

**MODERN BRITISH
AND IRISH ART**

Wednesday 23 November 2016

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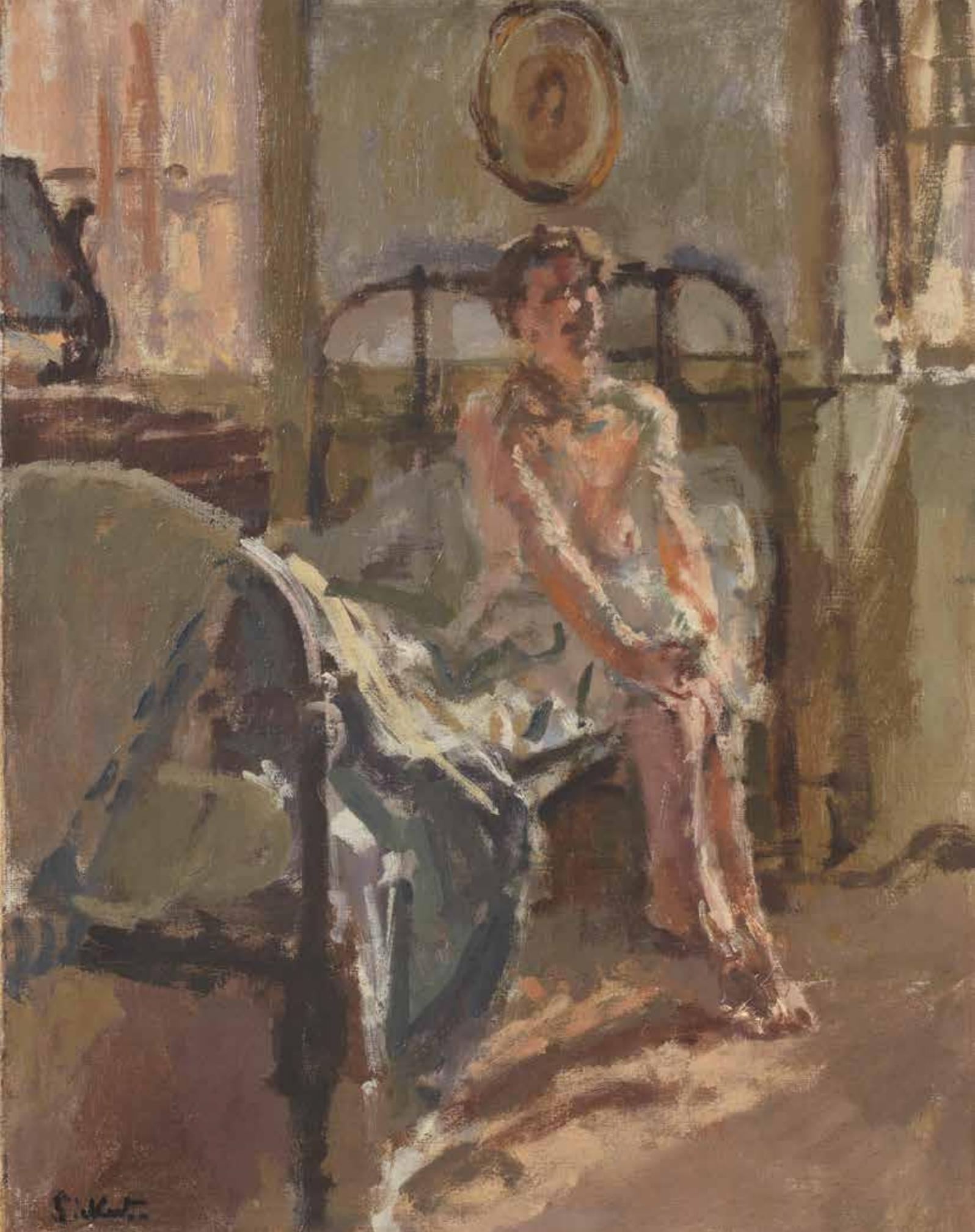
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MODERN BRITISH AND IRISH ART

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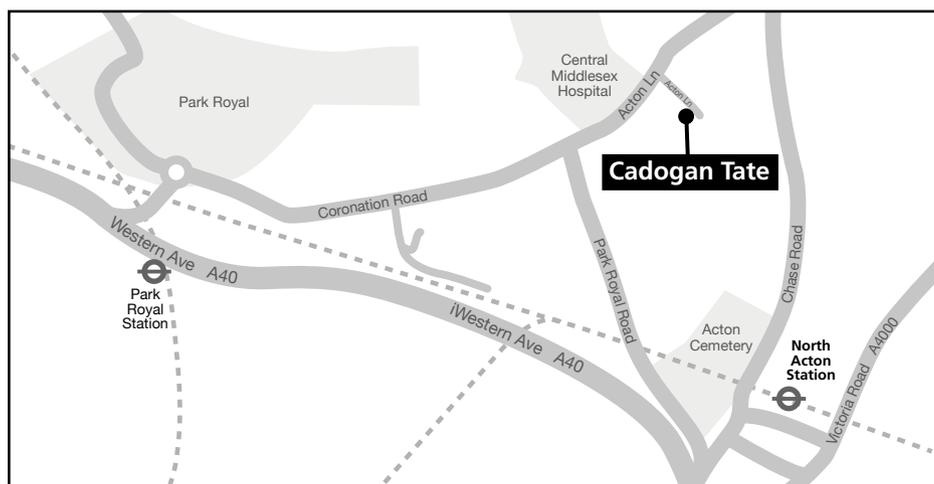
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1 AR

PATRICK HERON (1920-1999)

Intricate Scarlet in Ceruleum: Nov 71

signed and titled 'PATRICK HERON/INTRICATE SCARLET/IN
CERULEUM: NOV 71' (on the backboard)

gouache

17.8 x 24.1 cm. (7 x 9 1/2 in.)

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,800

Provenance

With Hester Van Royen Gallery, London, 1978, where acquired by
Hillel Bender Esq.



2 AR

PATRICK HERON (1920-1999)

Sharp Shapes - Greens and Purples

signed, titled and dated 'PATRICK HERON/SHARP SHAPES - GREENS/AND PURPLES/SEPTEMBER 1966' (on a label attached to the backboard)

gouache

55.9 x 76.2 cm. (22 x 30 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

With The Waddington Gallery, London, *circa* 1970s, where purchased by Mr & Mrs Stanley Burton and thence by descent Private Collection, U.K.



Denis Mitchell in his Studio, image courtesy of the Artist's Estate

“Ever since I can remember I longed to be an artist”

Denis Mitchell

With a burning desire to pursue his ambition, Denis Mitchell arrived in Cornwall in the mid-1930s and was smitten by the romance of the artists' colony of St Ives. Here, along with his future wife Jane Stevens, he met some of the most promising artists and craftsmen of the day including the likes of Alfred Wallis of whom he recalled – ‘I saw this little bent old fisherman sitting outside his house with a lot of paintings on cardboard arranged on orange boxes and a large model yacht’ (John Halkes, *Denis Mitchell, Sculptor*, Penwith Galleries, St Ives, 1992, p.7). Through serving in the Home Guard during the early years of the war, he met and became great friends with the potter Bernard Leach who in turn introduced him to Barbara Hepworth, to whom he would become principal studio assistant in 1949.

Ten exciting years in the studio with Hepworth followed and, during the informative 1950s and some of her most successful works, he learned a great deal about aesthetics and the need for purity of form. With her meticulous technique, Mitchell learnt how to hone his concentration and work until being absolutely satisfied with the final shape. Speaking on the experience, he noted ‘from this I learned that even on a very large carving less than a hair's breadth rubbed off with emery paper could alter the whole sculpture. I acquired the ability to work and concentrate on my own sculpture for eight hours a day, which is a rare capacity’ (Denis Mitchell, Glynn Vivian Art Gallery & Museum exhibi-

tion catalogue, 1979, p.3). The experience of working with Hepworth opened doors to her circle and other first generation St Ives artists who were often generous with their time and advice. Ben Nicholson paid for his trip to London in 1953 to see the exhibition of Mexican art at the Tate and Patrick Heron gave him a place to stay and took him to Henry Moore at Much Hadham.

By the time *Talland* (lot 3) had been sculpted in 1966, Mitchell had struck out on his own and was working predominantly in bronze. Initially, due to reasons of economy, he was forced to use a sand casting foundry in St Just which meant only simple shapes could be conceived. However, this method encouraged a great discipline and as the casts came out very rough, he was required to use his skill as carver to achieve the final purity of line and finish. Mitchell continued to use this method to achieve the precision and simple organic beauty that we associate with his work today. The titles of Mitchell's works often refer to specific locations in Cornwall and those in this sale are no exception. *Talland* (lot 3) and *Bareppa* (lot 6) are both hamlets on the south coast of the county with *Cury* (lot 5) and *Poltesco* (4) located on the Lizard peninsula.

3 AR

DENIS MITCHELL (1912-1993)

Talland

stamped with initials, numbered and dated ‘DAM 66 03’ (at the base of the bronze); further signed with initials, titled, numbered and dated again ‘TALLAND 66 DAM 0/3’ (under the base)
part polished bronze with a green/gold patina on a slate base
55.5 cm. (21 7/8 in.) high (excluding the slate base)

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Acquired directly from the Artist by the present owner, circa 1990
Private Collection, U.K.

Exhibited

Bristol, Arnolfini Gallery, *Denis Mitchell*, 25 March-26 April 1967, cat. no.12 (another cast)
St. Ives, Penwith Galleries, *Denis Mitchell, Sculptor*, 30 June-1 August 1992, cat.no.69 (another cast)





4 AR

DENIS MITCHELL (1912-1993)

Poltesco

stamped with initials, numbered and dated 'DAM 84 2' (at the base of the bronze); further signed with initials, titled and dated again 'POLTESCO DAM 84' (under the base)

part polished bronze with a green patina on a slate base
44.7 cm. (17 5/8 in.) high (excluding the slate base)

£8,000 - 12,000

€8,900 - 13,000

US\$9,800 - 15,000

Provenance

Acquired directly from the Artist by the present owner, circa 1990
Private Collection, U.K.

