry 1920' (lower left); further signed twice, inscribed and dated again 'Sudden Illness 1920/L S Lowry/ Σ 15-15-0/ Laurence Stephen Lowry/117 Station Road/Pendlebury/(no.12)' (on a label attached verso) oil on panel 25.4 x 45.1 cm. (10 x 17 3/4 in.)

£150,000 - 250,000 €180,000 - 290,000 US\$240,000 - 400,000

Provenance:

Acquired directly from the artist by Monty Bloom during the 1950s, thence by descent to Martin D.H. Bloom Sale; Christie's, London, 4 June 2004, lot 75



Exhibited:

November 1987, cat.no.130

Probably Manchester, Rowland Thomasson Architects, 1921, cat.no.2 (as A Man Taken III)

London, Hamet Gallery, L.S. Lowry, 21 September-21 October 1972, cat.no.2 (ill.b&w)

London, Royal Academy of Arts, L.S. Lowry R.A., 1887-1976, 4 September-14 November 1976, cat.no.30, p.6 (col.ill) Salford, Art Gallery, L.S. Lowry Centenary Exhibition, 16 October-29

Middlesbrough, Cleveland Art Gallery, The Art of L.S. Lowry, organised by Arts Council of Great Britain, December 1987-January 1988, cat. no.16, pl.53 (ill. and back cover of catalogue); this exhibition later travelled to Coventry, Herbert Art Gallery and Museum, January-February 1988, Stoke-on-Trent, Art Gallery, March-April 1988, Exeter, Royal Albert Memorial Museum, April-May 1988 and London, Barbican Art Gallery, August-October 1988

Literature:

Frances Spalding, Lowry, in The Cambridge Quarterly, Vol.X No.1, 1981, London, pp.5-7 & 10-11, pl.17

Shelley Rohde, L.S. Lowry, A Biography, The Lowry Press, Salford, 1999, p.152

Michael Howard, Lowry, A Visonary Artist, The Lowry Press, Salford, 2000, p.87 (col.ill)

Shelley Rohde, L.S. Lowry, A Life, Haus Publishing, London, 2007, pp.50-53 (col.ill)

T.G Rosenthal, L.S. Lowry, The Art and the Artist, Unicorn Press, London, 2010, p.73 (col.ill) and p.60 (col.ill detail)

Lowry once remarked, 'Accidents interest me - I've a very queer mind you know. What fascinates me is the people they attract, the patterns those people form, and the atmosphere of tension when something has happened ... where there's a guarrel there's always a crowd ... It's a great draw. A quarrel or a body' (L.S. Lowry exhibition catalogue, Barbican Art Gallery, London, 1988, p. 53). Nowhere is this preoccupation with the behaviour of crowds when confronted with an accident or sudden illness better illustrated than in the present work.

This early oil was probably included in one of the artists very first exhibitions in 1921. At the time it remained unsold and Shelley Rohde, the artist's biographer, comments 'Today many - if not all - of those unsold Lowrys of 1921 form a valued part of collections all over the world. Item No One in the catalogue was bequeathed to Salford City Art Gallery. Item No Two was a poetic oil which demonstrates some early experimentation with flake-white and is now called Sudden Illness. Priced originally at 15 guineas, it was sold by the artist to the collector Monty Bloom in the '50s; by 1960 its price had risen to £100 and in 1972 Bloom sold it a London Gallery for £4,000. Two days later, finding he 'missed it too much', he bought it back for £6,000. (Shelley Rohde, L.S. Lowry, A Biography, The Lowry Press, Salford, 1999, pp.149 & 152).

Accompanied with distinguished Provenance, Sudden Illness is an early exploration into both the techical workings of flake white and the possibilities of a populated composition; artistic concerns that would last Lowry a lifetime.



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

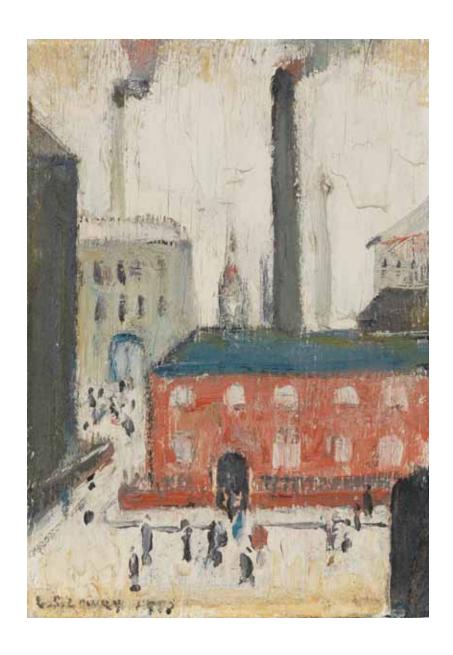
Industrial scene with figures signed and dated 'L.S.Lowry 1958' (lower left) oil on panel 15.2 x 11 cm. (6 x 4 3/8 in.)

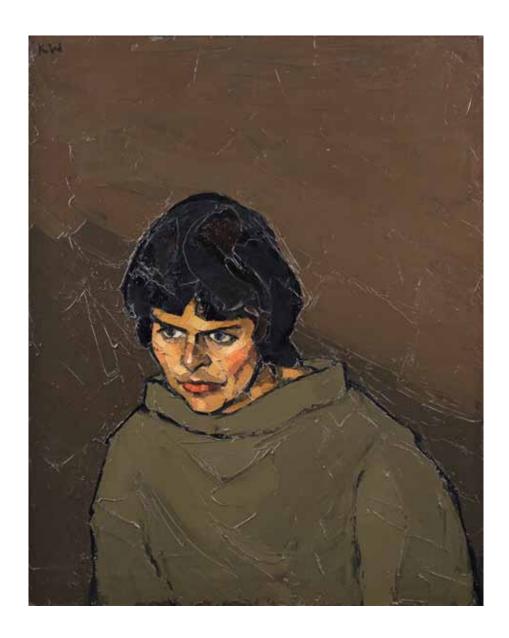
£40,000 - 60,000 €47,000 - 71,000 US\$65,000 - 97,000

Provenance:

Gifted by Laurence S. Lowry to the present owner in the 1960s

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 sale 19 November 2008, lot 61) and Mill Scene painted in 1972 and Exhibited in Tate Britain's recent 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 bijou pictures. One only needs to compare Industrial scene with figures with Valette's equally small 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).





32^{AR}

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

Milein Cosman signed with initials 'KW' (upper left) and titled 'MILEIN COSMAN' (on the stretcher) oil on canvas 76.2 x 60.9 cm. (30 x 24 in.) Painted in 1961

£7,000 - 10,000 €8,300 - 12,000 US\$11,000 - 16,000

Provenance:

Acquired by the mother of the present owner from the 1968 exhibition Private Collection, U.K.

Exhibited:

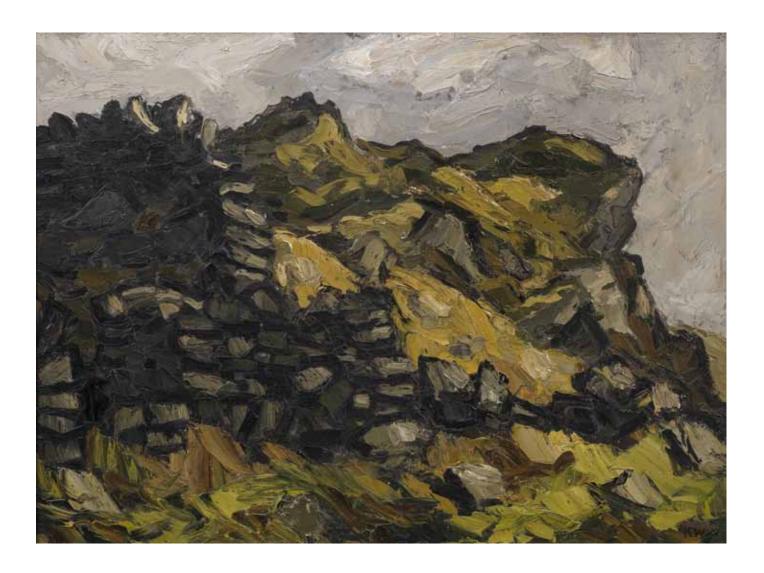
London, Royal Academy of Arts, Summer Exhibition, 4 May-4 August 1968, cat.no.940

Anglesey, Oriel Ynys Mon, Kyffin Williams; Portraits, 3 April-30 May 1993, cat.no.11 (where lent by the present owner)

Literature:

Nicholas Sinclair, Kyffin Williams, Lund Humphries, Aldershot, 2004, p.81, pl.64 (col.ill as Milein Cosman-Keller)

Milein Cosman is a German born artist whose practice is dominated by studies of musicians. She studied at the Slade (1939-42) alongside Williams and sat for at least two known paintings by him.



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

Rocks, Tremadoc signed with initials 'KW' (lower right) oil on hessian 50.8 x 68.6 cm. (20 x 27 in.)

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 24,000

Provenance:

With The Albany Gallery, Cardiff where acquired by the present owner Private Collection, U.K.

In a letter regarding this work from Williams to the present owner, the artist elaborates on the location selected:

Rocks Tremadoc

They are above Tremadoc the Graeth. The main cliff was called Y Glôg, a bull, angered by its own echo, threw itself off it + was killed. Eric Jones, the great climber has a garage below the cliffs.

Kyffin Williams

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

The Curragh signed 'PAUL HENRY' (lower left) oil on board 33 x 41.2 cm. (13 x 16 1/4 in.) Painted 1913-14

£100,000 - 150,000 €120.000 - 180.000 US\$160,000 - 240,000

Provenance:

Acquired by Mr. & Mrs. Windsor Lewis from the 1957 exhibition Acquired by the father of the present owner circa 1960 Private Collection, Ireland

Exhibited:

Belfast, Art Gallery of the Belfast Industrial Development Association, Pictures of Connemara by Mr. & Mrs. Paul Henry, 19 February-5 March 1914, cat.no.2

Belfast, Magee's Gallery, Paintings by Mr. & Mrs. Paul Henry, April 1919, cat.no.15

Dublin, Mill's Hall, Paintings by Mr. & Mrs. Paul Henry, 12-24 May 1919, cat.no.12

Dublin, Royal Hibernian Academy, April 1943, cat.no.128

Shannon, Shannon Free Airport, Paul Henry: Paintings and Drawings, August 1957, cat.no.26

Dublin, National Gallery of Ireland, Paul Henry, 19 February-18 March 2003, cat.no.40 (col.ill)

Literature:

Ann M. Stewart (ed), Royal Hibernian Academy of Arts: Index of Exhibitors and Works 1826-1979, Manton Publishing, Dublin, 1985, p.82 S.B. Kennedy, Paul Henry; Paintings, Drawings, Illustrations, Yale University Press, New Haven & London, 2007, p.177, cat.no.391 (col.ill)

In his Literature on the artist Dr. S.B. Kennedy remarks:

A composition full of drama which is accentuated by the use of a high horizon, below which the fresh, wind-blown clouds sink, as if to remind us of the danger facing the crew of the little craft. The spontaneity and fluidity of the brushwork show Henry at his best in these years. Reviewing his 1914 Belfast exhibition and noting the harsh life of the islanders on Achill the Northern Whig (19 February 1914) commented that here 'Mr. Henry brings home the struggle even more vividly, and the swing of the crew driving the boat in the teeth of wind and wave has a touch of defiance.' (S.B. Kennedy, Paul Henry; Paintings, Drawings, Illustrations, Yale University Press, New Haven & London, 2007, p.177).

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



JACK BUTLER YEATS (1871-1957)

signed 'JACK B YEATS' (lower right) and titled 'VISITORS' (verso) oil on board 22.8 x 35.6 cm. (9 x 14 in.) Painted in 1946

£30,000 - 50,000 €35,000 - 59,000 US\$48,000 - 81,000

Provenance:

With Victor Waddington Galleries, Dublin, 1946 Private Collection Sale; James Adams & Sons, Dublin, 20 May 1975, lot 275 With Cynthia O'Connor Gallery, Dublin Sale; James Adams & Sons, Dublin, 17 May 1990, lot 25 Private Collection, Ireland

Exhibited:

Dublin, Hugh Lane Municipal Gallery, Yeats at the Hugh Lane Municipal Gallery of Modern Art, 26 June-15 October 1988, cat.no.8 (ill.) Dublin, Cynthia O'Connor Gallery, An Exhibition of 20th Century Irish Paintings for Christmas, 8-21 December 1988, cat.no.8 (ill.b&w)

Hilary Pyle, Jack B. Yeats, A Catalogue Raisonné of the Oil Paintings, Volume II, Andre Deutsch, London, 1992 (ill.b&w)

The Visitors in the title of the work refers to an almost incidental part of this fresh bright landscape. In the upper right hand corner of the painting the shape of a Georgian house is evident with figures in black standing before it. These are the visitors but their significance and that of the grand house to which they have come are eclipsed by the vibrancy of the lake and bank in the foreground. The elements of the panorama are sculpted in pale greens and blues. Thick white clouds are reflected in the surface of the water and the bright light bleaches the grass and distant trees. The sharp, pointed forms of the rushes growing out of the peaty soil in the right hand foreground are vigorously painted in deep greens, blues, purples and reds. This passage provides a contrast to the surrounding composition.

Hilary Pyle has suggested that the house in the background may be that of Coole Park in Co. Galway, the legendary home of Lady Gregory. Yeats who was a close friend of Lady Gregory's son, Robert, had often visited it as a young man. His sketchbooks of the early 1900s contain many images of the parkland of Coole and the surrounding countryside. Robert Gregory was killed in World War One and his mother died in 1932. The house was completely demolished in 1941 although its extensive grounds and famous lake remain. In *The Visitors*, Yeats may be coming to terms with the history of Coole Park but as in other of his late paintings emotional recollections and a sense of nostalgia are conveyed through the representation of nature rather than specific individuals. The Visitors emphasizes the continuity of nature, setting human history and endeavour within a universal sense of time and space.

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



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

Landscape with fishing boat signed 'PAUL HENRY' (lower right) oil on canvas 40.6 x 60.9 cm. (16 x 24 in.)

£100,000 - 150,000 €120,000 - 180,000 US\$160,000 - 240,000

Provenance:

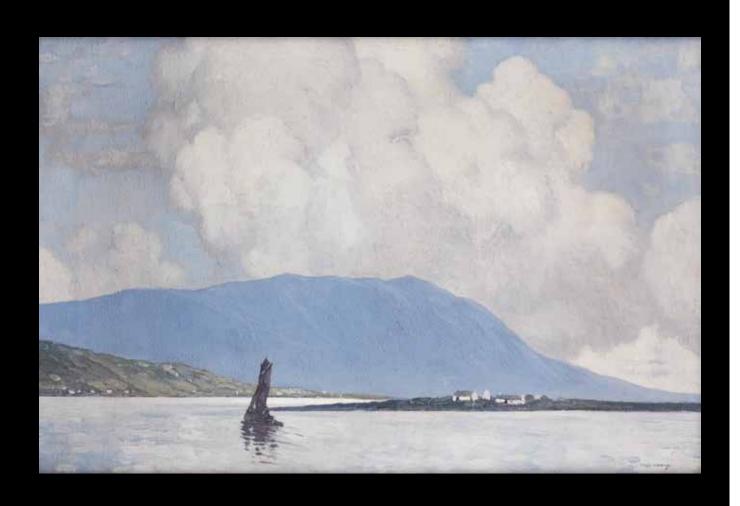
Probably Combridge Gallery, Dublin, 1946 Private Collection, U.K.