Exhibited

Newlyn, Newlyn Art Gallery, *Denis Mitchell, Sculpture & Drawings*, 1-27
November 1985, cat.no.28 (another cast)

5 AR

DENIS MITCHELL (1912-1993)

Cury

stamped with initials, numbered and dated 'DAM 88 1' (at the base of the bronze); further signed with initials, titled, numbered and dated again 'CURY/1988 DAM 1/7' (under the base)
part polished bronze with a green patina on a slate base
48.3 cm. (19 in.) high (excluding the slate base)

£8,000 - 12,000

€8,900 - 13,000

US\$9,800 - 15,000

Provenance

Acquired directly from the Artist by the present owner, *circa* 1990
Private Collection, U.K.

Exhibited

London, Gillian Jason Gallery, *Denis Mitchell*, 11 July-10 August 1990,
cat.no.35 (another cast)

Dublin, Bridge Gallery, *Denis Mitchell and Friends*, January 1997, cat.
no.8 (another cast)

St Ives, Penwith Galleries, *Denis Mitchell, Sculptor*, 30 June-1 August
1992, cat.no.101 (another cast)





6 AR

DENIS MITCHELL (1912-1993)

Bareppa

signed with initials, titled and dated 'BAREPPA/1989/DAM'
(under the base)

slate on a slate base

42.5 cm. (16 3/4 in.) high (including the base)

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,800

Provenance

Acquired directly from the Artist by the present owner, *circa* 1990
Private Collection, U.K.



7 AR

PAUL MOUNT (1922-2009)

La Vie en Rose

signed and numbered 'Paul Mount/1/7' (underneath); further signed 'Paul Mount' (on the slate base)

bronze with a dark brown patina on a slate base

38.7 cm. (15 1/4 in.) long (excluding the base)

£7,000 - 10,000

€7,800 - 11,000

US\$8,600 - 12,000

Provenance

Acquired directly from the Artist by the present owner, circa 1990
Private Collection, U.K.

8 AR

DAME BARBARA HEPWORTH (1903-1975)

Reclining Solitary Form (Amulet)

numbered '7/10' (underneath the bronze); further numbered '7/10' (on the wooden base)

polished bronze on a wooden base

8.5 cm. (3 3/8 in.) wide (excluding the wooden base)

Conceived in 1961

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

The Artist

Private Collection

Exhibited

London, Whitechapel Gallery, *Barbara Hepworth*, 1962, cat.no.66 (another cast)

London, The Tate Gallery, *Barbara Hepworth*, 3 April-19 May 1968, cat.no.117 (this cast, where lent by the Artist)

Literature

Alan Bowness, *The Complete Sculpture of Barbara Hepworth 1960-69*, Lund Humphries, London, 1971, cat.no.307, pl.48 (ill.b&w, another cast)

On Barbara Hepworth's death in 1975 the obituary published in The Guardian concluded that she was 'probably the most significant woman artist in the history of art to this day'. Few, if any, of her peers would dispute this verdict on an artist who was a founder of the modern movement and a pioneer of abstract art.

The 1960s was an extremely productive period for Hepworth, making 227 works in that one decade compared to 273 in the preceding thirty-five years from 1925-1960. It was a time of great liberation for her, at last she had gained the international recognition she longed for and had enough space, time and money to be able to really work on just what she wished to.

But this new sense of release was soon to be marred with sadness. Having already lost her architect friend Tim Bennett and son Paul Skeaping to aeroplane accidents, tragedy struck again. The United Nations Secretary-General Dag Hammarskjöld was an ardent supporter of Hepworth and had become a close friend, even owning two of her sculptures. In 1961, the year the present work was conceived, they were deep in discussion with plans for a monumental work for the United Nations building in New York when he was unexpectedly killed in yet another air crash. "It was as if a light had gone out" she told Bernard Leach' (Sally Festing, *Barbara Hepworth, A Life of Forms*, Penguin, London, 1995, p.254). Dag's successor, U Thant, thankfully continued the project and *Single Form Memorial* (1961-2) stands today in United Nations Plaza as her largest work and most significant public commission.

Throughout 1961, Hepworth made a number of single form pieces with friendship, grief and Dag in mind. These small, pierced works recall the quiet tenderness and beauty of her 1930s Mother and Child carvings. The present gem-like bronze is likely one such example given the title, an amulet being an object that protects its owner from danger or harm.



‘Venice [1958 Biennale] and its aftermath placed William Scott on the international art stage as an admired and solidly established contemporary artist’

Norbert Lynton

g AR

WILLIAM SCOTT R.A. (1913-1989)

Grey, White and Black

oil on canvas

86 x 111.5 cm. (33 7/8 x 40 in.)

Painted in 1962

£120,000 - 180,000

€130,000 - 200,000

US\$150,000 - 220,000

Provenance

With Hanover Gallery, London, 10 April 1963, where acquired by Professor Charles Chadwick and Nora O'Brien, thence by descent Private Collection, U.K.

Exhibited

London, Hanover Gallery, *Seven British Painters*, 5-29 September 1962, cat.no.18 (ill.b&w)

Aberdeen, Art Gallery and Museum, 1977 (as *Grey, Black and White*)

Literature

Mervyn Levy, 'William Scott's Circle and Square', *Studio*, vol.146, no.832, August 1964, pp.46-48

Keith Sutton, 'William Scott', *Cimaise, Art et Architecture Actuels*, January-February 1963, p.104

Sarah Whitfield (ed.), *William Scott, Catalogue Raisonné of Oil Paintings, 1913-1951* Volume 3, Thames & Hudson, London, 2013, p.118, cat.no.499 (col.ill.)



Fig. 1. William Scott with *Grey, White and Black*, 1960s, © Crispin Eurich Photographic Archive





Fig. 2. William Scott, *Altnagelvin Mural*, 1959/61 at the Ulster Museum, October 2014 © William Scott Foundation 2016 supporting the Alzheimer's Society

'The iron-dark greys of Greenock [Scotland], the softer greys of Fermanagh [Northern Ireland], and the pale scuffed whites of the small Northern Irish houses are colours that recur frequently in Scott's painting, a reminder of the tenacious grip landscape can have on a painter's memory.' (Sarah Whitfield, *William Scott*, Tate Publishing, London, 2013, p.8)

Whilst there is no reference to landscape in Scott's title for the present work, unlike others he painted shortly before and during this time (his 'Egyptian' and 'Mykonos' landscapes for example), the palette of *Grey, White and Black* would suggest the work was, in part, inspired by Scott's childhood environment in both Scotland and Northern Ireland as described by Sarah Whitfield above. The painting was completed not long after Scott finished his monumental *Altnagelvin Mural* (1959-1961) for Altnagelvin Hospital, Londonderry (see fig.2). Commissioned by the architectural firm Yorke Rosenberg and Mardall the project occupied much of Scott's time at the end of the 1950s and beginning of the new decade. Significantly, it coincided with Mark Rothko's visit to the U.K., during which he stayed with Scott and discussed mural painting. The extensive studies Scott made for the mural show how ancient Celtic art and the elemental forces at play in the landscape informed his imagery. Alongside this, *The New American Painting* exhibition opened at Tate in February 1959, showcasing the latest work of the Abstract Expressionists, and it is their gestural brushwork and forms which were incorporated into the mural and subsequent canvases made in the early 1960s. The background field of pale grey in the present work, for instance, has been applied with broad, energetic sweeps of Scott's brush, swirling in opposing directions and peaking at various intervals in thick clumps of impasto. Whilst different in colour, the motifs in *Grey, White & Black* echo those in the vast hospital painting. The irregularly shaped circles, positioned in loose rows and columns also appear in a similar 1961 painting titled *Nearing Circles* which was sold to Edinburgh Weavers in Carlisle who used the design for a textile, now in the Victoria and Albert Museum. In 1963

a third version was painted by Scott which shifted the order of the colours in its title. *Black, Grey and White* is a larger canvas (the same size as *Nearing Circles*, 63 x 68 inches) and the imperfect white circles are contained within frameworks of varying densities of black. Sarah Whitfield notes:

'Making two different versions [or indeed three in this case] of the same painting was a habit that served several purposes. On a practical level, if Scott thought a painting was particularly successful, a second version allowed him to exhibit it in both New York with Jackson and in London with Brausen [Hanover Gallery]. On a painterly level, it allowed him to play around with light and dark versions, experimenting with the way density and balance can be altered through colour.' (Op.Cit. p.59)

Grey, White & Black (1962) is appearing at auction for the very first time. Sarah Whitfield comments on this work in the catalogue raisonné of oil paintings:

'It was painted in time to be shown at the Hanover Gallery in September 1962. It may have been finished by the time Scott's friend Mervyn Levy saw it in the painter's studio sometime before August that year. The August issue of the *Studio* carried an article on Scott by Levy and featured several photographs of the artist in his studio (Fig.1). Three of these show the present work on the easel. As Levy noticed, "in spite of the appearance of spontaneity Scott works on his paintings a long time and invariably keeps a number of works in process of evolution simultaneously". (Sarah Whitfield, *William Scott Catalogue Raisonné of Oil Paintings*, Thames & Hudson, London, 2013, p.118).



10* AR

PETER LANYON (1918-1964)

Bodmin Moor

signed 'Peter/Lanyon' (lower right); titled 'BODMIN MOOR' (on a label attached to the backboard)

oil on board

42.2 x 12.8 cm. (16 5/8 x 5 in.) (irregular)

Painted in 1952 or 1953

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

With Gimpel Fils Gallery, London, July 1953, where acquired by Mrs. H.A. Dyde, St. Edmonton, thence by descent to the present owner Private Collection, Canada

Exhibited

London, Hanover Gallery, *Space in Colour*, 7 July-7 August 1953 (as *Vertical Landscape*)

Dating to a pivotal two year period for Lanyon, *Bodmin Moor* is thought to sit alongside a number of works relating to one of the Artist's masterpieces *St Just* (1953). First publicly shown in the influential exhibition assembled by Patrick Heron entitled *Space in Colour* at the Hanover Gallery, 1953 and sold then to a Canadian collection where it has rested hitherto unrecorded. Its re-emergence is an exciting addition to Lanyon's canon. The 1953 Hanover Gallery exhibition was also the first occasion that the monumental painting *St Just* was shown. With a heavily worked and wrought surface, far from the delicate, weathered Nicholson-esque works of the late forties, Lanyon firmly solidified an independent practice which he had announced with the large-scale *Porthleven* of two years earlier.

We are grateful to Martin Lanyon and Toby Treves for their assistance in cataloguing the present lot.







11

11 AR

JOHN WELLS (1907-2000)

Composition

signed, inscribed and dated 'John Wells/1961-62/
ANCHOR STREET/TREWARVENETH STREET/
NEWLYN./W. CORNWALL.' (verso)

oil on board

60.8 x 53.3 cm. (24 x 21 in.)

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,800

Provenance

With The Waddington Galleries, London

Sale; Phillips, London, 4 June 1991, lot 102

With The Wills Lane Gallery, St Ives, 1991, where

acquired by the present owner

Private Collection, U.K.



12

12

ALFRED WALLIS (1855-1942)

Boats in a harbour

signed 'A WALLIS' (upper right)

pencil and oil on paper

26.7 x 33 cm. (10 1/2 x 13 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

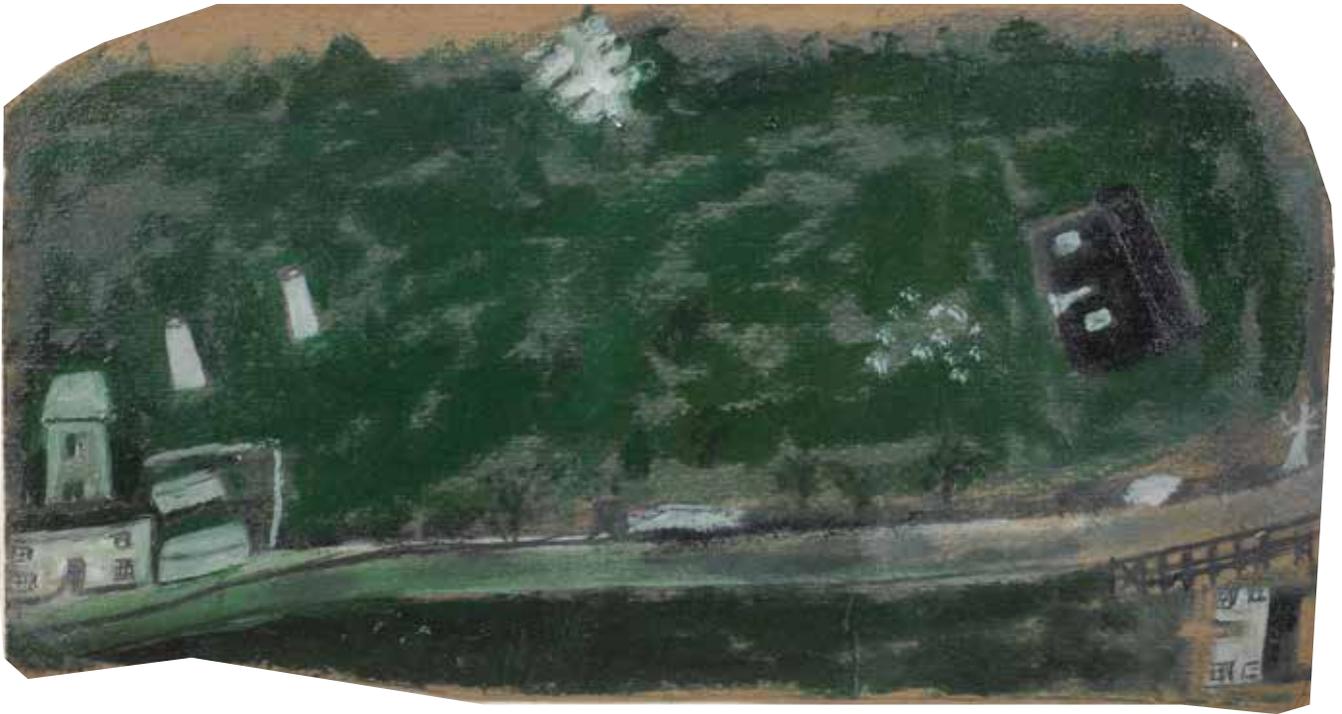
Acquired directly from the Artist by Mr. & Mrs.

Lowenstein in the early 1940s, thence by family

descent to the present owner

Private Collection, U.K.

Mr. & Mrs. Lowenstein were close friends of Naum Gabo and his wife Miriam. It was on their invitation that the Lowenstein's visited St. Ives, probably in the spring of 1942, and were introduced to the town's artistic community including Ben Nicholson and Barbara Hepworth. They visited Wallis at home and, both impressed with his pictures and as a token of patronage, acquired several works for 2 shillings and 6 pence.



13

ALFRED WALLIS (1855-1942)

Land

oil on board

20.3 x 36.8 cm. (8 x 14 1/2 in.) irregular

£8,000 - 12,000

€8,900 - 13,000

US\$9,800 - 15,000

Provenance

Sale; Christie's, London, 5 March 1976, lot 128

Private Collection, U.K.



14

CHRISTOPHER WOOD (1901-1930)

Tulips and Fruit

oil on board

46.7 x 38.7 cm. (18 3/5 x 15 1/4 in.)

Painted in 1925

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

With The Redfern Gallery, London, circa 1940s, where acquired by John Bryan (1911-1969), thence by family descent to the present owner

Private Collection, U.K.

Exhibited

London, The New Burlington Galleries, *Christopher Wood, Exhibition of Complete Works*, arranged by The Redfern Gallery, 3 March-2 April 1938, cat.no.1

Literature

Eric Newton, *Christopher Wood, 1901-1930*, The Redfern Gallery, London, 1938, p.66, cat.no.104

John Bryan was an Oscar winning director and film producer who, alongside David Lean, Ronald Neame and Anthony Havelock-Allen formed Cineguild Productions in 1944. Cineguild produced some of the finest British cinema of the 1940s including *Brief Encounter*, *Great Expectations* and *Oliver Twist*. In 1945 Cineguild produced the film adaptation of Sir Noel Coward's *Blithe Spirit* in which the set was dressed with a number of pictures by Wood.



15 AR

WILLIAM SCOTT R.A. (1913-1989)

Vase of Flowers

signed 'W.SCOTT' (lower right); further signed and dated 'W.SCOTT/37' (verso)

oil on board

59.4 x 51.1 cm. (23 1/2 x 20 1/8 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

Gareth Thatcher

Joyce Thatcher

Peter Coe

His sale; Sotheby's, London, 27 June 1979, lot 149, where acquired by Robert Scott, by whom gifted to the present owner Private Collection, U.K.

Literature

Norbert Lynton, *William Scott*, Thames & Hudson, London, 2004, pp.27-8

Sarah Whitfield (ed.), *William Scott, Catalogue Raisonné of Oil Paintings, 1913-1951 Volume 1*, Thames & Hudson, London, 2013, p.68, cat.no.19 (col.ill.)



16^{AR}

WINIFRED NICHOLSON (1893-1981)

Landscape: Wood

signed and inscribed 'Winifred Nicholson/15 St Leonard's Terrace/
Chelsea' (verso)

oil on panel

47.7 x 76.8 cm. (18 3/4 x 30 1/4 in.)

Painted late 1920s or early 1930s

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

Private Collection, U.K.

Literature

Christopher Andrae, *Winifred Nicholson*, Lund Humphries, Farnham,
2009, p.85, pl.72 (col.ill.)



17 AR

IVON HITCHENS (1893-1979)

Sussex Cottages

signed 'IVON HITCHENS' (lower right)

oil on canvas

46 x 51.1 cm. (18 1/8 x 20 1/8 in.)

Painted circa 1926-7

£18,000 - 25,000

€20,000 - 28,000

US\$22,000 - 31,000

Provenance

A wedding gift from the Artist to the present owner's parents, 1936,

thence by descent to the present owner

Private Collection, U.K.

Exhibited

Probably London, Beaux Arts, 7th *Exhibition of the Seven & Five Society*, 1927 (as *Old Cottages*)

Probably London, Arthur Tooth & Sons, *Paintings by Ivon Hitchens*, 5 December 1928-9 January 1929, cat.no.15

It is thought that the present work depicts Polecats Cottage near Heyshott in West Sussex where the artist stayed on several occasions in the 1920s.

We are grateful to Peter Khoroch for his assistance in cataloguing the present work.



18

ERIC RAVILIOUS (1903-1942)

Great Saling

signed 'Eric Ravilious' (lower left)

watercolour

31.8 x 43.8 cm. (12 1/2 x 17 1/4 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

Acquired by the family of the Artist from the 1933 exhibition, thence by descent to the present owner

Private Collection, U.K.

Exhibited

London, Zwemmer Gallery, *Watercolours by Eric Ravilious*, 24 November-16 December 1933, cat.no.13



19* AR

PAUL NASH (1889-1946)

Hyde Park Landscape, Winter
 signed and inscribed 'Paul Nash/London' (lower left); further inscribed
 'Winter Park' (verso)
 pencil, watercolour and chalk
 28 x 38.7 cm. (11 x 15 1/4 in.)
 Executed in 1940

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Richard Smart
 His sale; Sotheby's, London, 9 July 1969, lot 41, where acquired by
 Thos Agnew & Sons, London
 Private Collection, U.S.A.