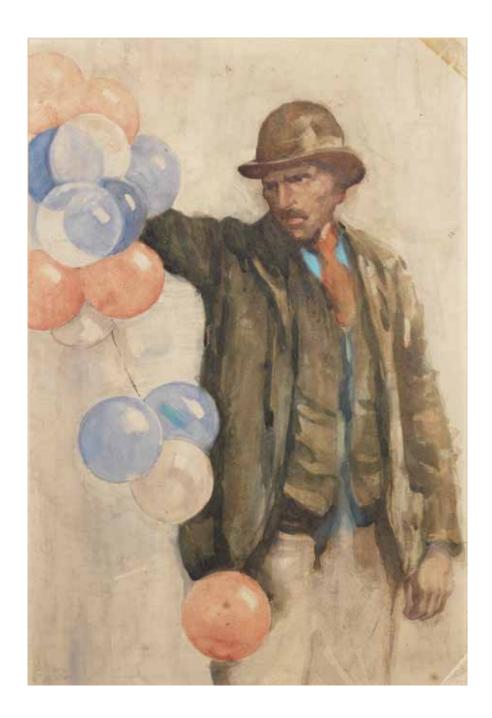
Exhibited:

Probably Dublin, Combridge's Gallery, Paintings by Paul Henry, R.H.A., 23 October-6 November 1945, cat.no.4 or 20 Probably London, Heal & Son, Tottenham Court Road, Pictures by Paul Henry, R.H.A., from 14 January 1946, cat.no.8 Dublin, Waddington Galleries, Paintings and Charcoals: Paul Henry R.H.A., 21 February-3 March 1952, cat.no.18

This painting seems to be a companion to Henry's The Fishing Boat (Kennedy, 2007, catalogue number 1057, ill.) which the artist Exhibited in his 1945 Dublin, 1946 London and 1952 Dublin exhibitions. In each picture the fishing boat and its reflections in the still waters are treated in the same manner and the landscape is similar. Although one cannot be certain, the setting appears to look south east from Achill Sound, in which case the habitation to the right is Gubnafarsda, the land to the left is Scrahagranaghan, and the background mountain is Derreen. It is an area that Henry painted many times. The closeness of the tones, with little or no over-working, the clean, crisp palette and economy of the brushwork betray the influence of Whistler, Henry's erstwhile teacher in fin de siècle Paris.

Dated circa 1943-5 on stylistic grounds. Landscape with a Fishing Boat is numbered 1280 in S.B. Kennedy's ongoing cataloguing of Paul Henry's oeuvre and we are grateful to him for compiling this catalogue entry.





37^{AR}

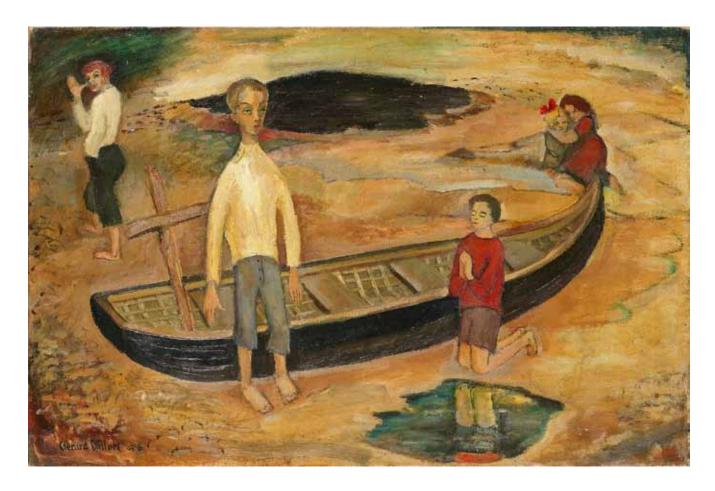
WILLIAM CONOR R.H.A., R.U.A. (1881-1968)

The Balloon Man signed 'William/Conor' (lower right) pencil, watercolour and pastel on paper laid on card 70.6 x 46.7 cm. (27 1/2 x 18 3/8 in.) £8,000 - 12,000

£8,000 - 12,000 €9,400 - 14,000 US\$13,000 - 19,000

Provenance:

With The Bell Gallery, Belfast



GERARD DILLON (1916-1971)

Little Boy Playing at God signed and dated 'Gerard Dillon 45-6' (lower left) oil on canvas 51 x 76.2 cm. (20 x 30 in.)

£15.000 - 20.000 €18,000 - 24,000 US\$24,000 - 32,000

Provenance:

With The Waddington Galleries, London, where acquired by Mr. Lloyd Elkin Private Collection, France

Living in Ireland during the war, Gerard Dillon travelled around the country seeking inspiration for subject matter. Like Elizabeth Rivers, Basil Rakóczi and Seán Keating, the artist was fascinated by the Aran Islands. These early pictures from the 1940s reflect his own personal journey at a time in which Catholicism and Nationalist idealism were interwoven.

Annie Dillon, Gerard's Mother was a staunch Catholic who enforced her beliefs on all her eight children. Reaching adolescence, the artist struggled with school life, his Mother's religious rituals, and the social conservative climate in Belfast. In 1934 the artist travelled to London to seek employment, but also to enjoy an anonymous life, where he was free to explore attitudes to nationality, religion, and to shed prejudices of condemnation from the Catholic Church.

Keenly aware of the appealing nature of narrative in his painting, Dillon draws our attention to Little Boy Playing at God with a curiously disproportionate boy standing in front of a handmade wooden cross in a curragh. Nearby, a young boy kneels before him by a pool of water

with his eyes closed. To the right, two girls huddle closely together to watch the scene. Opposite the girls, an older boy walks away from the group displaying a gesture of distain to the boy playing God. The curragh, of ancient origin divides the group symbolizing the children's future survival, which depended on the Aran fishermen's skill of nerve and dexterity for total self-sufficiency.

The artist held his first solo show in 1942 in the country shop, Dublin. Opened by Mainie Jellett, other works from this period are characteristically naïve and contain a Christian theme; Forgive us Our Trespasses, An Aran Funeral, and Dust to Dust. The images are depicted with humour in a simple and child like manner with disproportionate perspective to enhance symbolism often evoking a message.

We are grateful to Karen Reihill, who is currently researching the life and work of Gerard Dillon, for compiling this catalogue entry.

EDWARD SEAGO R.W.S. (1910-1974)

Early Morning, Chioggia signed 'Edward Seago' (lower left) oil on board 50.5 x 74.9 cm. (19 7/8 x 29 1/2 in.)

£25,000 - 35,000 €29,000 - 41,000 US\$40,000 - 56,000

Provenance:

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

Exhibited:

London, Marlborough Fine Art, Edward Seago, Painting and Watercolours, November 1972, cat.no.19

The fishing town of Chioggia sits at the southern end of the Laguna Venta. James Reid remarks 'The bold geometry and vivid colours of the [Chioggian] buildings attracted Seago. Walls and facades became, with decisive brushstrokes or firm applications of the palette knife, harmonies of squares and rectangles with masts, arches and windows providing linear variations.' (James W. Reid, Edward Seago, The Landscape Art, Phillip Wilson Publishers, London, 1991, p.201).





EDWARD SEAGO R.W.S. (1910-1974)

Gypsy Encampment signed with initial and dated 'S/36' (lower right) oil on board 27.3 x 34.9 cm. (10 3/4 x 13 3/4 in.)

£12,000 - 18,000 €14,000 - 21,000 US\$19,000 - 29,000

Provenance:

Bertram Priestman R.A., thence by descent to Rt. Hon. Lord Pearce of Sweethaws With Nicholas Bowlby, East Sussex Private Collection, U.K.



41ARW

EDWARD SEAGO R.W.S. (1910-1974)

A Venetian Backwater signed 'Edward Seago' (lower left) oil on board 66 x 91.4 cm. (26 x 36 in.)

£20,000 - 30,000 €24,000 - 35,000 US\$32,000 - 48,000

Provenance:

With P. & D. Colnaghi & Co., London



42^{AR}

CHRISTOPHER R.W. NEVINSON A.R.A. (1889-1946)

Dinan from the Viaduct signed 'C.R.W. Nevinson' (lower right) pencil, watercolour and gouache 35 x 24.6 cm. (13 1/2 x 9 5/8 in.)

£12,000 - 18,000 €14,000 - 21,000 US\$19,000 - 29,000

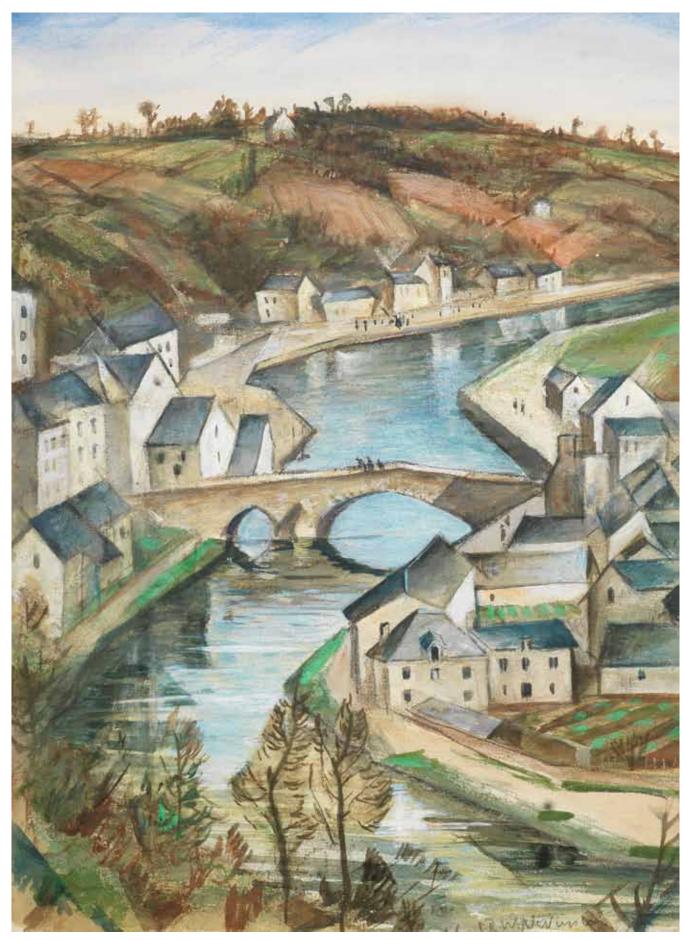
Provenance:

Acquired by Mr. Shand Kydd from the 1928 exhibition Thence by family descent to the present owner

London, The Leicester Galleries, Paintings and Watercolours by C.R.W. Nevinson, October 1928, cat.no.2

The present work relates to four further Breton works by Nevinson; Eel-boats, Dinan and The Rance at Dinan and a watercolour and an oil entitled St Malo, all of which where also Exhibited at the 1928 exhibition.

We are grateful to Christopher Martin for his assistance in cataloguing this lot.



EDWARD WADSWORTH (1889-1949)

Near Marseilles signed 'Edward Wadsworth' (lower left) watercolour and pencil on paper laid on board 31.8 x 34.9 cm. (12 1/2 x 13 3/4 in.) Executed in 1922

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 24,000

Provenance:

Acquired by the present owner in the mid 1990s

The period from January of 1921 through to 1923, can be considered transitionary for Wadsworth. Following the death of his father he inherited close to a quarter of a million pounds which afforded the artist the luxury of dedicating himself full time to the pursuit of painting. He started to experiment with both medium and style; he began to favour tempera, which was to dominate his output henceforth and to work in a post-cubist aesthetic; elements of which he would revisit on various occasions throughout his career. One such formative work was Near Marseilles (once in the collection of Eric Kennington) which was painted on his first extended trip to the region in the spring of 1922. The present lot is almost certainly a preparatory work for this canvas.

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





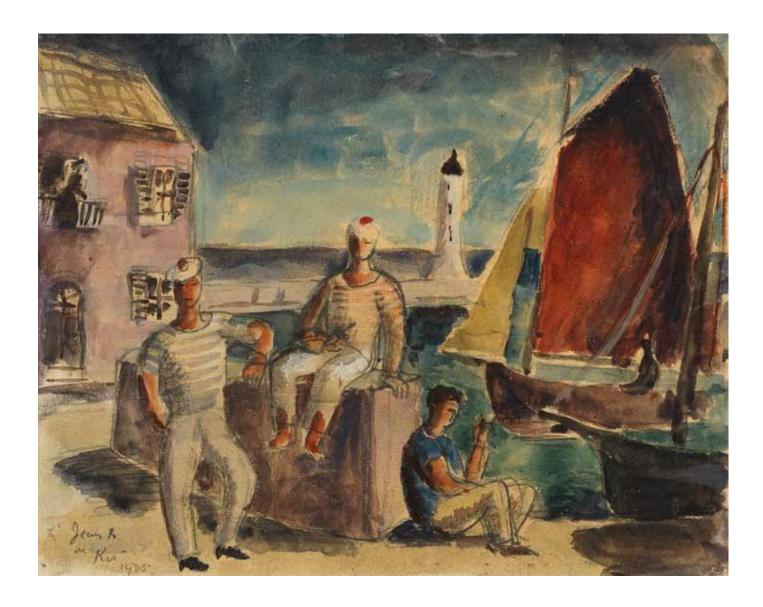
JOHN MINTON (1917-1957)

Hampstead wash, pen and ink 29.2 x 37.7 cm. (11 1/2 x 14 7/8 in.)

£4,000 - 6,000 €4,700 - 7,100 US\$6,500 - 9,700

Provenance:

With The Tib Lane Gallery, Manchester



45

CHRISTOPHER WOOD (1901-1930)

The Hotel Welcome, Villefranche signed, inscribed and dated 'a' Jean B/au Kit/1925' (lower left) pencil and watercolour on paper laid on board 22.7 x 25.7 cm. (8 1/4 x 10 1/8 in.)

£7,000 - 10,000 €8,300 - 12,000 US\$11,000 - 16,000

Provenance:

Terrence Kennedy With The Redfern Gallery, London, 9 November 1999 Private Collection, U.K.

Literature:

Probably Eric Newton, Christopher Wood 1901-1930, Redfern Gallery, London, 1938, p.81, cat.no.601 (as Sailors in a French Port) Richard Ingleby, Christopher Wood: An English Painter, Allison & Busby, London, 1955, pl.4 (col.ill)

Villefranche on the French Riviera was a favoured playground for the 1920s haute bohème. Amongst its most notorious frequenters, including Coco Chanel, Scott Fitzgerald and Isadora Duncan, was the poet-impresario and artist Jean Cocteau. Cocteau would hold residence in the port's Hotel Welcome where in 1924 the young Christopher 'Kit' Wood was also vacationing. Wood immediately became infatuated with Cocteau and his hedonistic existence. The pair embarked on a fast and close relationship, sharing a studio on their return to Paris, mutually benefiting from each other's advice and critique. However Cocteau's affection quickly moved on and early the following year he embarked on a new relationship with Jean Bourgoint. Whatever rejection Wood felt was quickly overcome as all three men remained friends. Indeed Wood was later introduced to and became romantically entwined with Jean's sister Jeanne, who modeled for many of his most sensuous pictures. The beautiful Bourgoint siblings formed an infamous pair whose flippant and at times peculiar affections were poetically interpreted in Cocteau's 1929 novel 'Les Enfants Terribles'.

The present lot, depicting sailors on the docks before the Welcome and its well-known pleasures, is inscribed 'a' Jean B au Kit' suggesting that it may well have been a gift from Wood to Jean Bourgoint.

DAVID BOMBERG (1890-1957)

Irrigation, Zionist Development, Palestine oil on canvasboard 31.9 x 40.2 cm. (12 1/2 x 15 7/8 in.) Painted in 1923 (according to a label verso)

£40.000 - 60.000 €47,000 - 71,000 US\$65,000 - 97,000

Provenance:

With Marlborough Fine Art, London Sale; Christie's, London, 11 June 1982, lot 60 (as Farm Irrigation, Zionist Development)

As Richard Cork states, David Bomberg's Palestinian works, painted 1923-27, are 'for him a crucial turning point ...once landscape imagery took hold of Bomberg's imagination, humanity would never regain the position it had previously occupied in his work. Only Jerusalem and its hillsides promised to provide him with the stimulus he now needed.' (Richard Cork, David Bomberg, Yale University Press, New Haven, 1987, p.149).

Bomberg, born to Polish-Jewish immigrant parents and raised in London's East End, became an integral part of the prodigal generation of students who matriculated from the Slade School of Arts in the years prior to the First World War. The Slade students (Spencer, Paul Nash, Nevinson, Roberts, Wadsworth to name but a few) came to their artistic adulthood at one of British Arts most vital moments. In November of 1910 Roger Fry opened Manet and the Post-Impressionists at the Grafton Galleries, an exhibition which in one fell swoop firmly placed new continental modernism at the forefront of British critical debate. Bomberg, like many artists of the day, quickly adapted and developed the concepts showcased. In 1913 he travelled with Jacob Epstein to Paris to view further cubist and futurist exhibitions and met among others, Picasso, Derain and Modigliani. Bomberg's subsequent semi abstract Vorticist works led to the general acknowledgment of him as one of the most adventurous artists of this progressive generation.

However, in the wake of the atrocities of the First World War the flavour for such cutting edge modernism did not quite seem as appropriate. Artists, critics and collectors were seeking a return to realism, for an artist as progressive as Bomberg this required a reassessment of approach. He felt the desired change should be found by way of a new location. At the suggestion of fellow artist Muirhead Bone, Bomberg approached the recently formed Zionist Organisation with the goal of finding employment as their official artist in Palestine. It was proposed that through travel of the region and depiction of Zionist activities Bomberg's works could be used to promote the Zionist cause. Although this proposal was not initially successful, reduced funding was secured for a trip from the closely related Palestine Foundation

Fund, whose mandate was to aid Jewish settlers in establishing new construction, irrigation schemes and to increase Jewish immigration. Bomberg left for Palestine with his wife Alice in April of 1923.

The initial paintings he produced across the first two years of the trip were vast depictions of Jerusalem and Petra. These stemmed from an immediate enchantment with the exotic landscape and dazzling light. The formal compositions of his early abstractions were carried over into structural simplification, but not the dominant figural subject matter of previous works, which was almost entirely lost with most positive results. However, in these works Bomberg had moved too far from the doctrine under which he had secured funding. In May of 1924 the Zionist Executive complained in a letter to the London Organisation that his works were 'exclusively Arab' in subject and that they did not fulfill the propaganda brief initially proposed. Although Bomberg's personal opinions were not entirely in line with the Zionist cause he felt duty bound to deliver upon his agreement and in 1925 he started to address the task of painting the Zionist settlements. He painted strictly outside, in confidently applied, structured strokes, reminiscent of the earlier abstractions and pre-empting the later views of Ronda and

Immediately after his return in Autumn of 1927 a selection from this body of work was shown at the Leicester Galleries. This was met by rapturous applause by way of glowing reviews in The Observer, Daily Telegraph, Sunday Times and The Times. However, for Bomberg these years were tinged slightly with personal sadness; it was over this period that his marriage to Alice broke down, but as is so often the case personal turmoil led to artistic gain as Cork concludes; 'Palestine gave Bomberg an enduring love of landscape painting in the open air, and it also gave him a life-long partiality for the heat and brilliance of Mediterranean countries. More important still, throughout the rest of his life he rarely forsook the habit developed in Jerusalem of scrutinizing his subjects first hand ... He had learned how to look during his years of intense lonely observation ... and this ardour discipline stood him in good stead ... infusing the objective study with his own passionately subjective response' (Op.Cit, p.174).





47AR W

ALGERNON NEWTON (1880-1968)

Spring in Beckhole, Yorkshire signed with monogram and dated '42' (lower left); titled 'Spring in Beckhole, Yorkshire' (on the canvas overlap) oil on canvas 60.9 x 111.6 cm. (24 x 40 in.)

£8,000 - 12,000 €9,400 - 14,000 US\$13,000 - 19,000

Sale; Christie's, London, 18 April 1969, lot 119 (as Spring in Beck Hill [sic], Yorkshire), where acquired by the family of the present owner

London, Royal Academy of Arts, Summer Exhibition, 1943, cat.no.67

The present work, a view of the woods surrounding the artist's Yorkshire home, was submitted by Newton to the Royal Academy the same year that he was elected Academician.

A photograph of the present work is included within the artist's personal records (Tate Gallery Archive 799/2, p.16).



48^{AR}

ALGERNON NEWTON (1880-1968)

Markham Square, Chelsea signed with monogram and dated '47' (lower right) oil on canvas 45.8 x 60.9 cm. (18 x 24 in.)

£7,000 - 10,000 €8,300 - 12,000 US\$11,000 - 16,000

Provenance:

Acquired from the artist by Mrs. W. Chetham-Strode Her sale; Sotheby's, London, 12 February 1975, lot 129, where acquired by the family of the present owner

49* AR W

ALGERNON NEWTON (1880-1968)

Outskirts of Cheltenham signed with monogram and dated '32' (lower right) oil on canvas 55.8 x 81.3 cm. (22 x 36 in.)

£18,000 - 25,000 €21,000 - 29,000 US\$29,000 - 40,000

Provenance:

Sir Charles Lloyd Jones (1878-1958) Thence by descent to Charles Lloyd Jones (1932-2010) Private Collection, Australia

Exhibited:

London, The Leicester Galleries, Paintings Around London by Algernon Newton, March 1933, cat.no.54

Venice, British Pavilion, XIX Esposizione Biennale Internazionale d'Arte, 15 March-October 1934, cat.no.76

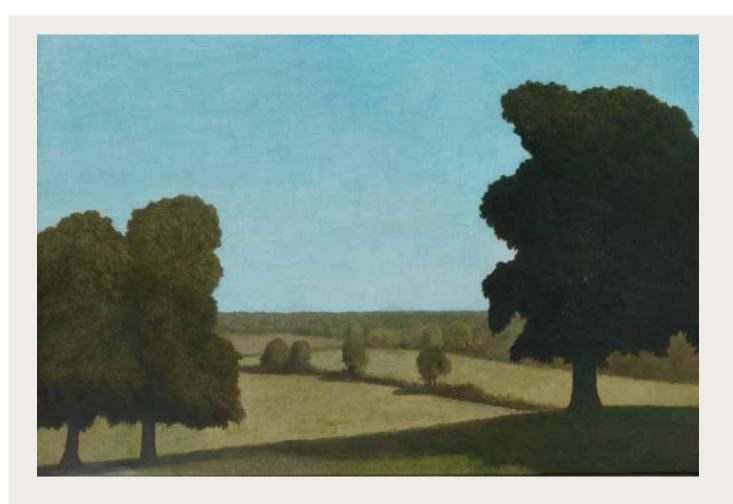
Pittsburgh, Carnegie Institute, The 1935 International Exhibition of Paintings, 17 October-8 December 1935, cat.no.109, pl.100 (ill.b&w) London, Royal Academy of Arts, Annual Exhibition, 2 May-6 August 1938, cat.no.451

Bradford, Corporation Art Gallery, Cartwright Hall, 46th Spring Exhibition, 1939, cat.no.33

Outskirts of Cheltenham is undoubtedly a work that Newton took immense pride in. When first Exhibited at The Leicester Galleries he attached to it the substantial price of 150 gns (prices for other pictures in the exhibition started at 13 gns). Furthermore he retained the work within his possession, selecting it for inclusion in prestigious international exhibitions such as the Venice Biennale and the Carnegie Institute's annual international exhibition.

A photograph of the present work is included within the artist's personal records (Tate Gallery Archive 799/1, p.43, cat.no.43).





50^{AR W}

ALGERNON NEWTON (1880-1968)

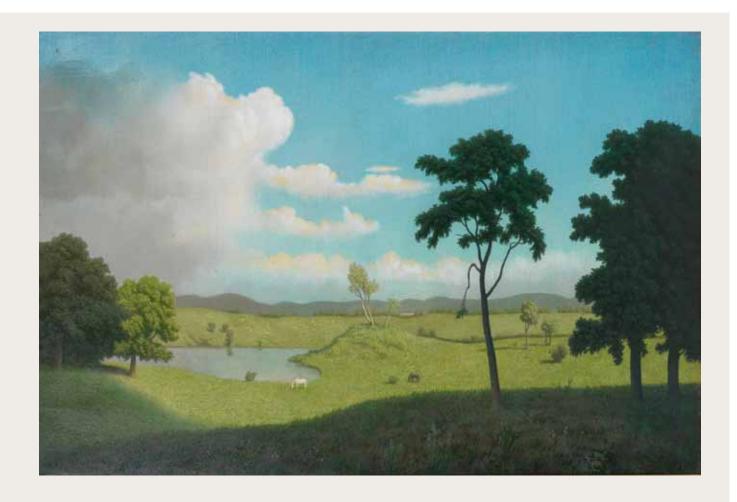
Kentish Landscape signed with monogram (lower right) oil on canvas 60.9 x 91.4 cm. (24 x 36 in.) Painted in 1967

£5,000 - 7,000 €5,900 - 8,300 US\$8,100 - 11,000

Provenance:

Private Collection, U.K.

A photograph of the present work is included within the artist's personal records (Tate Gallery Archive 799/5, p.21). It is the final work documented in this manner.



51ARW

ALGERNON NEWTON (1880-1968)

Summer landscape signed with monogram (lower left) oil on canvas 60.9 x 91.4 cm. (24 x 36 in.)

£7,000 - 10,000 €8,300 - 12,000 US\$11,000 - 16,000

Provenance: Sale; Christie's, London, 18 April 1969, lot 118, where acquired by the family of the present owner

SIR MATTHEW SMITH (1879-1959)

Flowers in a Brown Jug oil on canvas 60.9 x 49.6 cm. (24 x 19 1/2 in.) Painted in 1927

£20,000 - 30,000 €24,000 - 35,000 US\$32,000 - 48,000

Provenance:

With Arthur Tooth & Sons, London, 25 March 1930

With Howard Young Galleries Mrs. Thelma Cazalet-Keir, C.B.E

Sale; Christie's, London, 20 June 1995, lot 242

With The Lefevre Gallery, London, where acquired by the present

owner

Exhibited:

London, Arts Council of Great Britain, Modern British Painting for Allied Institutes, 1943

London, Royal Academy of Arts, A Memorial Exhibition of Works by Sir Matthew Smith, 1879-1959, 1960, cat.no.161

Literature:

John Gledhill, Catalogue Raisonné of the Oil Paintings of Matthew Smith, Lund Humphries, Farnham, 2009, p.130, cat.no.258 (ill.b&w)

Smith spent 1924 and much of the years 1925-1927 living and working mainly in Paris in an intensive concentration on nude and figure painting. In 1925 he also began to turn to still life and for the most part flower paintings. Initially he made studies of tulips, choosing this flower because of its easy availability, cheapness and relative simplicity of form -the tulip being made up of a simple cup-like shape. Like Van Gogh in Paris before him, painting flowers provided a means for him to extend his colour range beyond the simple palette he had been using for the so called 'red nudes' of 1924. Having begun with tulips he rapidly moved on to more intricate flower forms adding roses, dahlias and anemones to his repertoire and then mixing different flowers into increasingly ambitious arrangements.

The various jugs and pots which Smith used for this series of 1920s flower paintings were carefully chosen. He enjoyed what he called 'ferreting' in junk shops where he would search for unwanted chipped or damaged pottery which he could salvage. His collection of old ornate bowls and jugs play an important role in many of the flower paintings and still lifes of this period.

Smith achieved through intensive practice a high degree of mastery of the flower piece, unprecedented in English painting and these flower paintings were well received in Smith's London exhibitions through the 1930s.

Flowers in a Brown Jug is a particularly fine example of Smith's work from this period having been painted in 1927 at a time when his production of flower paintings was in full flow. The flowers are placed on a studio stool which Smith almost always used for the flower pieces and the arrangement is complex and ambitious. This painting was held in a private collection for many years and has rarely been Exhibited.

We are grateful to Dr. John Gledhill for compiling this catalogue entry.



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

Girl on a bed sewing signed 'Sickert.' (lower left) oil on canvas 38.5 x 31 cm. (15 1/4 x 12 1/4 in.) Painted circa 1911-12

£30,000 - 50,000 €35,000 - 59,000 US\$48,000 - 81,000

Provenance:

With The Mayor Gallery, London Acquired by the father of the present owner circa 1950 Private Collection, U.K.

Sickert's figure subjects featuring a clothed man and a nude woman, several given the 'Camden Town Murder' title, influenced both his contemporary and posthumous reputation as a painter of shocking dramas. This assessment is overstated. His subject matter embraced landscapes, music halls and theatres, portraits and intimate figure subjects. Most of his figure scenes reflect moments of everyday, intimate life: the two-figure scenes express squabbles, tedium or tenderness rather than violence: the single figures quiet domesticity rather than sexual provocation. A woman seated on her bed sewing was a subject which Sickert found especially appealing. Naturalistic, requiring no elaborate presentation or framework, it satisfied Degas's precept of observing his subject as if looking through a keyhole. In each case the woman pictured is utterly absorbed in her task and oblivious of her audience. However, the nature of that task is not easily deciphered.

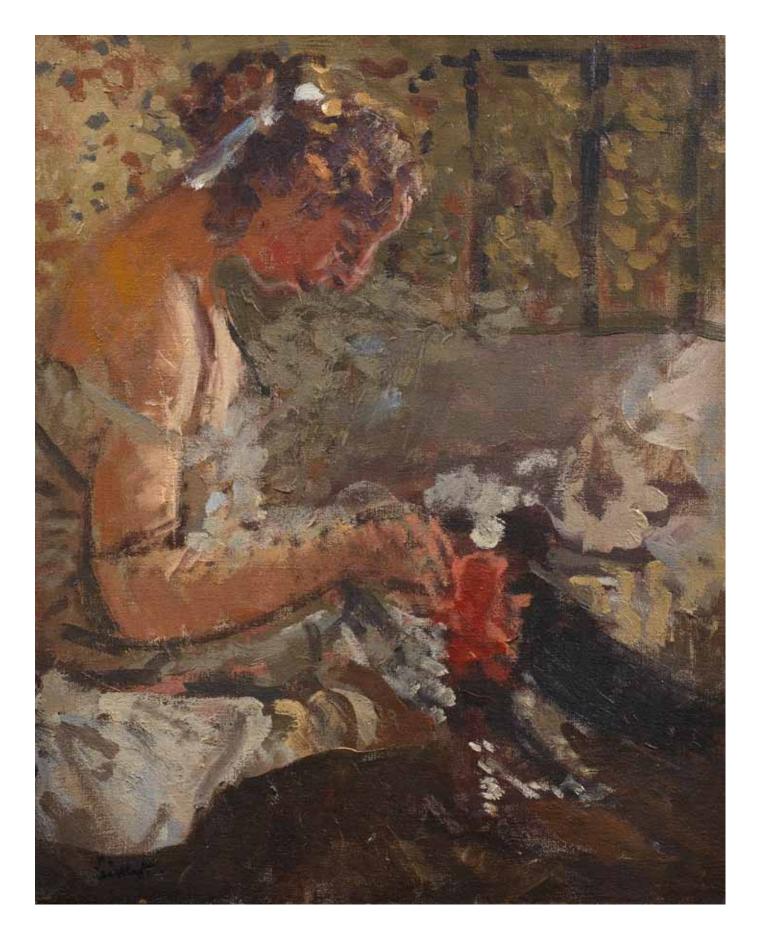
Turning to the present painting, does it indeed portray a woman sewing? If not, what else might she be doing with the scrap of orange stuff she is holding; is she knitting; could she be looking in her reticule? Other paintings on this theme have been misinterpreted, most poetically by Virginia Woolf. In her elegant review of a Sickert exhibition at Agnews in 1933, Mrs Woolf wove a narrative around Yvonne which, like the present painting, shows a woman in a short shift, black shoes and stockings, eyes downcast, concentrating on a scrap of something she is holding in her hands:

Do you remember the picture of the girl sitting on the edge of her bed half naked? Perhaps it is called Nuit d'Amour. Anyhow, the night is over. The bed, a cheap iron bed, is tousled and tumbled; she has to face the day, to get her breakfast, to see about the rent. As she sits there with her night-gown slipping from her shoulders, just for a moment the truth of her life comes over her; she sees in a flash the little garden in Wales and the dripping tunnel in the Adelphi where she began, where she will end, her days. (Walter Sickert: A Conversation, Hogarth Press, 1934, p.15).