Exhibited

London, Arthur Tooth & Sons, May 1940, cat.no.8 (as *Winter Park*,
 where dated 1939)
 Cheltenham, Art Gallery, *Paintings Drawings and Designs by Paul
 Nash*, 1945, cat.no.40 (as *Winter Park*)
 London, Redfern Gallery, *Paul Nash*, 5-29 April 1961, cat.no.60

Literature

Margot Eates, *Paul Nash: Paintings, Drawings and Illustrations*, Lund
 Humphries, London, 1948
 Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.448,
 cat.no.992 (as *Hyde Park Landscape, Winter*)

20* AR

PAUL NASH (1889-1946)

Abstraction (Rotary Objects)

signed and dated 'Paul/Nash/1932' (lower left)

pencil and watercolour

57.8 x 40 cm. (22 3/4 x 15 3/4 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

Margaret Nash

With Zwemmer Gallery, London, 1957

Private Collection, U.S.A.

Exhibited

London, Leicester Gallery, *Watercolours by Paul Nash*, November

1932, cat.no.19

Liverpool, *Unit One Tour*, May 1934, cat.no.39; this exhibition travelled

to Rusholme, June, Hanley, August, Derby, December, Swansea,

January 1935 and Belfast, March

Oxford, St. Hilda's College, *Paintings and Watercolours by Paul Nash*,

from the Collections of Mrs. Paul Nash and Mrs Michael Dawnay,

January 1959, cat.no.12

Literature

John Armstrong, *Weekend Review*, 5 November 1932

Studio, December 1932 (ill.)

Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, cat.

no.718, p.417 (ill.b&w)

Originally given the title *Abstraction*, this fascinating and important watercolour by Paul Nash has been known since the 1950s as *Rotary Objects*. It was painted shortly before the establishment of Unit One in 1933 and was shown in their only exhibition staged in 1934 which toured cities in England, Wales and Northern Ireland (see exhibition history above). Andrew Causey notes with interest it missed the opening venue at the Mayor Gallery on Cork Street for an unexplained reason.

The short-lived group of artists, sculptors and architects resulted from correspondence between Ralph Keene of Arthur Tooth's Gallery and Paul Nash following an exhibition there, *Recent Developments in British Paintings* (October 1931). Henry Moore was brought into the fold in 1932, the year *Rotary Objects* was painted, to consider who may represent Unit One. After much discussion the list of members was published in *The Times* on 12 June 1933: Wells Coates (architect), Colin Lucas, Henry Moore, Barbara Hepworth, Edward Wadsworth, Ben Nicholson, Paul Nash, Frances Hodgkins, Edward Burra, John Bigge and John Armstrong. By the time of their exhibition Tristram Hillier had replaced Hodgkins. The exhibition was accompanied by a published book, *Unit One* (Cassell, 1934) with an introduction from Herbert Read, in which the members outlined their ideas behind the experimental art they were producing at the time.

Rotary Objects was painted at a major crossroad in Nash's career. It forms part of a body of work, along with Tate's *Kinetic Feature* (also exhibited in the 1934 Unit One exhibition) and *Aerial Composition* (1933), in which abstraction and Surrealism reached its most complete. The origins of this relatively brief phrase can be found in a commissioned project to illustrate a new edition of the seventeenth-century British physician, Sir Thomas Browne's *Urne Buriall and The Garden of Cyrus* (1658), which occupied the artist for much of

1931. The metaphysical essays addressed mystical themes of death, the afterlife and the ancient symbolism of the quincunx. As Andrew Causey remarks however, 'Nash did not attempt to illustrate Browne, for he did not believe in illustrating in a literal sense. His pictures are accompaniments that are not captioned or titled in the book, and only their imagery and position relate them to specific contexts. Like Browne, Nash drew on his own fund of knowledge and ideas, so that his designs are really parallels to the writing, although in a few cases they are wilful alterations of Browne's meaning.' (Andrew Causey, *Paul Nash*, Oxford University Press, Oxford, 1980, p.224).

When considering the present watercolour, it appears the treatise *Urne Buriall* and the resulting design in watercolour, *Mansions of the Dead* (1932, Collection of Tate Gallery) were significant inspirations. However, the present work has developed the Tate's Surrealist composition and abstracted it further. Most of the elements are still present, including the white egg-shaped form positioned in the centre, although the flying creature (Nash thought of them as both moths and birds) has been omitted, but they are now harder to distinguish and more ambiguous in their relationships to one another. The interest in Cubism Paul Nash held at this time following a large Picasso exhibition at the Lefevre gallery in June 1931 undoubtedly played a part in the structure of *Rotary Objects*. The forms overlap and are fragmented as visual trickery is introduced to unite foreground and background. The plank-like diagonal shape in pale blue on the left hand side is an abstracted part of the bizarre cedar wood geometric structure in Tate's painting, and the black horizontal and vertical lines have been borrowed from the extended birdcage in the sky. The fluffy clouds floating throughout *Mansions of the Dead* are retained lower right in *Rotary Objects*, which serve to anchor the painting in some sort of reality and confirm the setting is still airborne. Hints of a deep blue sky beyond the circular window upper centre only confirm this.

Despite Paul Nash having described Pablo Picasso as 'the greatest of all abstract painters' in his article, *Abstract Art*, in *Listener* in 1932, Causey argues it was in fact Nash's British contemporary Edward Wadsworth who led him towards the climax of his abstract phase during 1932-34:

'Nash respected Wadsworth's closer contact with continental modernism, and was obviously intrigued by the switch in his painting in 1932 from Surrealism to a non-figuration based on machine forms. In his article *The Pictorial Subject* Nash wrote of Wadsworth and John Bigge: "Their drama makes no appeal through association, but depends solely on the relationship of certain forms and directions, the opposition of planes and the adjustment of mass to space, the suggestion of muscular movement and delicate poise."' (Causey, 1980, p.240).

In his 1980 catalogue of Paul Nash's work (see p.417, cat.no.718) Andrew Causey notes 'Margaret Nash told the present owner that the design was suggested by lampshades'. However, the interest Nash showed in Wadsworth's 'machinery painting' at exactly this time (*Composition, Crank and Chain* of 1932 in The Scottish National Gallery of Modern Art is a fine example), alongside the work's title of *Rotary Objects* (albeit a title assigned post Nash's death), would indicate the artist's wife or previous owner was mistaken as the silver-coloured suspended object which dominates the composition is clearly mechanical.

Shortly after *Rotary Objects* was painted Paul Nash worked up his watercolour *Mansions of the Dead* into his renowned larger scale oil painting, *Aerial Composition* of 1933 (Collection Tate Gallery). The present work therefore sits neatly in between these two seminal pieces by the artist.



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

Eric Newton

21 AR

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

Lunar Synthesis

signed ‘John Tunnard’ (lower left)

gesso, oil and pencil on board

47 x 67 cm. (18 1/2 x 26 3/8 in.)

Painted circa 1942

£40,000 - 60,000

€44,000 - 67,000

US\$49,000 - 73,000

In 1938 John Tunnard met Peggy Guggenheim and the subsequent war years were a time of intense productivity with exhibitions not only at Guggenheim Jeune Gallery but also Lefevre, Redfern and Zwemmer Galleries, among others. As his artistic circle widened so too did admiration for his work, both publically and from his contemporaries, with Ivon Hitchens penning “...the pleasure given my wife and myself by various pictures of yours during the past few years – brought to a head yesterday at the R.A. private view when looking at your paintings there. They have the quality of life – that all paintings should have – but so much contemporary work hasn’t got. May you go forward and prosper. Good luck...” (*Op.Cit.*, p.60).

The definition of the word ‘synthesis’ from the title of the present work is “the combination of components or elements to form a connected whole”. *Lunar Synthesis* beautifully embodies John Tunnard’s skill in assembling disparate forms together successfully to produce a unified composition. There is often something hypnotic about the end result and in the present work the viewer is confronted by a series of upright sculptural shapes set calmly in an otherworldly landscape. The surrealist constructions themselves suggest musical instruments complete with holes and strings. This is a motif Tunnard returned to time and again owing to his love of music. Furthermore, a stylistic link to the pierced forms of Henry Moore is immediately apparent.

Provenance

Acquired directly from the Artist by the father of the present owner in 1943 Private Collection, U.K.

Exhibited

London, A.I.A., 1943

In 1942, a German rocket, the V-2, entered outer space for the first time and so perhaps the artist had the news in mind when creating this strange, astral vision imbued with a sense of infinite space. His interest in space exploration and the use of ‘cosmic’ imagery was to reach its zenith in the 1950s and 60s with works such as *Launching Pad* (1960), *Moon Cradle* (1962) and *Abacus for Astronauts* (1964). Tunnard’s choice of planetary subject matter identify him as truly ‘modernist’, something he himself was keen to claim, but the manner in which he delivers these ideas confirm this. The complex technique employed in *Lunar Synthesis*, as with much of his *oeuvre*, shows the artist’s skill not only as a supreme colourist in the subtle gradation of yellows and blues but his experimental nature also. By the early 1940s Tunnard was bravely approaching his surface with new methods such as spraying paint, seen here in the white pigment lower right. The effect is one reminiscent of sea spray, quite fitting when one considers his employment at the time as auxiliary coastguard.

Painted on an impressive scale and having been in the same private collection for over 70 years, the present example is a rare opportunity to acquire a masterpiece by one of Britain’s foremost Neo-Romantic artists.

We are grateful to Dr. Brian Whitton for his assistance in cataloguing the present work.



22 AR

TRISTRAM HILLIER R.A. (1905-1983)

The Lighthouse

signed 'Hillier' (lower right); titled and dated 'THE LIGHTHOUSE 1939' (on the stretcher)

oil on canvas

50.2 x 65.4 cm. (19 3/4 x 25 3/4 in.)

£30,000 - 50,000

€33,000 - 56,000

US\$37,000 - 61,000

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

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

Provenance

With Arthur Tooth & Sons, London, where purchased by the family of the present owner

Private Collection, U.K.

Exhibited

Bradford, Art Galleries and Museums, *A Timeless Journey*, June-September 1983, cat.no.19

Literature

Jenny Pery, *Painter Pilgrim, The Art and Life of Tristram Hillier*, Royal Academy of Arts, London, 2008, p.67, pl.52 (col.ill.)

The Lighthouse (1939) was painted around the outbreak of World War II and along with other works of the time such as *The Beach at Yport* (Private Collection) and *Fishing Craft at Etretat* (National Gallery of Canada, Ottawa) is a product of Hillier's time with Wadsworth. In terms of composition, strong similarities can be drawn with works by Wadsworth such as *The Jetty, Fécamp* (Beaverbrook Art Gallery, New Brunswick), painted the same year and incorporating a similar concept of perspective down the jetty to a lighthouse. The meticulously arranged foreground acts as a stage for Hillier's assortment of props, which when brought together as one create the desired surrealist atmosphere. This is further enhanced by the use of text with 'Défense de pénétrer' (No entry) clearly visible and the modulation of colour in oil paint through which he could achieve the required precision.

It was Wadsworth who introduced Hillier to his dealers Arthur Tooth & Sons, where the latter would go on to sell his paintings throughout the war and from whom *The Lighthouse* was originally purchased. On 16th November 2011 Bonhams set a new International auction record for a work by Tristram Hillier with *Objects on a Beach, No.2* (1937) selling for £56,450.



THREE WORKS BY GRAHAM SUTHERLAND O.M.
(1903-1980)
FROM AN IMPORTANT ITALIAN COLLECTION

Graham Sutherland secured his position as one of the greatest British artists of the 20th Century through his powerful Neo-Romantic works of the late 1930s and 1940s, as an official war artist producing evocative images of tin mining and blast furnaces and as an accomplished portraitist depicting the likes of Sir Winston Churchill and Somerset Maugham. His career can be traced through major commissions such as *The Crucifixion* for St Matthew's Church, Northampton (1946), *The Origins of the Land* for the Festival of Britain (1951) and the vast tapestry *Christ in Glory* for Coventry Cathedral (1952-1962). His stature was celebrated in retrospective exhibitions at the Tate Gallery in 1953 and 1982 and at the National Portrait Gallery in 1977. He was also appointed a Trustee to the Tate Gallery in 1948 and awarded the Order of Merit in 1960.

Sutherland's international reputation was solidified in the post-war years, representing Britain at the Venice Biennale in 1952 and at the São Paulo Biennale three years later. He also regularly enjoyed one man exhibitions in New York and across continental Europe from 1946 onwards. But perhaps the most significant of Sutherland's non-domestic exhibitions

was the large scale retrospective of 160 works staged in 1965 in Turin at the Galleria Civica d'Arte Moderna. This exhibition was widely and favourably reviewed and established Sutherland's reputation in Italy, further enhanced by more than twenty one man shows at commercial galleries across the nation over the next decade. Sutherland had first visited Venice in 1950 and, other than the following year, visited the city every summer for the rest of his life. His personal connection to the country was strengthened when in 1955 he purchased a villa in Menton on the Franco-Italian border and he enjoyed great patronage amongst Italian collectors, perhaps most famously Sophia Loren who loaned at least five of his pictures to an exhibition in Turin.

The following three works, from an important Italian Collection, were acquired in the 1980s from Boris Ferri. Ferri was a dealer in continental modernism but also an advocate of British art in Italy, primarily the works of Francis Bacon and Graham Sutherland. The three paintings, each with



Graham Sutherland, 1954 with *Monkey* (1955), Hutton Archive, Baron/Getty Images

23^{AR}

GRAHAM SUTHERLAND O.M. (1903-1980)

Landscape with Corn

signed and dated 'Sutherland 48' (lower left)

oil and pencil on board

36.5 x 31.3 cm. (14 1/4 x 12 1/4 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

With Redfern Gallery, London

Sale; Christie's, London, 22 March 1983, lot 289

With Boris Ferri, where acquired by the family of the present owner in the 1980s

Private Collection, Italy

In spring of 1947 Sutherland first visited the South of France, returning in autumn when he visited both Picasso and Matisse. Greatly drawn to the area, he repeated this trip each summer until 1955 when he acquired La Villa Blanche at Menton. Throughout this period Sutherland adopted a number of new exotic Mediterranean motifs, particularly the cultivated vegetation of the area, and embraced a shift in palette in response to the vivid colour rendered by the direct glowing, glaring sunlight. Sutherland had recently completed a major commission of *The Crucifixion* for St Matthew's Church, Northampton which had led to a series of personal works examining thorns. The visually arresting organic forms, laden with symbolic connotations, ideally suited Sutherland's interests. He repeatedly transcribed the selected subject in paint, in order to denote the essence of the idea which had first intrigued him. In his new locale, this practice was applied across a number of new subjects.

'As he was soon to discover, there lurks beneath the luxuriant and unruffled outward appearance of the place an acute struggle for survival. Nature's products are either swathed in protective covering or else defensively armed. Sutherland's eye was caught by pomegranates busting their tough skin, the ripe maize cobs casting off their sheath of foliage, the delicate undulations of banana leaves, the tough bottle-like gourds and the sinuous vines tying themselves in curves to the framework of the pergola.' (Douglas Cooper, *The Work of Graham Sutherland*, Lund Humphries, London, 1961, p.43).



24 AR

GRAHAM SUTHERLAND O.M. (1903-1980)

Form over Grill with Bird

signed and dated 'Sutherland/20.VI.65' (upper right); further signed with initials, titled and dated again 'FORM/OVER GRILL/WITH BIRD/GS/1965/June' (verso)

oil on canvas

145 x 65 cm. (57 1/8 x 25 5/8 in.)

£120,000 - 180,000

€130,000 - 200,000

US\$150,000 - 220,000

Provenance

With Marlborough Fine Art, London

John F. Parks, London

His sale; Sotheby's, London, 29 June 1983, lot 66

With Boris Ferri, where acquired by the family of the present owner in the 1980s

Private Collection, Italy

Exhibited

London, Marlborough Fine Art, *The Marlborough Exhibition*, Summer 1965, cat.no.49

Menton, *IXe Biennale Internationale d'Art*, 1972 (ill.b&w)

Literature

Francesco Arcangeli, *Sutherland*, Fratelli Fabbri, Milan, 1973, pl.152 (col.ill.)



Fig.1 Graham Sutherland, *Head on a Balcony*,

Form over Grill with Birds draws on a theme explored by Sutherland from the late 1940s. His *Cigale* paintings of 1948 depicting the magnified cicada (a cricket or grasshopper-like insect) present the creature standing upright with an anthropomorphic quality. These then evolved during the 1950s into his celebrated 'standing form' paintings which are beguiling images incorporating animal-like heads that suggest portraiture. They evolved during the early to mid-1950s at the same time Sutherland ventured into producing sculpture, a little known aspect of his work. These fascinating paintings recount the sculptural forms Henry Moore was making in 1955 with his *Upright Motive* suite of bronzes.

The present canvas was inspired by these impressive 1950s paintings and his forays into three dimensional art. The form is clearly standing, on a horizontal white platform, with its two bases highly suggestive of feet, more animal-like than human. The sense that this form is a living entity is heightened by the inclusion of a head within the blazing orange box joining the upright 'legs'. In this instance recalling a fish's head it has parallels with the 'head form' in Sutherland's 1952 *Head on a Balcony* (sold in these rooms on 14 November, 2012, see fig.1) which would appear to be based on a crustacean. The organic nature of this standing form is accentuated by its structure and colouring of green. Its framework suggests Sutherland's celebrated 'vine pergola' paintings made in the south of France during 1947-8 were instrumental in the design of the composition. It is impossible not to look at the central part of the form and also think back to Sutherland's important commission for his *Crucifixion* for St Matthew's Church in Northampton of 1946 as well as the resulting 'thorn cross' paintings of the mid-1950s.

The bottom quarter of *Form over Grill with Birds* addresses Sutherland's interest in Goya and the drawings the Spanish Old Master made of prisoners. The idea was most fully realised in his 1963-4 canvas, *The Captive*. In this large picture the animal, most closely resembling a rhinoceros or hippopotamus, has its legs chained and appears to be imprisoned in a dungeon with grills on the window. Similarly, the black bird in this painting is caged and being held captive in a subterranean setting.

The scale and overall image of *Form over Grill with Birds* makes for a striking painting. The audacious orange set against a black background captures our attention immediately. Many of the themes which pre-occupied Sutherland earlier in his career, alongside more recent developments are present, and illustrate how the artist successfully incorporated a catalogue of his ideas into his 1960s oil paintings.