The finished version of this subject reveals that far from contemplating a destitute life on the streets, the girl is doing a piece of crochet work (Wendy Baron, Sickert: Paintings and Drawings, Yale University Press, New Haven, 2006, cat.no.463). A painting of about 1912, which represents a woman in a leather arm chair, has long been known as Girl Reading while its preparatory drawing is called The Newspaper. Both represent a woman doing embroidery within a frame (Op. Cit, cat.no.388). The sitter might even be Sickert's wife Christine, an accomplished embroideress whose work included a tunicle used at the Coronation of George VI in 1937. A beautifully precise drawing of a woman en déshabillé seated on a bed (Ashmolean Museum, Oxford; Op. Cit cat.no.467), like Yvonne, has an authentic Sickert title. It is inscribed 'Home Life', suggesting that Sickert cherished the intimate domesticity of this subject.

The present work, hitherto unknown to me, may be the first of Sickert's paintings on the theme. The model in this tender and intimate painting also figures in Woman with Ringlets of c.1911 (Fitzwilliam Museum, Cambridge; Op. Cit cat.co.381). The dating of Girl Sewing to 1911 is substantiated by its style and handling, a year when Sickert conducted bold experiments designed to develop a looser and leaner paint surface. He strove to get rid of the clogged impasto of recent years while retaining a varied and broken touch. He eschewed narrative in favour of an intense focus on the model in front of him, often presented in an unexpected, even guirky, manner. His colours lightened, to embrace ochres, greens, pinks deepening to carmine, rusty orange, creams and browns. These qualities of touch, colour and style are the essence of Girl Sewing.

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



54

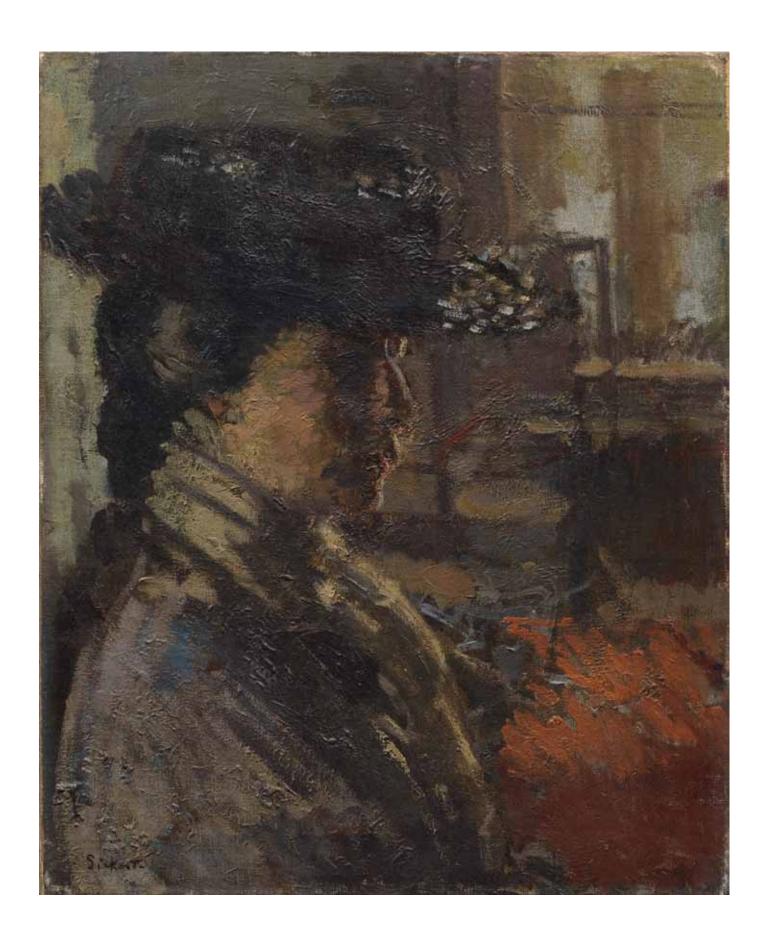
WALTER RICHARD SICKERT A.R.A. (1860-1942)

Le Corsage Violet signed 'Sickert' (lower left) oil on canvas 50.8 x 40.2 cm. (20 x 15 7/8 in.) Painted 1907-08

£100,000 - 150,000 €120,000 - 180,000 US\$160,000 - 240,000

Provenance:

The Artist
His sale; Bernheim Jeune, Hotel Drouot, Paris, 21 June 1909, lot 11, where acquired by
Robert John Griffith
Thence by family descent to the present owner



The re-entry of this painting into the Sickert canon after more than a century is to be greatly celebrated. Distinctive in its Camden Town subject matter, sophisticated in its handling, it is a masterpiece of Sickert's maturity. It has remained in the family of the man who bought it at auction in Paris on 21 June 1909, has never been published and never Exhibited. That auction, organised by Sickert's Parisian dealer Bernheim Jeune, was previewed for only 3 days, at the Bernheim gallery on Friday 18th and Saturday 19th June, and at the Hôtel Drouot, the main sale rooms in Paris, on Sunday afternoon, 20th June. Many French admirers of Sickert's work, among them the painters Paul Signac, Pierre Bonnard and Maximilian Luce, the writers Romain Coolus and Félix Fénéon and the curator Paul Jamot, seized the chance to buy key works by Sickert. However, only one English name featured as a purchaser in the annotated catalogue: 'Griffith'. He bought two paintings, La Seine, du Balcon (now in the Fogg Museum, University of Harvard) and Le Corsage Violet.

The Griffith family was, at the time of the sale, living in Paris where their son, Frank, was studying painting at L'Académie de la Palette, the private art school then under the direction of Sickert's friend Jacques-Émile Blanche. On their return to London, Frank Griffith became a pupil of Sickert at Rowlandson House. Was it he who encouraged his father, Robert John Griffith, to buy at the Sickert sale?

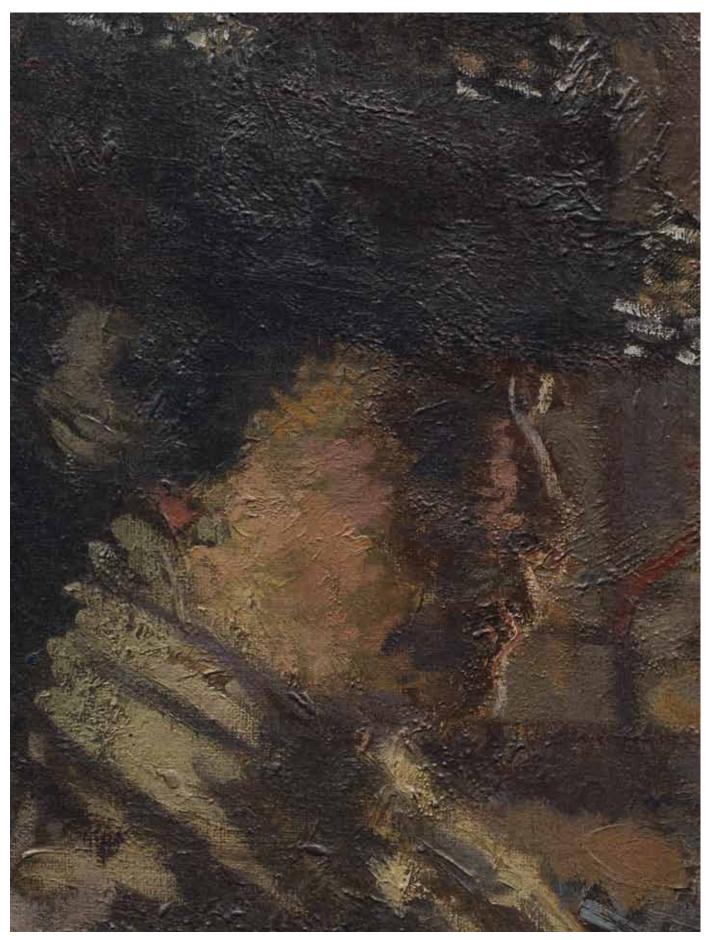
The painting belongs to a series of Mornington Crescent interiors done over the winter of 1907-8 which feature two models, sometimes painted together, sometimes singly, wearing black straw hats with a shallow flat crown and a wide brim. In a letter addressed to Mrs Hugh Hammersly at the end of 1907 Sickert wrote: 'And I have two coster girls in the hats called "American sailors" between whom my progress is as transparent & embarrassed as Garrick's between the two muses.' Early in 1908, in a letter to Nan Hudson telling her of his current work, Sickert sketched L'Américaine (Tate, London), a painting of a coster girl wearing such a hat. He explained: 'I am deep in two divine costergirls - one with sunlight on her indoors. You know the trompe I'œuil hat all the coster girls wear here with a crown fitting the head inside and expanded outside to immense proportions. It is called an "American

sailor" [hat].' His letter reveals how he was fascinated by the lives of his models and the way they dressed: 'in the sumptuous poverty of their class, sham velvet &c. They always wearing for everyday dirty, old, worn clothes, but Sunday clothes. Extraordinary lives. Men, who live on them, now & again hitting them with 'ammers, putting poisonous powders on cakes, trying to cut their throats, drugging their whisky &c.'

Sickert's imagination responded to the tales told by his models and to his studio at 6 Mornington Crescent where his landlady believed Jack the Ripper had been her lodger nearly 20 years earlier. He realised that the home life of his own models was not unlike that of Emily Dimmock, whose throat was cut in her Camden Town bedroom in September 1907. Hence his appropriation of the title 'The Camden Town Murder' for several paintings of a nude woman and a clothed man set within his Mornington Crescent rooms. The setting of Le Corsage Violet and the version of *The Camden Town Murder* in Kirkcaldy Museum and Art Gallery is identical, but in place of the dramatic narrative implied by the bed and two figures in the 'Murder' subject, is the tender close-up study of his coster model.

Le Corsage Violet now joins L'Américaine and The New Home (private collection) as the most complete and perfect examples of Sickert's Camden Town coster girl interiors. The corsage of the title is barely visible; it declares itself only through the squiggled lines of lilac grey paint on the far side of the model. The handling throughout, with the broken dabs of highlight on the brim of the hat, the reflected light falling from the window in the background to illuminate the contours of the girl's face, the rich and varied sweeping strokes of colour which build up the bodice of her coat and her high-necked blouse, is both constructive and luscious. While the title has long since been known to Sickert scholars from the sale catalogue, the quality and beauty of the painting is an unexpected revelation.

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



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

The Artist's Home in New Orleans oil on canvas 51 x 30.5 cm. (20 1/8 x 12 in.) Painted 1913-14

£18.000 - 25.000 €21,000 - 29,000 US\$29,000 - 40,000

Provenance:

With The Redfern Gallery, London, July 1947 (125 guineas) where acquired by the father of the present owner Private Collection, U.K.

Exhibited:

London, The Redfern Gallery, May-November, 1946 (as Artist's Studio, New Orleans)

The title of this painting could hardly be more misleading. The setting is not an artist's home in New Orleans; it is a large corner house (now destroyed - the site an Addison Lee car store) at the junction of 247 Hampstead Road and Granby Street in Camden Town. The house had once been a school. Wellington House Academy, attended by Charles Dickens from 1824-7. Sickert, always fascinated by the history and associations of buildings, immediately resurrected the former name. From 1908 until 1914 it was one of his favourite studios and the setting for some of this best-known works, including Ennui (Tate).

In a letter to Anna Hope (Nan) Hudson in February 1914 Sickert wrote: 'The daylight is coming back to London which shifts my centre of activity ... to my theatre in Granby Street...' The term 'theatre' is revealing. To Sickert each of the many rooms he rented as studios in houses in and around Camden Town was a stage. He rearranged the furniture - iron bedsteads, bedside cabinets, mantelshelf ornaments, chests of drawers, a sagging chaise-longue, washstands, even a grand piano - to create individual stage sets. It took little to spark off his imagination. In this case, it seems to have been the black model who between 1912 and 1914 features in the work of several painters besides Sickert, including Glyn Philpot and Malcolm Drummond. Black models were uncommon at this period. Sickert immediately thought of a place where black people were not rare, the Deep South of the United States, which in turn led him to remember his mentor, Edgar Degas, whose mother was a Creole from New Orleans. Hence the allusive title: in his mind's eye, Sickert visualised his own Camden Town studio as the De Gas family home.

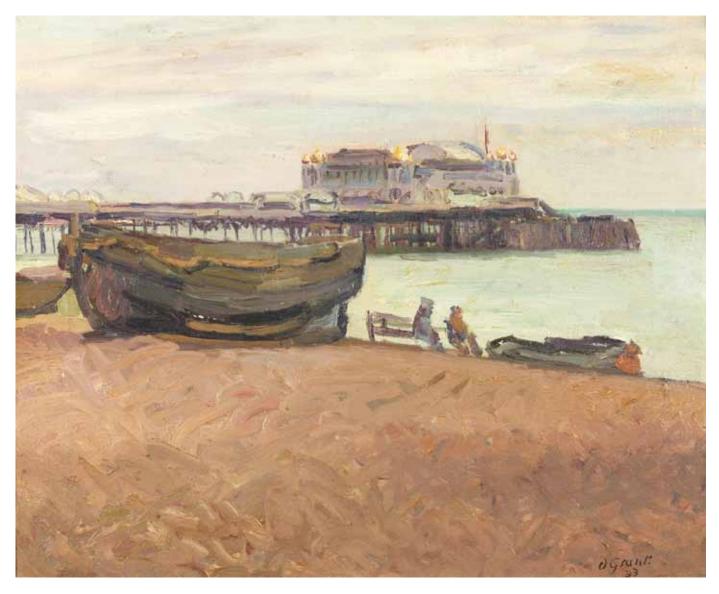
The rooms Sickert rented at Wellington House Academy were spacious and high-ceilinged. However, he makes the corner

represented in Ennui look stuffy and cluttered with the table, chest of drawers and incidental ornaments crowding in upon the two protagonists and locking them into their life of mutual tedium. In the drawing Exhibited at the Carfax Gallery in April 1914 under the title The Artist's Home in New Orleans (reproduced Wendy Baron, Sickert: Paintings and Drawings, Yale University Press, New Haven, 2006, cat. no.419) the setting is transformed into a grand salon. A chaise-longue replaces the chest of drawers, the whole of the huge overmantel glass is shown, a favourite sculpted bust of the boxer Tom Sayers is on the mantelshelf. A woman lounges on the couch while Sickert's model Hubby (who drinks beer in Ennui) stands in proprietorial fashion in front of the fireplace, hands behind his back, being served by a black waiter holding a trav.