25 AR

GRAHAM SUTHERLAND O.M. (1903-1980)

Monkey

signed and dated 'Sutherland 1955' (lower left)

oil on canvas

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

£30,000 - 50,000

€33,000 - 56,000

US\$37,000 - 61,000

Provenance

With Arthur Jeffress, London, where acquired by

Mrs Doreen H. Thompson, Co. Durham

With The Mayor Gallery, London

The Baltimore Museum of Art

Their sale; Christie's, London, 22 March 1983, lot 290

With Boris Ferri, where acquired by the family of the present owner

Private Collection, Italy

Literature

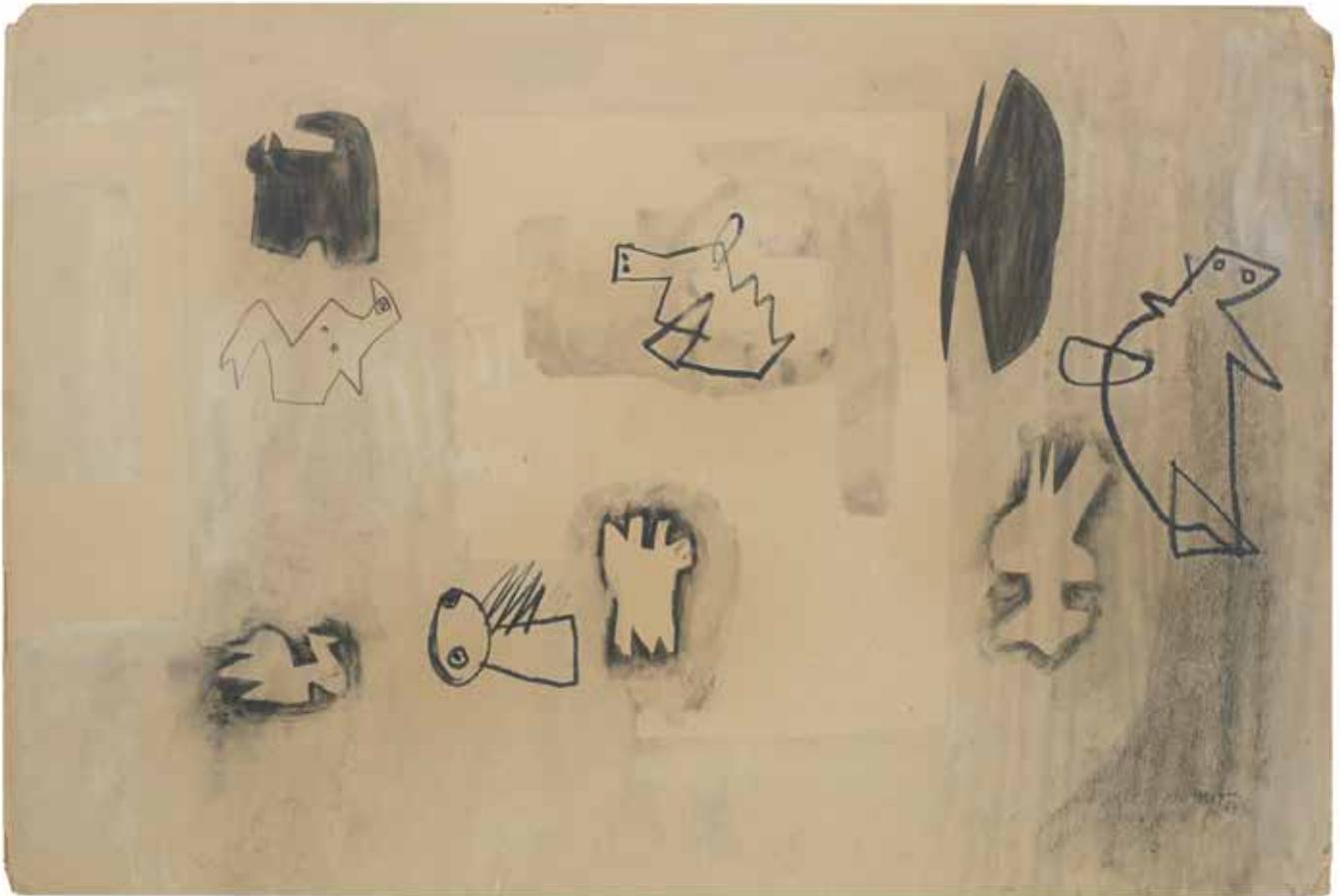
Douglas Cooper, *The Work of Graham Sutherland*, Lund Humphries, London, 1961, pl.no.139 (ill.b&w)

Graham Sutherland and Francis Bacon first exhibited together in a group exhibition at Thomas Agnew & Sons in 1937. They may have met beforehand and almost certainly on the introduction of their mutual acquaintance the artist Roy de Maistre. Sutherland greatly admired Bacon's work and a friendship between the two artists developed during the forties and although this was not to last, there is an undeniable dialogue between their outputs of the 1940s and 1950s. Roger Berthoud summarises:

'It is fascinating to compare the work of the two men. One possible deduction is that in some cases Graham seemed to be painting Bacon-like works on a given theme before Bacon himself tackled it. For example, Graham's *Men Walking* of 1950 (of which he did two very similar versions) shows two men walking in strong sunlight against an archetypal Riviera landscape of palm trees. Bacon did three or four not dissimilar landscapes (for example *Landscape, South of France*), all of them dated 1952. In the right hand corner of Graham's 1950 work is a Bacon-like dog. Most of Bacon's dogs date from 1952. However, Bacon was painting monkeys in 1951 (*Figure with Monkey*); Graham's first monkey, *Cynocéphal* (shown in Venice), dates from 1952.'" (Roger Berthoud, *Graham Sutherland, A Biography*, Faber and Faber, London, 1982, p.159).

Whether the subject matter of monkeys entered Sutherland's *oeuvre* by way of Bacon's 1951 picture or another route (Sutherland is cited as stating that *Cynocéphal* stemmed from the fact that he knew an old violinist in the South of France who had a pet monkey) is disputable. However, the employment in the present work of the coarse, unprimed side of the canvas as the support and the gridded compositional device formed by the rudimentary bamboo cage certainly strengthens ties to Bacon's output. For all the similarities between Bacon's and Sutherland's monkeys, there are great differences. Whilst Bacon delivers anguish, Sutherland's monkeys are at ease. *Cynocéphal* restfully eats whilst gazing to the middle distance, in *Swinging Form and Monkey* (1953) the primate playfully disturbs a classic Sutherland motif and in the present work it lazily but curiously observes those that pass by the picture.





26* AR

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

Studies for Sculpture

signed and dated 'Moore/36' (lower right)

pencil, chalk and wash

37.5 x 55.8 cm. (14 3/4 x 22 in.)

This work is recorded with the Henry Moore Foundation as HMF 1248a

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

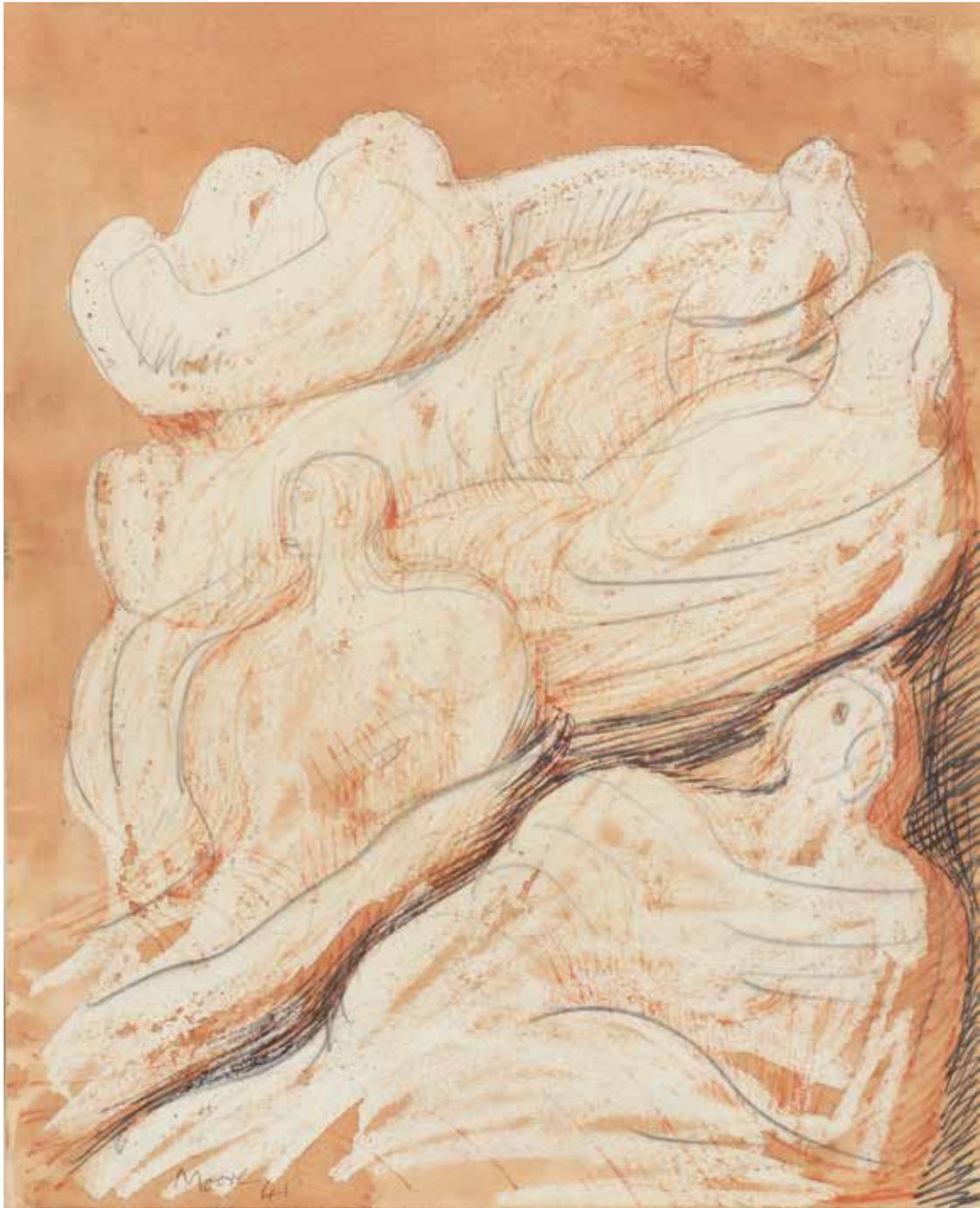
Sale; Sotheby's, London, 1 April 1981, lot 279

Sale; Sotheby's, London, 24 March 1999, lot 267

Private Collection, Australia

Literature

Ann Garrould (ed.), *Henry Moore, Complete Drawings 1984-86, Volume 7, Addenda and Index 1916-86*, The Henry Moore Foundation and Lund Humphries, Much Hadham and Hampshire, pp.20-21 (ill.b&w)



27 AR

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

Reclining Figures

signed and dated 'Moore/41' (lower left)

pencil, wax crayon, watercolour and felt-tip pen

28.9 x 23.5 cm. (11 3/8 x 9 1/4 in.)

This work is registered with the Henry Moore Foundation as HMF 1788

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

With Galerie Beyeler, Basel, 1969

With Fischer Fine Art, London, 1972

With Galerie Academia, Salzburg, 21 August 1978, where acquired by the present owner

Private Collection, U.K.

Exhibited

Basel, Galerie Beyeler, *Henry Moore: Drawings, Watercolours and Gouaches*, 1970, cat.no.72

Cologne, Bankunst Galerie, *Henry Moore: Plastiken und Zeichnungen*, 1970-71, cat.no.73

Literature

Ann Garould (ed.), *Henry Moore, Volume 3, Complete Drawings 1940-59*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 2003, p.86, cat.no.AG.41.27 (ill.b&w)

The present work is taken from *Large Shelter Sketchbook*, 1941.

28* AR

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

Standing Figure Relief No.2

signed and numbered 'Moore/12/12' and stamped with *H. Noack Berlin* foundry stamp (at the base of the back)

bronze with a brown patina on a stone base

25.4 cm. (10 in.) high (excluding the base)

Conceived in 1960

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

With Rex Irwin Gallery, Sydney, 1984

Private Collection, Australia

Literature

Alan Bowness (ed.), *Henry Moore, Volume 3, Complete Sculpture 1955-64*, Lund Humphries, London, 1986, cat.no.461 (ill.b&w, another cast)

John Hedgecoe, *A Monumental Vision, The Sculpture of Henry Moore*, Collins & Brown, London, 1998, pp.224-225, cat.no.425 (col.ill., another cast)

In 1954, Henry Moore visited the ancient site of Pompeii in Italy and became deeply interested in the plaster casts of preserved corpses showing figures embedded in volcanic mud, with their bound but reaching limbs. The following year in 1955, he was commissioned by the Bouwcentrum in Rotterdam to produce a brick relief showing four forms emerging from a flat plane. It was these two events that reignited the artists concern with relief shortly thereafter resulting in *Standing Figure Relief No. 2*, dating from 1960, among others.

As might be expected of a sculptor more accustomed to working 'in the round', he approached the concept of the relief with a departure from convention. Historically this format served as a narrative, often reading from left to right, telling a story on an architectural facade. Instead, he focussed on free-standing figures emerging outwards, sometimes almost forcibly, and the protrusions and recessions their bodies established in doing so, as in the present example.



29^{AR}

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

Maquette for *Mother and Child: Hood*
signed and numbered 'Moore 1/9' (on the bronze base)
bronze with a light brown patina on a marble base
15.2 cm. (6 in.) high (excluding marble base)
Conceived in 1982

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 43,000

Provenance

With Jack Rutberg Fine Arts Inc., Los Angeles, U.S.A., 1997
Sale; Bonhams, London, 8 November 2007, lot 41, where acquired by
the present owner
Private Collection U.K.

Literature

Alan Bowness (ed.), *Henry Moore, Volume 6, Complete Sculpture 1980-86*, Lund Humphries, London, 1988, cat.no.849, p.47 (ill.b&w, another cast)

Maquette for Mother and Child: Hood dates to 1982, at the latter end of Moore's artistic career. The sculpture belongs to a series of works depicting the same subject produced after the birth of Moore's first grandchild in 1977. Speaking on the subject, he commented that 'from very early on I had an obsession with the mother and child theme – it has been a universal theme from the beginning of time and some of the earliest sculptures we've found from the Neolithic Age are of a mother and child. I discovered, when drawing, I could turn every little scribble, blot or smudge into a mother and child' (Henry Moore and John Hedgecoe, *Henry Moore, My Ideas, Inspiration and Life as an Artist*, Ebury Press, London, 1986, p.155).

The protective nature of the works from this period highlight Moore's intimate connection with the subject matter and emphasise his interest in pursuing the relationship between art and religion. In 1983 Moore was commissioned by Dr Alan Webster, the Dean of St Paul's Cathedral to produce the seven foot tall *Mother and Child: Hood* that currently resides in the north choir aisle, for which the present work is a maquette. Of the work, he stated 'I can't get this Madonna and Child out of my mind - It may be my last work, and I want to give it the feel of having a religious connotation' (Henry Moore quoted in *Church of S. Matthew, Northampton, 1893-1943*, St Matthew's Church, Northampton 1943).

The sculpture in St Paul's is one of a series of ecclesiastical works that Moore was commissioned to produce for public viewing. In 1943, St Matthew's Church commissioned a Madonna and Child for the north transept which was to be seen by the public as they proceeded down the aisle of the chapel. This work is an early example of Moore's sensitivity to religious art and expresses a gentle modesty that is echoed 40 years later in the hooded figure of the Madonna seen in *Maquette for Madonna and Child: Hood*.





30* AR

JOHN PIPER C.H. (1903-1992)

Stanway, Gloucestershire
signed 'John Piper' (lower left); inscribed and dated 'Stanway
16.viii 73' (lower right); titled and dated again 'Stanway
Gloucestershire/1973' (verso)
gouache and ink
40.6 x 58.4 cm. (16 x 23 in.)

£5,000 - 7,000

€5,600 - 7,800

US\$6,100 - 8,600

Provenance

With Pieter Wenning Gallery, Johannesburg
Private Collection, South Africa



31 AR

JOHN PIPER C.H. (1903-1992)

Garn Ingli

signed 'John Piper', indistinctly titled and dated 'Garn Ingli/81' (lower right) and inscribed 'No3 Garn Ingli' (verso)

mixed media

39.2 x 57.2 cm. (15 1/2 x 22 1/2 in.)

£5,000 - 7,000

€5,600 - 7,800

US\$6,100 - 8,600

Provenance

Private Collection, Ireland



32 AR

JOHN PIPER C.H. (1903-1992)

Rock-Face (Pink, White & Blue)

signed 'John Piper' (lower right); further signed and titled 'Rock-Face/
(Pink, white & blue)/John Piper' (verso)

oil on panel

15.2 x 20.2 cm. (6 x 8 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

With Buchholz Gallery, New York

Sale; Bonhams, London, 18 March 2009, lot 58, where acquired by
the present owner

Exhibited

New York, Buchholz Gallery, *John Piper, Recent Work*, 17 October-4
November 1950, cat.no.10

Literature

David Fraser Jenkins and Hugh Fowler-Wright, *The Art of John Piper*,
Unicorn and Portland Gallery, London, 2015, p.253, pl.7.1 (col.ill.)



33 AR

SIR MATTHEW SMITH (1879-1959)

Landscape Near Aix (Olive Trees - Sunrise)

signed with initials 'MS' (lower right); inscribed and dated 'AIX/32' (verso)

oil on canvas

45.8 x 64.8 cm. (18 x 25 1/2 in.)

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 43,000

Provenance

With Arthur Tooth & Sons, London, 26 April 1933, where acquired by Paul Odo Cross

With Arthur Tooth & Sons, London, 17 June 1952, where purchased by the family of the present owner
Private Collection, U.K.

Exhibited

Venice, Venice Biennale, 1938, cat.no.33

London, The Tate Gallery, *Matthew Smith, Paintings from 1909-1952*, 3 September-18 October 1953, cat.no.49

London, Royal Academy of Arts, *A Memorial Exhibition of Works by Sir Matthew Smith C.B.E. 1879-1959*, 15 October-7 December 1960, cat. no.168

Liverpool, Walker Art Gallery, *Personal Choice, Paintings & Sculpture from Local Private Collections*, 19 July-20 August 1961, cat.no.77

Wallasey, Festival of the Arts, *An Exhibition of British Paintings and Sculpture*, 25 October-6 November 1965

Literature

John Gledhill, *Matthew Smith, Catalogue Raisonné of the Oil Paintings*, Lund Humphries, Surrey, 2009, p.169, cat.no.398 (ill.b&w)



34 AR

SHEILA FELL R.A. (1931-1979)

Heavy Snow, Cumberland

signed 'Fell' (lower right)

oil on canvas

45.4 x 55.9 cm. (17 7/8 x 22 in.)