Within this setting, juggling with the same components, sometimes zooming in close, sometimes distancing himself from the scene, Sickert drew and painted many different interiors with figures. All but one featured Hubby with a female model; each told a different story. Until the reappearance of the present work I knew of only one painting (not necessarily painted at Wellington House) which included the black model: Negro Sprituals (Op. Cit cat.no.420). The newly discovered painting represents only the left side of the drawing with the same title: the presence of a white master (played by Hubby in the drawing) is implied but not explicit. The black model clearly impressed Sickert. In Negro Spirituals he is the principal subject, with his female companion reduced to a summary sketch in the background. This is even more obvious in a drawing (Walker Art Gallery, Liverpool) for Negro Spirituals which defines the head of the black man in precise pen and ink hatching but barely outlines his companion. In the painting of The Artist's Home in New Orleans the black man - waiter, footman or butler - stands tall, straight and dignified, dominating the scene. The woman on the chaise-longue is reduced in size and significance, her sloppy posture emphasised by the fact that her feet do not even reach the ground. This disparity in scale can hardly have been an accident or a mistake: rather it was a deliberate compositional device to give weight to the central male figure who is the focus of Sickert's interest.

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





DUNCAN GRANT (1885-1978)

Brighton Beach, Grey Day signed and dated 'd grant/33' (lower right); further signed with initials and titled 'Brighton Beach/DG/Grey day' (verso) oil on canvas 44.4 x 55.2 cm. (17 1/2 x 21 3/4 in.)

£6,000 - 8,000 €7,100 - 9,400 US\$9,700 - 13,000

Provenance:

With The Fine Art Society, London, March 1967, where acquired by the present owner Private Collection, U.K.

The present lot is one of Grant's earlier depictions of Brighton, a locale he returned to on a least four occasions from 1932 to 1952. A later but similar composition of this particular view, Brighton's famous pier from the west, is held in the esteemed Radev Collection (Brighton Pier and Boats, 1938).



MARY POTTER (1900-1981)

Seaside Window signed 'Mary Potter' (on the canvas overlap) oil on canvas 71.3 x 61 cm. (28 x 24 in.) Painted in 1960

£15,000 - 20,000 €18,000 - 24,000 US\$24,000 - 32,000

Provenance:

Acquired by the present owner from the 1961 exhibition

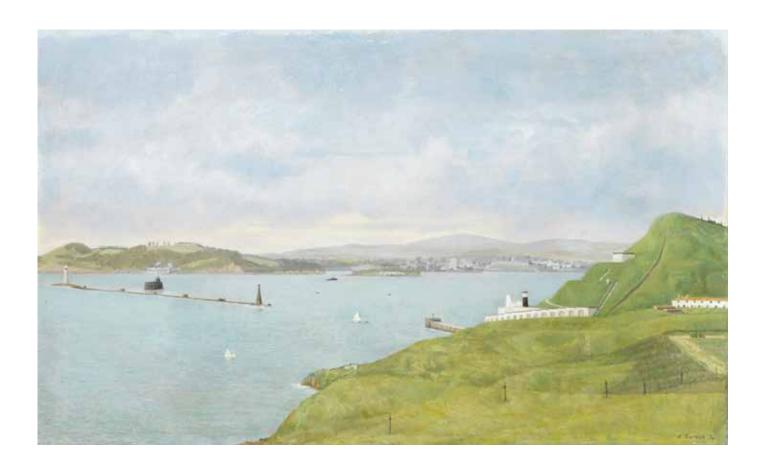
London, The Leicester Galleries, Mary Potter, April 1961, cat.no.7 London, Whitechapel Gallery, Mary Potter; Paintings 1938-1964, 1964, cat.no.63 (where lent by the present owner); this exhibition later travelled to Sheffield, Graves Art Gallery

Seaside Window depicts the interior of Mary Potter's studio at Crag House, Aldeburgh with the Suffolk coast and shipping activities beyond. Potter moved to Crag House (previously the home of Benjamin Britten) in 1957 as a more affordable and more manageable base than her previous abode. However she found painting there somewhat frustrating; each morning blinding light reflected from the North Sea momentarily blazed through the windows, only to fade to a dim ambience for the remainder the day. Potter was forced to adapt her approach, quickening her pace, employing calligraphic strokes and impulsive decisions in pallet and form, shifting away from a literal interpretation of the subject. Despite her personal dissatisfaction with the locale these changes resulted in what can arguably be considered some of her most dynamic and forceful works.

Seaside Window closely relates to a second composition entitled East Coast Window (1959), acquired by the Royal Academy of Arts in 1963 and subsequently bequeathed to the Tate Gallery, London, In letters to the Tate Gallery, Potter discusses the construction of these works:

'You couldn't say it was exactly painted from this window... But my studio is right on the sea, and I sort of half paint what I see and half make it up.' (Mary Potter, from Julian Potter, Mary Potter, a Life of Painting, Scolar Press, Aldershot, 1998, p.101).

We are grateful to Julian Potter for his assistance in cataloguing this work.



58^{AR}

RICHARD EURICH A.R.A. (1903-1992)

signed and dated 'R.Eurich '74' (lower right); further signed, titled and dated again 'PLYMOUTH. 1974/RICHARD EURICH' (verso) oil on board 36 x 59.7 cm. (14 1/8 x 23 1/2 in.)

£6,000 - 8,000 €7,100 - 9,400 US\$9,700 - 13,000

Provenance:

The artist's family

Sale; Christie's, London, 26 May 2011, lot 117, where acquired by the present owner

Exhibited:

Petersfield, Ash Barn Gallery, Richard Eurich, R.A., Mostly Recent Paintings, 22 June-27 July 1980, cat.no.11 Salisbury, Divisional Library, Beaches, Breezes and Boats, an Exhibition

of Paintings by Richard Eurich R.A., 4-18 September 1982, cat.no.14 London, The Fine Art Society, Richard Eurich, O.B.E., R.A., Paintings Since the War, 14 October-8 November 1991, cat.no.23

Please note that a copy of a related letter from the artist's daughter is included with this lot.

This work will appear in the forthcoming catalogue raisonné of Richard Eurich being prepared by Christine Clearkin and we are grateful to her for her assistance in cataloguing this lot.



RICHARD EURICH A.R.A. (1903-1992)

Head of a Girl

signed and dated 'R.EURICH 1930' (upper left); further signed and titled 'HEAD OF A GIRL/Richard Eurich' (on a label attached to the frame) oil on panel

20.9 x 17.2 cm. (8 1/4 x 6 3/4 in.)

£6,000 - 8,000 €7,100 - 9,400 US\$9,700 - 13,000

Provenance:

With The Redfern Gallery, London, 30 March 1933 where acquired by Sidney Schiff

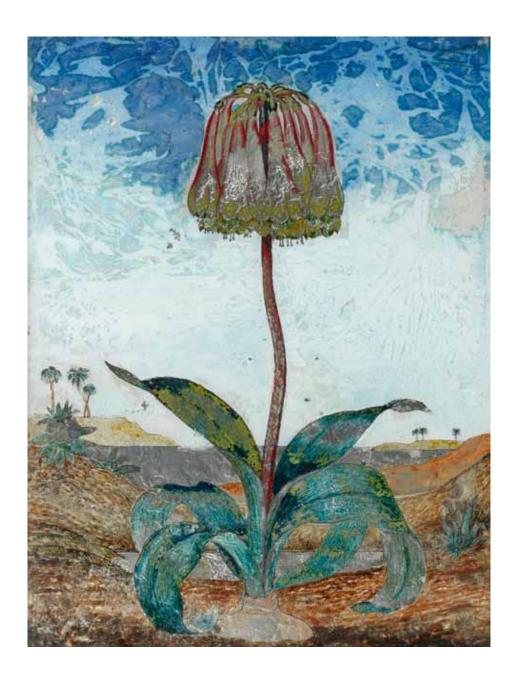
Sale; Christie's, London, 16 October 2003, lot 581

Sale; Christie's, London, 23 March 2011, lot 52, where acquired by the present owner

Exhibited:

London, The Redfern Gallery, Paintings of Dorset Seaports by Richard Eurich, 30 March-22 April 1933, cat.no.50

This work will appear in the forthcoming catalogue raisonné of Richard Eurich's work being prepared by Christine Clearkin and we are grateful to her for her assistance in cataloguing this lot.



DORA CARRINGTON (1893-1932)

Exotic flower mixed media and foil collage on glass 48.3 x 36.8 cm. (19 x 14 1/2 in.)

£6,000 - 8,000 €7,100 - 9,400 US\$9,700 - 13,000

Provenance:

Emily Beatrix Coursolles Jones Thence by family descent to the present owner in 1966

London, Upper Grosvenor Gallery, Carrington: a Retrospective Exhibition, 6-28 November 1970, glass painting room unnumbered (where lent by the present owner)

In her 'tinsel' paintings of the 1920s and early 30s Carrington revisits a tradition of glass painting inspired by oriental techniques and made popular by the Victorians. Carrington would outline in ink a mirror image of her chosen composition directly onto glass. Colour was then introduced by way of opaque paints and finally the works would be backed with carefully flattened foils of collected sweet wrappers, resulting in a pearlescent and opulent quality.

Initially Carrington would produce these only as gifts for friends. However, their extremely appealing nature lent itself to commercial gain and Carrington found that a good income could be had selling the works which she did through Fortnum & Masons on Piccadilly for between 35 shillings and £2.

E.B.C. Jones was a novelist active in the early 20th century and friend of Dora Carrington.



SIMON ALBERT BUSSY (1869-1954)

Sun Fish signed 'Simon/Bussy' (lower right) pastel on paper laid on card 25 x 24.5 cm. (9 7/8 x 9 5/8 in.)

£5,000 - 7,000 €5,900 - 8,300 US\$8,100 - 11,000

Provenance:

Private Collection, U.K.

Exhibited:

Probably London, The Leicester Galleries, Pastels of Birds, Butterflies and Fishes by Simon Bussy, June 1937 Venice, French Pavilion, XXI Esposizione Biennale Internazionale d'Arte, 1 June-30 September 1938, cat.no.127 (as Pesce Argento)

The Leicester Galleries' catalogue from Bussy's 1937 exhibition suggest that at least three variations of the Sun Fish composition exist (cat.nos.3, 44 & 56).

WILLIAM SCOTT R.A. (1913-1989)

Cornish Harbour signed 'W.SCOTT' (lower right) oil on board 27 x 35 cm. (10 5/8 x 13 3/4 in.) Painted in 1950 or 1951

£40,000 - 60,000 €47,000 - 71,000 US\$65,000 - 97,000

Provenance:

With J. Leger & Son, London, September 1952 (25 guineas) where acquired by William and Edith Morgan Thence by family descent to the present owner

Exhibited:

Possibly London, Leicester Galleries, Recent Paintings by William Scott, 1-22 February 1951, cat.no.12 (as Harbour, Cornwall) Possibly London, Leicester Galleries, New Year Exhibition, Paintings, Drawings and Sculpture, January 1952, cat.no.78 (as Harbour, Cornwall)

Literature:

Sarah Whitfield (ed.), William Scott, Catalogue Raisonné of Oil Paintings, Volume 1, Thames & Hudson, London, 2013, p.266, cat. no.189 (col.ill., listed as whereabouts unknown)

Cornish Harbour relates to a series of paintings of harbours that Scott produced in the early 1950s. At this point the subject of the harbour was not entirely new to the artist as it was in 1939 that he painted *The* Harbour, Port-Manech when living in France in the artist's colony of Pont-Aven. However, in the 1950s, when Scott returned to this theme, it was Cornwall and not France that provided the inspiration for his work.

The early 1950s can be regarded as a transitional period for Scott as

he moved from figuration to abstraction. The subject of the harbour provided the artist with an appropriate visual mechanism for instigating this change. It was Norbert Lynton who coined a new name for the harbour paintings of this period, interpreting them as part of a new genre - the 'still landscape'. (Norbert Lynton, William Scott, Thames and Hudson, London, 2004, p.88).

Despite the subject of the present work being landscape, Scott treats it semi-abstractly. The whole painting is organised more or less geometrically and the only truly recognisable forms, the boats, are reduced to oblique shapes in the foreground. The harbour wall itself is divided up into a series of horizontals and verticals with colour eliminated to the bare minimum. Indeed, the subdued palette of Cornish Harbour is typical of Scott's work from this period. The reduction of colour by Scott was a temporary concession in his painting at this time, enabling him to explore the other formal aspects of his art. This kind of reduction is symptomatic of Scott's work in the early 1950s as his art became increasingly minimalist.

The high stone walls either side of the entrance most likely identify the harbour as Mousehole. Along with the highly comparable Harbour Scene (sold in these rooms in 2008), Cornish Harbour relates very closely to a lithograph that was produced in an edition of sixty in 1951.



PAUL FEILER (1918-2013)

Evening Sand

signed and dated '54 FEILER' (lower left); further signed, titled and dated again 'PAUL FEILER/EVENING SAND/20 11 54' (verso) oil on canvas 45.3 x 66 cm. (17 7/8 x 26 in.)

£25,000 - 35,000 €29,000 - 41,000 US\$40,000 - 56,000

Provenance:

Probably sale; Phillips, London, 5 November 1991, lot 170 With Richard Philp, London Private Collection, U.K.

The works Feiler produced between 1950 and 1957 belong to what can be considered Feiler's first mature phase of painting and are arguably his most succinct. Although initially one might respond to these works as abstract we must not overlook how significant an observational approach was to him. Up until a move into pure abstraction commencing in the late 1960s, his overarching credence was to 'write down in paint' his studies of the world around him.

As a pre-war attendee of the Slade School of Art, Feiler's education was deep routed in the traditional rigours of observational drawing. It was whilst at the Slade he visited a showing of Cezanne's work at the Reid and Lefevre Gallery in 1937, which was to have a profound effect on his methodology of interpreting traditional pictorial construction. However, through medium and stance he aligned his work with the pre-eminent British modernists of the day such as William Scott and Peter Lanyon. He was also in tune with international developments; he hosted a lunch for Mark Rothko in 1958 and worked in painterly techniques very much in line with the progressive continental artists such as Nicolas de Staël. It is the dichotomy of this traditional approach with a modern thinking that is one of the most engaging facets of Feiler's paintings.



PAUL FEILER (1918-2013)

Italian Town, Spring signed and dated 'FEILER 55' (lower left); further signed, titled and dated again 'PAUL FEILER/ITALIAN TOWN, SPRING/20.2.55' (verso) and signed again 'PAUL FEILER' (on the frame) oil on board 45.6 x 66 cm. (17 7/8 x 26 in.)

£30,000 - 50,000 €35,000 - 59,000 US\$48,000 - 81,000

Provenance:

Acquired by Mr. Keith Steadman in the late 1950s Thence by family descent to the present owner Private Collection, U.K.

Until the mid 1960s Feiler's primary concern was the faithful representation of his selected landscape. His romantic engagement with his environment echo's that of his countryman Caspar David Friedrich. However he would often select unconventional views such as that dictated by a window frame or partly obscured by objects. He favoured elevated or unfamiliar aerial perspectives, resulting in compositions which although recognisable are somewhat disconcerting in their reading. Although Feiler's eye was often focused on the craggy Atlantic coast of Cornwall he relished the opportunity to look further afield.

As 1954 drew to a close, Feiler travelled to the Italian lakes painting in Gandria and on Isola Bella then onto the cities of Florence and Venice, which he had first visited seven years earlier. Here he produced a number of works, a selection of which he would show at his 1956 exhibition at the Redfern Gallery. As is apparent in Italian Town, Spring, Feiler reacted to the Alpine and northern Italian light by employing warm and soft hues that are not so prevalent in his Atlantic works.



65^{AR}

WILLIAM SCOTT R.A. (1913-1989)

Poem for a Jug, no. 8 signed and dated 'W.SCOTT/79-80' (verso) oil on canvas 25.4 x 29.9 cm. (10 x 11 3/4 in.)

£30,000 - 50,000 €35,000 - 59,000 US\$48,000 - 81,000

Provenance:

Acquired by the present owner from the 1980 exhibition Private Collection, U.K.

Exhibited:

London, Gimpel Fils, William Scott: Poem for a Jug, 20 May-21 June 1980, cat.no.8

Literature:

Sarah Whitfield (ed.), William Scott, Catalogue Raisonné of Oil Paintings, Volume 4, Thames & Hudson, London, 2013, cat.no.896, p.278, (col.ill, listed as whereabouts unknown)

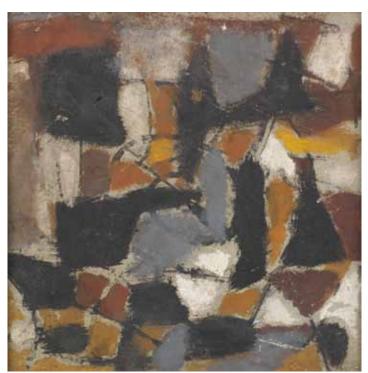
Throughout 1979 and the spring of 1980 William Scott produced the Poem for a Jug series. Comprising of 26 canvases of various sizes, each incorporates Scott's familiar cutlery and crockery components and are dominated by a simplified jug motif. Shown in its entirety at the Gimpel Fils gallery in 1980, the series appears to have been developed from a group of four small 'jug' paintings shown in Toronto the previous year. These works are exemplary of Scott's later neoclassical stilllifes with their origins in design and balance, rather than the organic expressionism of Scott's earlier works. As Norbert Lynton surmises; 'the music we hear from the new paintings is minimal; its orchestration could hardly be more economical. And yet, we witness in these paintings the progress of an artist of wit and subtlety' (Norbert Lynton, William Scott, Thames & Hudson, London, p.338).

In a letter dated 26 April 1980 to Jean-Yves Mock, Scott elaborates on the title he elected for the series: 'My immediate problem for the catalogue when we discussed it last week was how to title so many works with the same subject. While at Coleford I arrived at the conclusion that one title could cover them all and inspired by Keats I decided to call it 'Poem for a Jug' using "Poem" rather than "Ode" and "Jug" rather than "Urn".' (Sarah Whitfield, William Scott; Catalogue Raisonné of Oil Painting, Volume 4, Thames & Hudson, London, p.258). Scott is undoubtedly referring to John Keats 1819 poem Ode on a Grecian Urn. The final lines of which - 'Beauty is truth, truth beauty, -that is all/Ye know on earth, and all ye need to know' sparked critical debate throughout the 20th century that may well have captured Scott's imagination.





(recto)



(verso)

66^{AR} **ROGER HILTON (1911-1975)**

Abstract signed 'Hilton' (lower right) pencil and oil on panel 30 x 30 cm. (11 7/8 x 11 7/8 in.) Painted circa 1952, please note that this work is doublesided

£6,000 - 8,000 €7,100 - 9,400 US\$9,700 - 13,000

Provenance:

Rose Hilton

Acquired from the above by Revd. Geoffrey S. Bennett Acquired from the above by Julian Spalding

We are grateful to Andrew Lambirth and Rose Hilton for their assistance in cataloguing this lot.



67



68

ALFRED WALLIS (1855-1942)

Two fishing boats pencil and gouache on card 17.2 x 22.5 cm. (6 3/4 x 8 7/8 in.)

£6,000 - 8,000 €7,100 - 9,400 US\$9,700 - 13,000

Provenance:

Harold Stanley Ede Gifted by the above to Oleg Polunin, 1957 Thence by family descent to the present owner

The single-masted vessels rigged fore and aft that Wallis depicts here are known as Sloops or Cutters.

Harold Stanley 'Jim' Ede, was one of the 20th Century's most notable advocates of modern art in Britain whose extensive collection formed what is now the Kettle's Yard Collection, Cambridge. Oleg Polunin was an English Botanist, author of several botanical texts and long-serving teacher at Charterhouse School in Surrey.

68ARW

PETER POTWOROWSKI (1898-1962)

The Studio signed 'Peter Potworowski' (on the stretcher) oil on canvas 99.1 x 154.9 cm. (39 x 61 in.) Painted in 1954

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 24,000

Provenance:

Colin Thompson, Edinburgh Thence by descent to the present owner

Exhibited:

Edinburgh, National Gallery of Scotland (where lent by Colin Thompson)



Beatnik in the National Gallery signed with initials and dated 'LSL 1960' (lower left) pencil 20.3 x 12.6 cm. (8 x 5 in.)

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 24,000

Provenance:
Acquired directly from the artist in the 1960s
Sale; Christie's, London, 7 June 2001, lot 149
With Grove Fine Art, Manchester, where acquired by the present owner
Private Collection, U.K.



Modern Society signed and dated 'L S Lowry 1970.' (lower left); further signed and dated again 'L S Lowry 1970' (verso) pencil and felt tip pen 35.6 x 25.4 cm. (14 x 10 in.)

£8,000 - 12,000 €9,400 - 14,000 US\$13,000 - 19,000

Provenance:

With The Stone Gallery, Newcastle
With Brandler Gallery, Essex, where acquired by the present owner in the 1980s Private Collection, Ireland



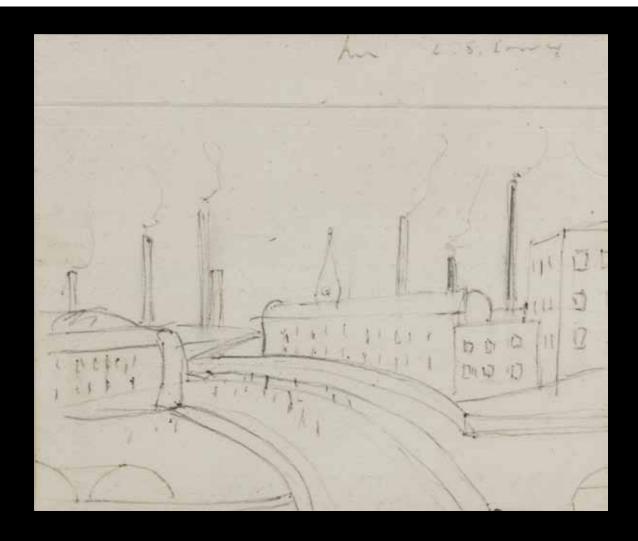
Figures on a beach signed with initials and dated 'L.S.L. 1973' (lower left) 16.5 x 11.4 cm. (6 1/2 x 4 1/2 in.) Please note that this work is executed on an envelope

£5,000 - 7,000 €5,900 - 8,300 US\$8,100 - 11,000

Provenance:

Gifted by the artist to Mr. & Mrs. G.A. Spiers Thence by family descent to the present owner

Mr. & Mrs. Spiers owned the printing firm Magnus Prints and published a number of limited editions for Lowry including *Berwick on Tweed*, The Lonely House, The Organ Grinder and Northern Market. The present work was gifted to the couple by Lowry after one of his signing sessions for these editions.

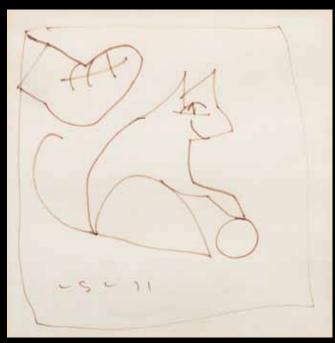


Industrial scene signed 'L.S.Lowry' (upper right) pencil and ballpoint pen 12.7 x 15.2 cm. (5 x 6 in.) Please note that this work is executed on a Christmas card

£4,000 - 6,000 €4,700 - 7,100 US\$6,500 - 9,700

Provenance:

With Hibbert Brothers, Sheffield, 1975, where acquired by the present owner



73AF

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

Cat with Ball

signed with initials and dated 'LSL 71' (lower left) felt tip pen

25.6 x 19 cm. (10 x 7 1/2 in.)

£4,000 - 6,000 €4,700 - 7,100 US\$6,500 - 9,700

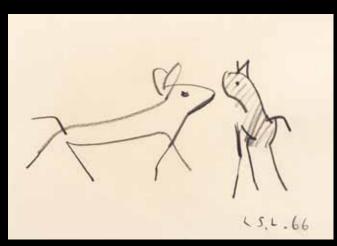
Provenance:

Acquired directly from Harold Riley *circa* 1970 by David Sexton O.B.E.

Thence by descent to the present owner Private Collection, U.K.

We are grateful to Harold Riley for his assistance in cataloguing this lot.

David Sexton (1930-2012) was one of the most respected managers in English football. Following a playing career with West Ham he made the progression to manager in 1965 firstly with Leyton Orient then with Chelsea, Arsenal and Manchester United, a career that spanned three decades. Most notable amongst his many achievements was Chelsea's 1970 victory in the F.A. Cup and securing the European Cup Winners' Cup title the following year. In 2005 Sexton was awarded an O.B.E. for his services to the beautiful game.



7/AF

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

Two dogs

signed with initials and dated 'LS.L.66' (lower right)

21 x 29.6 cm. (8 1/4 x 11 5/8 in.)

£6,000 - 8,000

€7,100 - 9,400

US\$9,700 - 13,000

Provenance:

Acquired directly from Harold Riley circa 1970 by

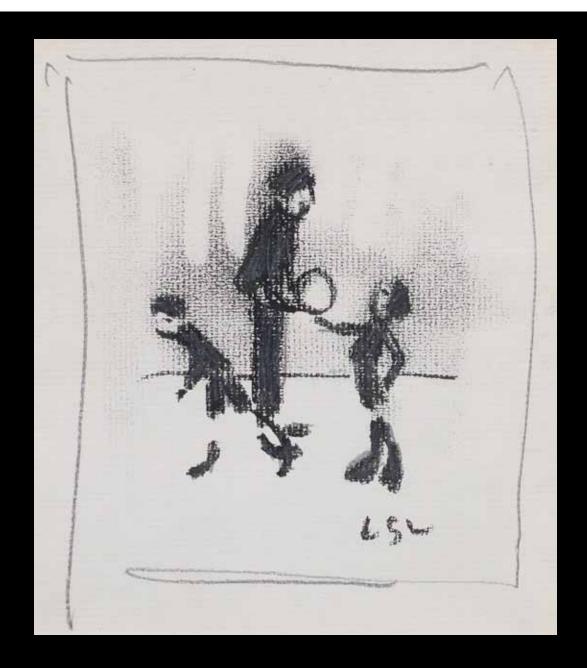
David Sexton O.B.E.

Thence by descent to the present owner

Private Collection, U.K.

We are grateful to Harold Riley for his assistance in cataloguing this lot.

74



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

Three figures with a ball signed with initials 'LSL' (lower right) pencil and pencil 17 x 14.2 cm. (6 5/8 x 5 5/8 in.)

£5,000 - 7,000 €5,900 - 8,300 US\$8,100 - 11,000

Provenance:

Acquired directly from Harold Riley *circa* 1970 by David Sexton O.B.E. Thence by descent to the present owner Private Collection, U.K.

We are grateful to Harold Riley for his assistance in cataloguing this lot.



76^{AR}

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

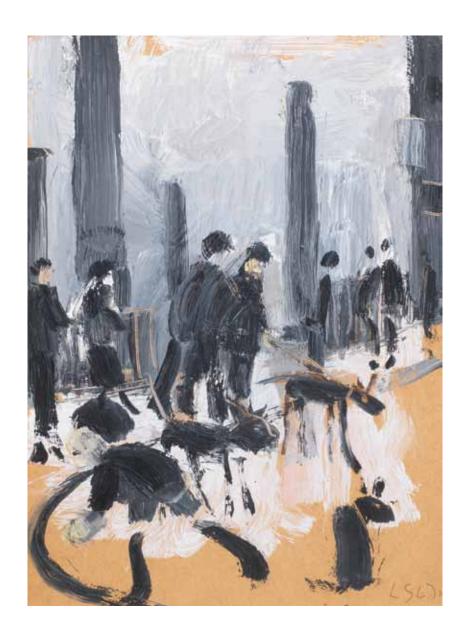
Street scene with a clocktower signed with initials and dated 'LSL 61' (lower left); signed with initials 'HR.'(lower right) pencil and crayon 28.4 x 21 cm. (11 1/4 x 8 1/4 in.)

£8,000 - 12,000 €9,400 - 14,000 US\$13,000 - 19,000

Provenance:

Acquired directly from Harold Riley *circa* 1970 by David Sexton O.B.E.
Thence by descent to the present owner Private Collection, U.K.

We are grateful to Harold Riley for his assistance in cataloguing this lot.



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

Street scene with figures signed with initials and dated 'LSL 71' (lower right) oil on board 32 x 23.9 cm. (12 5/8 x 9 3/8 in.)

£30,000 - 50,000 €35,000 - 59,000 US\$48,000 - 81,000

Provenance:

Acquired directly from Harold Riley circa 1970 by David Sexton O.B.E. Thence by descent to the present owner Private Collection, U.K.

We are grateful to Harold Riley for his assistance in cataloguing this lot.

HELEN BRADLEY (1900-1979)

The Band from the Tower Circus signed 'HELEN BRADLEY' and with fly insignia (lower right); further signed and inscribed 'The Band from the Tower Circus/went for a walk along the Promenade/Grandpa hurried us along so that/we were in time to see it pass. It/played all the rollicking circus/music which reminded George and/l of the clowns, the horses, and/the wild roaring lions. Grandpa/promised that we should all go/before we went back home to/Lees and the year was 1906./Helen Layfield Bradley' (on a label attached to the backboard)

oil on canvasboard 22.5 x 30.5 cm.(8 7/8 x 12 in.)

£20,000 - 30,000 €24,000 - 35,000 US\$32,000 - 48,000

Provenance:

With Unicorn Gallery, Wilmslow R. Stringfellow, Esq. His sale; Sotheby's, London, 11 November 1981, lot 299 Private Collection, U.K.



THE FOUR SEASONS BY HELEN BRADLEY

79AR

HELEN BRADLEY (1900-1979)

The Four Seasons each variously signed and inscribed oil on board 22.9 x 29.9 cm (9 x 11 3/4 in.) (each) (4)

£80,000 - 120,000 €94,000 - 140,000 US\$130,000 - 190,000

Provenance:

Private Collection, U.K.

Presented here at auction for the first time Helen Bradley's *Four Seasons*, greatly popularised by their adaption into printed edition, epitomise the enduring evocation of an idyllic Edwardian age for which Bradley is known and adored. Each of *Spring, Summer, Autumn* and *Winter* follow Bradley's well loved cast of familiar characters; The Aunts (Charlotte, Edith, Frances and Mary), Brother George, Grandpa and Grandma, Mr. Taylor (the Bank Manager) and of course Miss Carter (who wore pink), through seasonal narratives across Bradley's favoured North West locations.











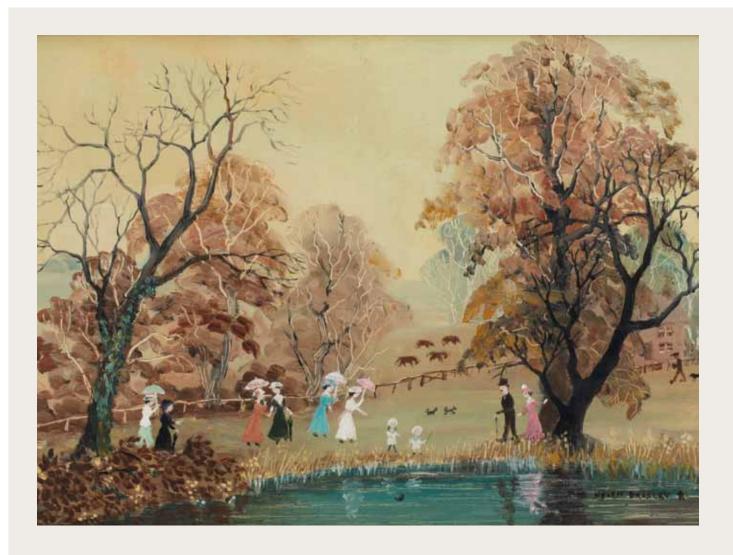
SPRING

the first signed 'HELEN/BRADLEY' and with fly insignia (lower left); further signed and inscribed 'Spring,/It was the first warm day of Spring,/so Grandma, the aunts, mother, George/and I, also Miss Carter (who wore pink)/and Mr Taylor (the Bank Manager) decided/to go for a walk to Alexandra Park./There we met a little May Queen/with her friends holding her train./Grandma said they looked so/nice and clean, she gave them/a penny each and so that George/and I shouldnt feel left out, we/had one also and the year was 1908./Helen Layfield Bradley' (on a label attached to the backboard);



SUMMER

the second signed 'HELEN BRADLEY' and with fly insignia (lower left); further signed and inscribed 'Summer at Blackpool/We had had a very happy day/in the country. Grandpa said that/it made a change from always going/down to the beach so we had a picnic/instead, and, listening to aunt/Mary sing softly, "Now the day is ended/Stars begin to peep, Birds and beasts and/flowers soon will be asleep" and/George and I were - fast asleep, resting/against Grandma who had an arm/ round each of us. We missed the/farmer calling his cows in and the/girl taking her goose for a walk, but/ it would soon be another happy day/ and the year was 1908./ Helen Layfield Bradley' (on a label attached to the backboard);



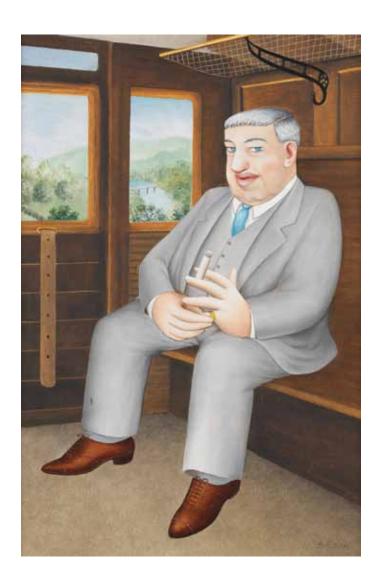
AUTUMN

the third signed 'HELEN BRADLEY' and with fly insignia (lower right); further signed and inscribed 'Autumn/Mother said that autumn was the/loveliest time of the year,/Everywhere was golden and lush/There were apples and Blackberries/to gather, ripe and delicious, many/ happy hours we spent on the farm at/st Michaels gathering sweet dolly/apples and big juicy ones for baking,/Then in the woods near Grandpa's we /gathered Blackberries. Today we/are looking to see if they will be/ready for picking the day before we/go home so that we can take them/ back to Lees with us and the year was/1908/ Helen Layfield Bradley' (on a label attached to the backboard);



WINTER

the fourth signed 'HELEN BRADLEY' and with fly insignia (lower left); further signed and inscribed 'On Christmas Morning Grandpa/said "who would like to walk to/Marton Mill. It was a lovely/morning with a Slight sprinkling/of snow. Mother, the aunts, George and/I were soon ready and we collected/miss Carter (who wore Pink) and Mr/Taylor (the Bank Manager) also all our/small gifts to give the miller,/Grandpa said we must say Thank/you for all the good wheat he has/ground for us through the year/which was 1908./Helen Layfield Bradley (on a label attached to the backboard)



80^{AR}

BERYL COOK (1926-2008)

Mr Norris Changes Trains signed 'B. Cook' (lower right); further signed, titled and dated 'Page 6/ MR NORRIS CHANGES TRAINS/B. Cook 1987' (verso) oil on panel 55.9×37.5 cm. (22 1/2 x 14 3/4 in.)

£7,000 - 10,000 €8,300 - 12,000 US\$11,000 - 16,000

Provenance:

With Hunter Simmonds Gallery, Dorset

Mr. Norris Changes Trains refers to Christopher Isherwood's 1933 poem by the same title. In this tale Mr. Norris is a man of contradictions; lavish but heavily in debt, excessively polite but sexually deviant. In 1993 a portfolio version of the poem was produced with illustrations by Beryl Cook.



81^{AR}

BERYL COOK (1926-2008)

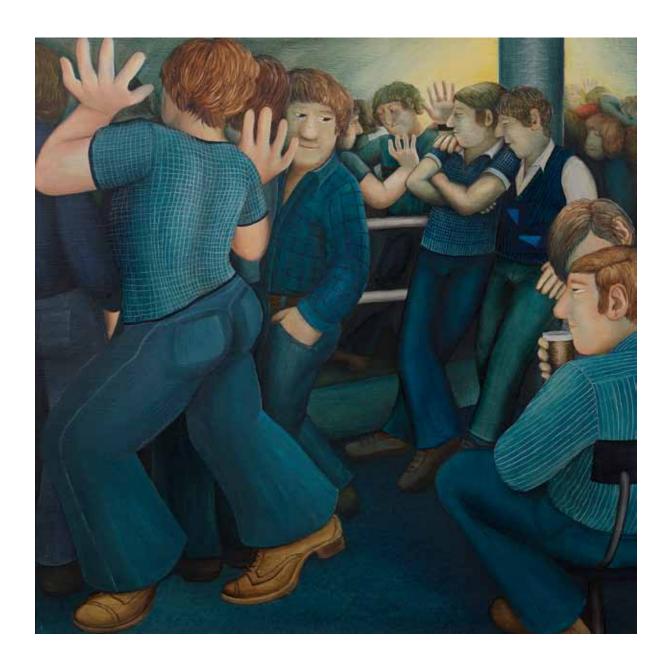
The Loved One signed 'B. Cook' (lower right); further signed, titled and dated 'THE LOVED ONE/Beryl Cook/1992' (verso) oil on panel 55.9 x 73.4 cm. (22 x 28 7/8 in.)

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 24,000

Provenance:

With Hunter Simmonds Gallery, Dorset

The present work depicts a scene from Evelyn Waugh's 1948 satirical novella The Loved One: An Anglo-American Tragedy. The tale is partly set in L.A. funeral parlour Whispering Glades, presided over by senior mortician Mr. Joyboy (whose trademark is the beaming smile he leaves on the faces of embalmed bodies) and Aimée Thanatogenos a cosmetician whose eyes are 'greenish and remote, with a rich glint of lunacy'. Beryl Cook was commissioned to produce a number of works to accompany Waugh's text, which was published in portfolio format in 1994.



BERYL COOK (1926-2008)

"Bangs" Disco signed 'B. Cook' (lower right), titled and dated '"BANGS" DISCO/JUNE 1977" (verso) oil on panel 61 x 61 cm. (24 x 24 in.)

£15,000 - 20,000 €18,000 - 24,000 US\$24,000 - 32,000

Provenance:

With Portal Gallery, London (as Disco)



BERYL COOK (1926-2008)

Intimate Apparel signed 'B. Cook' (lower right); further signed, titled and dated 'INTIMATE APPAREL/Beryl Cook/JUNE 1994' (verso) oil on panel 61.5 x 71.1 cm. (24 1/4 x 28 in.)

£20,000 - 30,000 €24,000 - 35,000 US\$32,000 - 48,000

Provenance:

With Portal Gallery, London



84ARW

IVON HITCHENS (1893-1979)

May Morning oil on canvas 40.6 x 91.4 cm. (16 x 36 in.) Painted circa 1972

£25,000 - 30,000 €29,000 - 35,000 US\$40,000 - 48,000

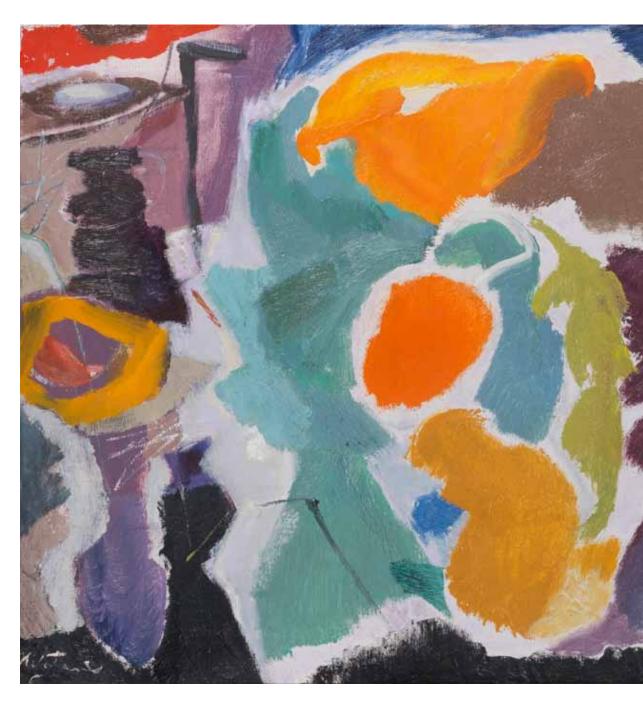
Provenance:

The artist's estate With Jonathan Clark & Co, London, 2002 where acquired by the present owner Private Collection, U.K.

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

In his later years, Hitchens spent the vast majority of his time at home in West Sussex continuing to focus on the landscape that had dominated his artistic output. His paintings of this period, as demonstrated in May Morning, display an assurance and vitality in their bold appearance with speed and energy of brushwork. The summation of decades of experimentation and practice, these canvases combine economy of gesture and simplification of form to showcase a true mastery of painting.





85AR W

IVON HITCHENS (1893-1979)

Arabesque of Flowers

signed 'Hitchens' (lower left); further signed, inscribed, titled and dated "arabesque of flowers 1957"/ by IVON HITCHENS/Greenleaves.

Petworth. Sussex' (on a label attached to the stretcher) oil on canvas

57.7 x 106.7 cm. (22 3/4 x 42 in.)

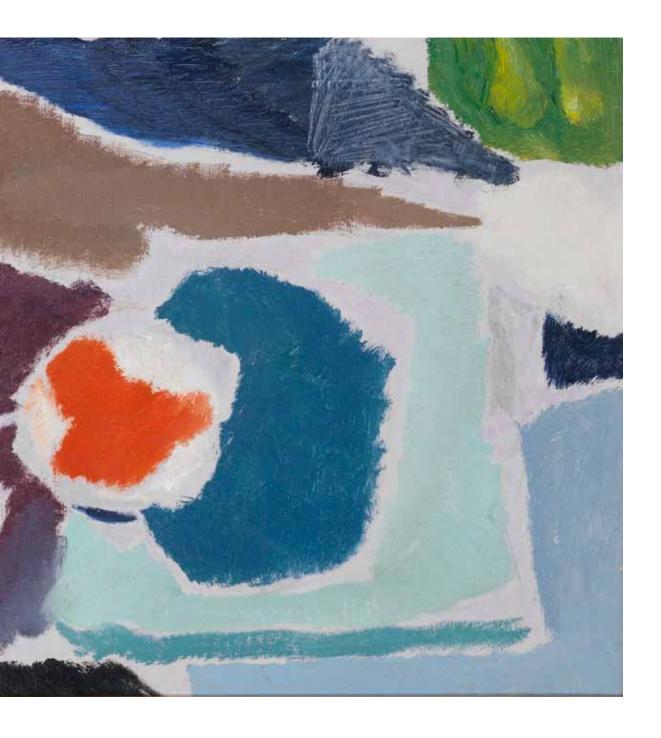
£50,000 - 70,000 €59,000 - 83,000 US\$81,000 - 110,000

Provenance:

Acquired directly from the artist by the present owner in the late 1970s

By the time the present work was painted, Ivon Hitchens' reputation as one of the leading British Artists of the 20th Century was secure. In 1956 he had been chosen to represent Britain at the Venice Biennale and was described by Patrick Heron as the most important English painter now living.

Floral subjects were always of great interest to Ivon Hitchens who had Exhibited works from this genre as far back as his first solo exhibition at The Mayor Gallery in 1925. Flowers, with their vibrancy of colour gave much scope for abstraction which became increasingly important to the artist as his style matured. Hitchens created his flower pictures in tandem with his landscapes and they can often be read in the same way; Arabesque of Flowers, which dates to 1957 being an excellent example. Indeed, it was Patrick Heron who commented that 'even his exquisite flower still lifes are somehow extended into the spatial dimensions of landscape'. (Patrick Heron in The New Statesman and Nation, 14 June 1952). Arabesque of Flowers is presented in trademark panoramic landscape format and combines rhythmic brushwork to create a truly expressive canvas.





86* AR W

WILLIAM TILLYER (BORN 1938)

Leaf Person, Landscape with Ruins signed and dated 'Tillyer 94' (on the backboard) acrylic on canvas laid on board in relief 91.4 x 76.1 cm. (36 x 30 in.)

£5,000 - 7,000 €5,900 - 8,300 US\$8,100 - 11,000

Provenance:

With Bernard Jacobson Gallery, London



87* AR W

WILLIAM TILLYER (BORN 1938)

Black Haven Variations signed 'Tillyer' (on the backboard) acrylic on canvas laid on board in relief 182.9 x 152.3 cm. (72 x 60 in.)
Executed in 1995

£8,000 - 12,000 €9,400 - 14,000 US\$13,000 - 19,000

88* AR W

SIR EDUARDO PAOLOZZI (1924-2005)

Vulcan (Study for Newcastle) signed, inscribed and dated '1998/Eduardo Paolozzi/A/C' (on the base) bronze with a black patina 71.1 cm. (28 in.) high (including base)

£15,000 - 20,000 €18,000 - 24,000 US\$24,000 - 32,000

Provenance:

The artist's estate With Flowers Gallery, London where acquired by the present owner Private Collection, Canada

The present lot is a maquette for a seven metre high bronze known as The Newcastle Vulcan (2000, collection of Peter Millican) which became a local landmark when installed in the city's Central Square from May 2000 until 2009. Vulcan, the Roman god of fire and smithery, and his Greek counterpart Hephaestus, was a recurrent subject for Paolozzi from the mid 1980s onwards as an icon of the archetypal sculptor. Further notable examples of this motif include the monumental welded steel Vulcan (1999, National Galleries of Scotland) and Artist as Hephaestus (1987).

Vulcan (Study for Newcastle) may also have been known as simply Study for Newcastle or Vulcan. It is most probably from an overall edition of six casts, three of which would be numbered and three of which would be artist's casts. It was common for Paolozzi to work in this fashion and to customise each cast with small variations, he regarded these as unique works. The present lot was cast by the Livingstone Foundry, Kent.

We are grateful to Professor Robin Spencer for his assistance in cataloguing this work.



SIR EDUARDO PAOLOZZI (1924-2005)

signed, inscribed and dated 'AC/Eduardo Paolozzi/1998' (on the back of the neck)

bronze with a brown patina 38.2 cm. (15 in.) high

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 24,000

Provenance:

The artist's estate

With Flowers Gallery, London where acquired by the present owner Private Collection, Canada

Immanuel Kant was an eighteenth century German philosopher whose theories still to this day inform contemporary thinking in the fields of metaphysics, epistemology, ethics, political philosophy and

We are grateful to Professor Robin Spencer for his assistance in cataloguing this work.



SIR EDUARDO PAOLOZZI (1924-2005)

Crash Head

signed and numbered 'E. PAOLOZZI.10.10' (on the front of the base) bronze with a polished gold patina and steel chain 39.4 cm. (15 1/2 in.) high (including the base) Conceived in 1970

£15,000 - 20,000 €18,000 - 24,000 US\$24,000 - 32,000

Provenance:

Sale; Christie's, London, 23 October 1996, lot 58 Private Collection, Canada

Exhibited:

London, Tate, Eduardo Paolozzi, 22 September-31 October 1971, not numbered (another cast col.ill)

Hannover, Kestner-Gesellschaft, Eduardo Paolozzi, 8 December 1974-19 January 1975, pl.28 (another cast col.ill)

Newcastle, Laing Art Gallery, Eduardo Paolozzi, organised by the Arts Council of Great Britain, 17 April-16 May 1976, cat.no.10, p.49 (another cast col.ill); this exhibition later travelled to Edinburgh, Scottish Arts Council Gallery, 29 May-27 June, Leigh, Turnpike Gallery, 3-24 July, Wolverhampton, Municipal Art Gallery, 31 July-29 August, Hull, Ferens Art Gallery, 4 September-3 October, Southampton, Art Gallery, 9 October-14 November, Cardiff, Chapter Arts Centre, 4-22 January 1977 and Kendal, Abbot Hall Art Gallery, 29 January-26 February 1977, pl.3 (another cast col.ill)

London, The Scottish Gallery, Eduardo Paolozzi, Mythologies; A Retrospective Survey 1946-1990, 2-26 May 1990, cat.no.3, p.8 (another cast ill.b&w)

Literature:

Winfried Konnertz, Eduardo Paolozzi, DuMont, Cologne, 1984, p.183, cat.no.341 (another cast ill.b&w)

Fiona Pearson, Paolozzi, National Galleries of Scotland, Edinburgh, 1999, p.51, cat.no.57 (another cast col.ill)

We are grateful to Professor Robin Spencer for his assistance in cataloguing this work.



KENNETH ARMITAGE (1916-2002)

Two Seated Figures signed with initials, numbered and dated 'KA '5.7/91 5/6' (at the base, verso) bronze with a black patina 31.1 cm. (12 1/2 in.) long Conceived in plaster in 1957 and cast in bronze in 1991

£12,000 - 16,000 €14,000 - 19,000 US\$19,000 - 26,000

Provenance:

Sale; Bonhams, London, 24 June 2003, lot 125

London, Jonathan Clark Fine Art, Kenneth Armitage; Sculptures, Maquettes, Drawings, 15 April-9 May 2005, cat.no.13 (col.ill plaster



LYNN CHADWICK (1914-2003)

Maquette VI Walking Couple stamped with initial and numbered '734/C76 8/8' (on the base of the male figures jacket) bronze with a black patina

30.3 cm. (12 in.) high Conceived in 1976

£25,000 - 35,000 €29,000 - 41,000 US\$40,000 - 56,000

Provenance:

The artist

Thence by family descent

Exhibited:

Brussels, Galerie Farber, Lynn Chadwick and Victor Pasmore, November-December 1976 (another cast)

Literature:

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Aldershot, 2006, p.312, cat.no.734 (another cast)



CRAIGIE AITCHISON (1926-2009)

Dog in Blue Horizon oil on canvas 30.5 x 25.4 cm. (12 x 10 in.) Painted 1987-88

£15,000 - 20,000 €18,000 - 24,000 US\$24,000 - 32,000

Provenance:

Purchased directly from the artist by the son of the present owner in the late 1980s

Aitchison's Bedlington terrier paintings often depicted his own pets; Sugarbush, Wayney and Dusty. They were initially painted as purely private coping mechanisms for his bereavement as each dog passed. However the motif proved so popular that it became one of the central themes within his work from the 1980s and early 90s. For Aitchison the dogs symbolised a combination of lamb-like innocence and of the melancholy associated with loss.



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FRANK AUERBACH (BORN 1931)

Head of Julia III acrylic on board 30 x 30 cm. (11 3/4 x 11 3/4 in.) Painted in 1999 Sold for £149,278 **CONTACT** +44 (0) 20 7468 8366 penny.day@bonhams.com **ENTRIES NOW INVITED**

CLOSING DATE FOR ENTRIES 18 April 2014



Bonhams

LONDON

MODERN BRITISH AND IRISH ART

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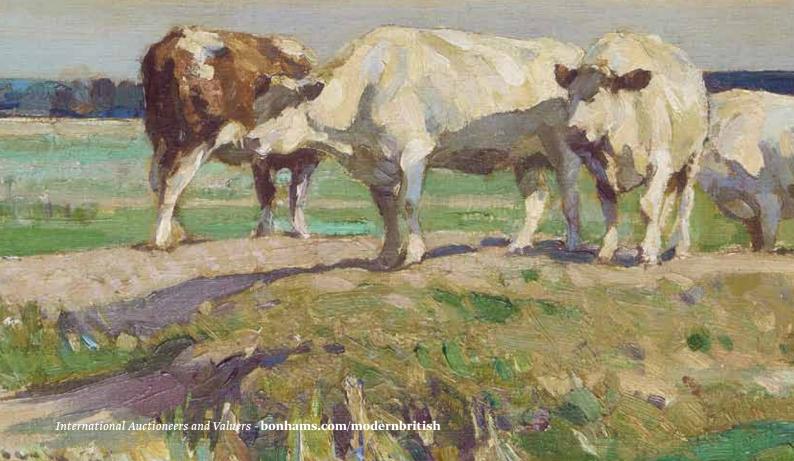


Modern British, Irish and East Anglian Art

Tuesday 19 November 2013 at 1pm Knightsbridge, London +44 (0) 1284 716 195 daniel.wright@bonhams.com

+44 (0) 20 7393 3949 emma.corke@bonhams.com

Sir John Alfred Arnesby Brown (British, 1866-1955)
Cattle resting signed 'Arnesby Brown' (lower left), oil on canvas 40.5 x 50.5cm £10,000 - 15,000



Bonhams Scottish Art Thursday 5 December 2013 Edinburgh +0131 240 2292 colleen.bowen@bonhams.com Anne Redpath, OBE RSA ARA LLD ARWS ROI RBA (British, 1895-1965) The Old Harbour, Bastia £25,000 - 35,000 anne Redrott International Auctioneers and Valuers - bonhams.com/scottishart

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone (only available on lots with a low estimate greater than £400)

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

On the Lot being knocked down to the Buver, 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 Buver's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been

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

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

25% up to £50,000 of the *Hammer Price*20% from £50,001 to £1,000,000 of the *Hammer Price*12% from £1,000,001 of the *Hammer Price*

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

The following symbols 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 Buver'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*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY

Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009

Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

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

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on: Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805 Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or

any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a qunmaker 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 '52' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non–Burmese origin require certification before import into the US and it is the Buyer's responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the Buyer to successfully import goods into the US does not constitute grounds for non payment or cancellation of Sale. Bonhams will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue **Terms**

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the Lot Description.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

21. PICTURES

Explanation of Catalogue **Terms**

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINF

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; oenerally 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 and VAT is payable by the purchaser, at the standard rate, on the Hammer Price, unless the wines are to remain under Bond. Buyers requiring their wine to remain in Bond must notify Bonhams at the time of the Sale. The Buyer is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such Lots must be transferred or collected within two weeks of the Sale.

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.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- 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.
- •, †, *, 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, W15 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose. 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

FAILURE TO PAY FOR THE LOT

8

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense:
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract* for *Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or athorwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

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

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

STORING THE LOT

5

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams. com or requested by post from Customer Services Department, 101 New Bond Street, London W15 15R, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

- "Bidder" a person who has completed a *Bidding Form*.
 "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale
- "Business" includes any trade, Business and profession.
 "Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".
- "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.
- "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.
- "Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your". "Specialist Examination" a visual examination of a Lot by a
- specialist on the *Lot*.

 "Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.
- "Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- **"Storage Contractor"** means the company identified as such in the *Catalogue*.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com
 "Withdrawal Notice" the Seller's written notice to Bonhams
 revoking Bonhams' instructions to sell a Lot.
- "Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.
- "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.
- "interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.
- "lien": a right for the person who has possession of the *Lot* to retain possession of it.
- "risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - 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."

Bonhams Specialist Departments

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Whisky

Williany
UK
Martin Green
+44 1292 520000
U.S.A
Joseph Hyman
+1 917 206 1661
HONG KONG
Daniel Lam
+852 3607 0004

Wine

UK Richard Harvey +44 (0) 20 7468 5811 U.S.A Doug Davidson +1 415 503 3363 HONG KONG Daniel Lam +852 3607 0004

UNITED KINGDOM

London

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

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

South East **England**

Brighton & Hove 19 Palmeira Square Hove, East Sussex BN3 2IN +44 1273 220 000 +44 1273 220 335 fax

Guildford

Millmead Guildford, Surrey GU2 4BE +44 1483 504 030 +44 1483 450 205 fax

Isle of Wight +44 1983 282 228

Representative: Kent George Dawes +44 1483 504 030

West Sussex Jeff Burfield +44 1243 787 548

South West England

Queen Square House Charlotte Street Bath BA1 2LL +44 1225 788 988 +44 1225 446 675 fax

Cornwall - Truro 36 Lemon Street Truro Cornwall TR1 2NR +44 1872 250 170 +44 1872 250 179 fax

Exeter

The Lodge Southernhay West Exeter, Devon +44 1392 425 264 +44 1392 494 561 fax

Winchester

The Red House Hyde Street Winchester Hants SO23 7DX +44 1962 862 515 +44 1962 865 166 fax

Tetbury

22a Long Street Tetbury Gloucestershire GL8 8AQ +44 1666 502 200 +44 1666 505 107 fax Representatives: Dorset +44 1935 815 271

East Anglia

Bury St. Edmunds 21 Churchgate Street Bury St Edmunds Suffolk IP33 1RG +44 1284 716 190 +44 1284 755 844 fax

Norfolk The Market Place Reepham Norfolk NR10 4JJ +44 1603 871 443 +44 1603 872 973 fax

Midlands

Knowle

The Old House Station Road Knowle, Solihull West Midlands B93 0HT +44 1564 776 151 +44 1564 778 069 fax

Oxford •

Banbury Road Shipton on Cherwell Kidlington OX5 1JH +44 1865 853 640 +44 1865 372 722 fax

Yorkshire & North East **England**

Leeds

30 Park Square West Leeds LS1 2PF +44 113 234 5755 +44 113 244 3910 fax

North West England

Chester

New House 150 Christleton Road Chester, Cheshire CH3 5TD +44 1244 313 936 +44 1244 340 028 fax

Carlisle

48 Cecil Street Carlisle, Cumbria CA1 1NT +44 1228 542 422 +44 1228 590 106 fax

Manchester

The Stables 213 Ashley Road Hale WA15 9TB +44 161 927 3822 +44 161 927 3824 fax

Channel Islands

Jersey 39 Don Street St Helier JF2 4TR

+44 1534 722 441 +44 1534 759 354 fax

Representative: Guernsey +44 1481 722 448

Scotland

Edinburgh • 22 Queen Street Edinburgh +44 131 225 2266

Glasgow 176 St. Vincent Street, Glasgow G2 5SG +44 141 223 8866 +44 141 223 8868 fax

+44 131 220 2547 fax

Representatives: Wine & Spirits

Tom Gilbey +44 1382 330 256

Wales

Cardiff

7-8 Park Place. Cardiff CF10 3DP +44 2920 727 980 +44 2920 727 989 fax

EUROPE

Austria - Vienna Garnisongasse 4

1090 Vienna +43 (0)1 403 00 01 vienna@bonhams.com

Belgium - Brussels Boulevard

Saint-Michel 101 1040 Brussels +32 (0)2 736 5076 +32 (0)2 732 5501 fax belgium@bonhams.com

France - Paris

4 rue de la Paix 75002 Paris +33 (0)1 42 61 1010 +33 (0)1 42 61 1015 fax paris@bonhams.com

Germany - Cologne

Albertusstrasse 26 50667 Cologne +49 (0)221 2779 9650 +49 (0)221 2779 9652 fax cologne@bonhams.com

Germany - Munich

Maximilianstrasse 52 80538 Munich +49 (0) 89 2420 5812 +49 (0) 89 2420 7523 fax munich@bonhams.com

Ireland - Dublin

31 Molesworth Street Dublin 2 +353 (0)1 602 0990 +353 (0)1 4004 140 fax ireland@bonhams.com

Italy - Milan Via Boccaccio 22 20123 Milano +39 (0)2 4953 9020 +39 (0)2 4953 9021 fax milan@bonhams.com

Italy - Rome Via Sicilia 50

00187 Rome +39 (0)6 48 5900 +39 (0)6 482 0479 fax rome@bonhams.com

Netherlands - Amsterdam

De Lairessestraat 154 1075 HL Amsterdam +31 20 67 09 701 +31 20 67 09 702 fax amsterdam@bonhams.com

Spain - Madrid

Nuñez de Balboa no.4 - 1A Madrid 28001 +34 91 578 17 27 madrid@bonhams.com

Switzerland - Geneva

Rue Etienne-Dumont 10 1204 Geneva Switzerland +41 76 379 9230 geneva@bonhams.com

Representatives:

Denmark
Henning Thomsen
+45 2141 3420 denmark@bonhams.com

Greece

Art Expertise +30 210 3636 404

Spain - Marbella James Roberts

+34 952 90 62 50 marbella@bonhams.com

Portugal

Filipa Rebelo de Andrade +351 91 921 4778 portugal@bonhams.com

Russia - Moscow

Anastasia Vinokurova +7 964 562 3845 russia@bonhams.com

Russia - St Petersburg

Marina Jacobson +7 921 555 2302 russia@bonhams.com

NORTH AMERICA

USA

San Francisco •

220 San Bruno Avenue San Francisco CA 94103 +1 (415) 861 7500 +1 (415) 861 8951 fax

Los Angeles •

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

+1 (323) 850 6090 fax

New York •

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

+1 (212) 644 9007 fax

Representatives:

Arizona Terri Adrian-Hardy +1 (480) 994 5362

California **Central Valley** David Daniel +1 (916) 364 1645

District of Columbia/ Mid-Atlantic

Martin Gammon +1 (202) 333 1696

Southern California

Christine Eisenberg +1 (949) 646 6560

Florida

+1 (305) 228 6600

Georgia

Mary Moore Bethea +1 (404) 842 1500

Illinois

Ricki Blumberg Harris +1 (312) 475 3922 +1 (773) 267 3300

Massachusetts Boston/New England

Amy Corcoran +1 (617) 742 0909

Nevada

David Daniel +1 (775) 831 0330

New Mexico

Leslie Trilling +1 (505) 820 0701

Oregon Sheryl Acheson

+1(503) 312 6023 Texas

Amy Lawch +1 (713) 621 5988

Washington Heather O'Mahony +1 (206) 218 5011

CANADA

Toronto, Ontario •

Jack Kerr-Wilson 20 Hazelton Avenue Toronto, ONT M5R 2F2 +1 (416) 462 9004 info.ca@bonhams.com

Montreal, Quebec

David Kelsey +1 (514) 341 9238 info.ca@bonhams.com

SOUTH AMERICA

Argentina

Daniel Claramunt +54 11 479 37600

Brazil

Thomaz Oscar Saavedra +55 11 3031 4444 +55 11 3031 4444 fax

ASIA

Hong Kong

Carson Chan Suite 1122 Two Pacific Place 88 Queensway Admiralty Hong Kong +852 2918 4321 +852 2918 4320 fax hongkong@bonhams.com

Beijing

Hongyu Yu Suite 511 Chang An Club 10 East Chang An Avenue Beijing 100006 +86(0) 10 6528 0922 beijing@bonhams.com

Japan

Akiko Tsuchida Level 14 Hibiya Central Building 1-2-9 Nishi-Shimbashi Minato-ku Tokyo 105-0003 +81 (0) 3 5532 8636 +81 (0) 3 5532 8637 fax akiko@bonhams.com

Summer Fang 37th Floor, Taipei 101 Tower Nor 7 Xinyi Road, Section 5 Taipei, 100 +886 2 8758 2898 +886 2 8757 2897 fax summer.fang@bonhams.com

AUSTRALIA

Sydney

76 Paddington Street Paddington NSW 2021 Australia +61 (0) 2 8412 2222 +61 (0) 2 9475 4110 fax info aus@honhams.com

Melbourne

Como House Cnr Williams Road & Lechlade Avenue South Yarra VIC 3141

AFRICA

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

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