£6,000 - 8,000

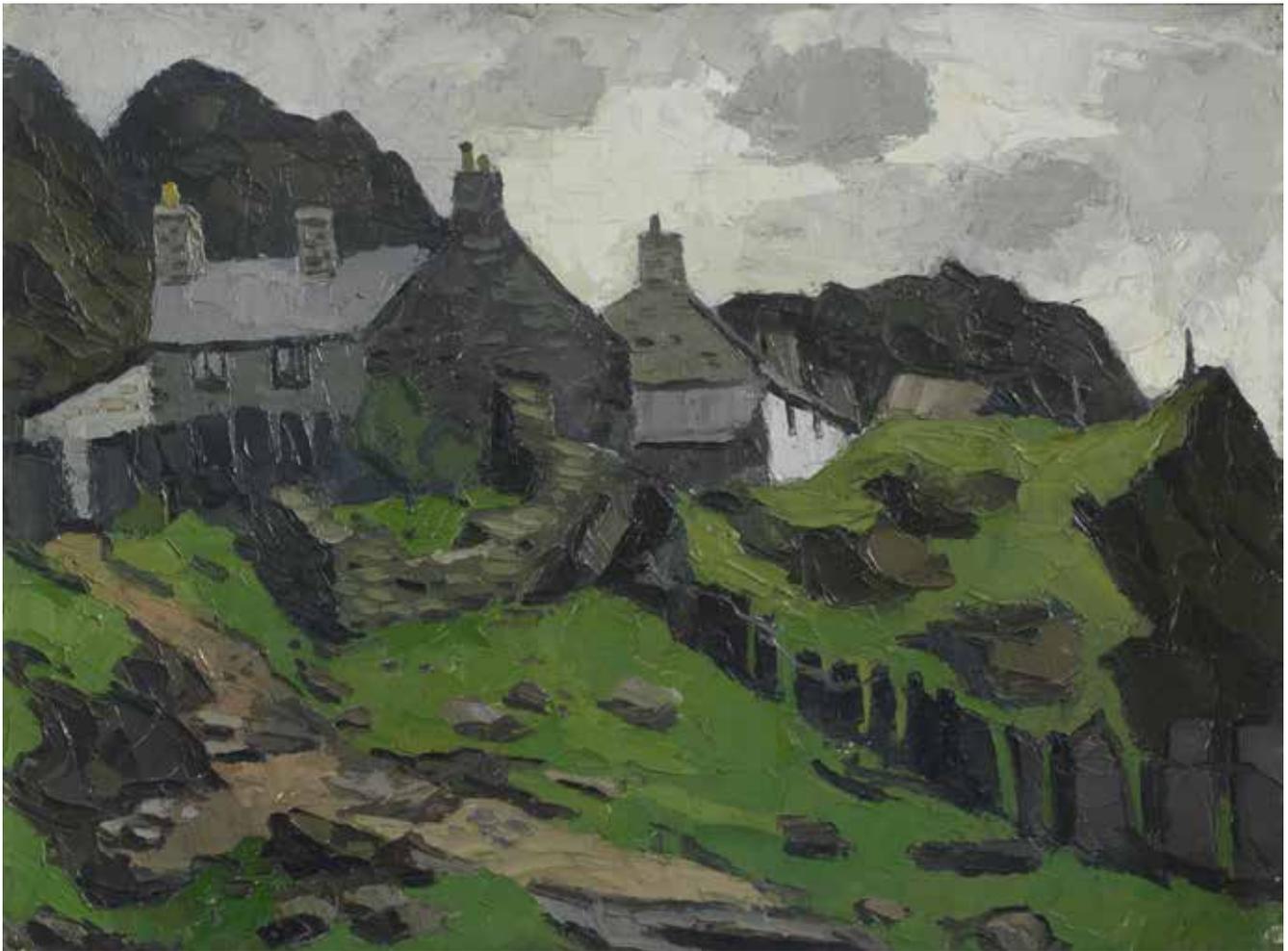
€6,700 - 8,900

US\$7,300 - 9,800

Provenance

With The Stone Gallery, Newcastle, where acquired by the family of the present owner

Private Collection, U.K.



35 AR

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

Manod

titled 'MANOD' (on the stretcher)

oil on canvas

50.8 x 69.2 cm. (20 x 27 1/4 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

Private Collection, U.K.

36^{AR}

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

Stockport

pencil

12.7 x 17.8 cm. (5 x 7 in.)

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

With Henry Donn, Manchester, 25 July 1979

Acquired by the present owner 8 January 1980

Private Collection, Ireland

Stockport, located seven miles South-East of Manchester city centre, was a favoured location for Lowry who found amongst its streets alternative images that could be added to his iconography. The great red brick viaduct, one third of a mile in length, was frequently used by the artist who found the enormous bridge over the river, surrounded by industrial buildings and decaying boats simply irresistible. Crowther Street, a steep and curved thoroughfare with numerous steps located in the busy town centre, also appealed greatly with aspects of its topography being transposed into many of Lowry's larger amalgamative townscapes. The winding street and steep run of steps up to a shop in the present work are reminiscent of this favoured town with a typical arrangement of everyday people going about their business whilst Lowry, the incessant observer, watches on.



37 AR

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

Two boys

signed 'L S LOWRY' (lower right)

oil on panel

14 x 10.5 cm. (5 1/2 x 4 1/8 in.)

£40,000 - 60,000

€44,000 - 67,000

US\$49,000 - 73,000

Provenance

Sale; Christie's, London, 8 November 1968, lot 175, where acquired by the family of the present owner
Private Collection, U.K.

Factory workers, scurrying through the industrial streets of Manchester from a distance are likely to be our primary image when considering Lowry's 'people'. However, all manner of other characters appealed to the artist and were carefully observed in order to support his visual language. By the 1940s, Lowry had become more interested in depicting individuals and groups of people assembled together at close quarters. In the present, typically small scale work, two boys take centre stage with Lowry's impressionistic brushwork creating a sense of youthful energy as they move swiftly through the pictorial space. There is scant suggestion of environment but Lowry's deft yet rich palette creates a sense of character for his otherwise indistinct figures. It has been suggested that a sense of mystery pervades these compositions but in the words of Lowry, 'I'm not trying to say anything. I have no message at all – it's simply my way of looking at things' (Shelly Rohde, *L.S. Lowry, A Life*, Haus, London, 2007, p.228).





38 AR

HELEN BRADLEY (1900-1979)

The Organ Grinder

signed 'HELEN BRADLEY' and with fly insignia (lower left); further signed, inscribed and dated 'The Organ Grinder came to play in/ the High Street. He had a poor little/monkey and his wife always sang/'Rocked in the Cradle of the Deep',/which was very mournful. We/always gave her a penny and/hoped she would sing something/ else. The children in the High Street/liked it - they always danced and/ ran after them when they moved away -/and the year was 1906./Helen Leyfield Bradley 1974' (on a label verso)

oil on canvas laid on board
20.2 x 25.7 cm. (8 x 10 in.)

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

With Constance Arthur Gallery, St. Annes, 1975, where acquired by the present owner
Private Collection, U.K.



39^{AR}

HELEN BRADLEY (1900-1979)

Clegg Street Station

signed 'HELEN BRADLEY' and with fly insignia (lower left); further signed, inscribed and dated 'We had just arrived at Clegg St/Station from Blackpool. It was a/nice breezy day when we left but/it was snowing when we got to/Oldham. Oh dear, how sad we felt/especially when we looked at/father who said he felt ill, and/to make matters worse, there/wasn't a cab for us, only a/Hansom which mother said would/not hold us and our luggage so/father said I'd better walk behind/with the dogs, but we got in and/I loved the ride home, and the year was 1906/Helen Layfield Bradley 1975' (on a label attached to the backboard)

watercolour and gouache

27.9 x 38.9 cm. (11 x 15 1/4 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

With Henry Donn, Manchester, where acquired by the present owner

circa 1975

Private Collection, U.K.



40 AR

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

Snowdon from Capel Curig
signed with initials 'KW' (lower right)
oil on canvas
50.8 x 101.8 cm. (20 x 40 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

With Howard Roberts Gallery, Cardiff



41 AR

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

Sunset at Llanddwyn

signed with initials 'KW' (lower right)

oil on canvas

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

£18,000 - 25,000

€20,000 - 28,000

US\$22,000 - 31,000

Provenance

With The Albany Gallery, Cardiff, where purchased by the present owners
Private Collection, U.K.



42^{AR}

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

Cottages at Moelfre

titled and dated '1954'/'COTTAGES AT MOELFRE' (on the canvas overlap)

oil on canvas

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

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

With Miles Wynn Cato, Ludlow, 1993, where acquired by the present owner
Private Collection, U.K.



43 ^{AR}

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

Karla

signed and inscribed "'KARLA"/KYFFIN WILLIAMS/II HOLLAND
VILLAS RD/W.14' (on a label attached to the frame)

oil on canvas

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

£8,000 - 12,000

€8,900 - 13,000

US\$9,800 - 15,000

Provenance

Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 1962, cat.no.41

Please note there is a painting of a coastal scene by the same hand
verso.

"She was an excellent model. Her name was Karla Ludewig, and her
father was a captain of a Rhine steamer. I first met her when she was
an au pair girl to a friend of mine who was an actress, and she struck
me as being very paintable, and I painted her very very often." (Sir
Kyffin Williams, in interview with Cathy Courtney, 1995).

RODERIC O'CONNOR (1860-1940)

Nude Bathing

stamped with a studio stamp (verso)

oil on canvas

64.8 x 54.6 cm. (25 1/2 x 21 1/2 in.)

Painted circa 1897-98

£50,000 - 80,000**€56,000 - 89,000****US\$61,000 - 98,000****Provenance**Sale; Hôtel Drouot, Paris, *Vente O'Connor*, 7 February 1956

With Roland Browse & Delbanco, London

With Grant Fine Art, Newcastle, Co. Down (as *Girl Bathing*)Sale; Christie's, London, 8 June 1984, lot 99 (as *Nude with Red Hair*)

Private Collection, Ireland

ExhibitedLondon, Barbican Art Gallery, *Roderic O'Connor 1960-1940*, 12

September-3 November 1985, cat.no.25 (ill.b&w); this exhibition

traveled to Belfast, Ulster Museum, 15 November 1985-18 January

1986, Dublin, National Gallery of Ireland, 30 January-8 March and

Manchester, Whitworth Art Gallery, 14 March-10 May

LiteratureJonathan Benington, *Roderic O'Connor, A Biography with a Catalogue of his Work*, Irish Academic Press, Blackrock, 1992, cat.no.88 (as *Smiling bather*)

O'Connor is well known for the many studio nudes he painted after he settled in Paris in 1904. However, his first nude compositions were scenes of female bathers that he executed in Brittany during the late 1890s, inspired in part by the region's growing popularity with seaside holiday-makers and, on a more personal level, by a life-changing encounter with Paul Gauguin. *Nude Bathing* is one of only four oil paintings of bathers to survive from O'Connor's hand. Collectively they count amongst his most sensual, personal and boldly executed works.

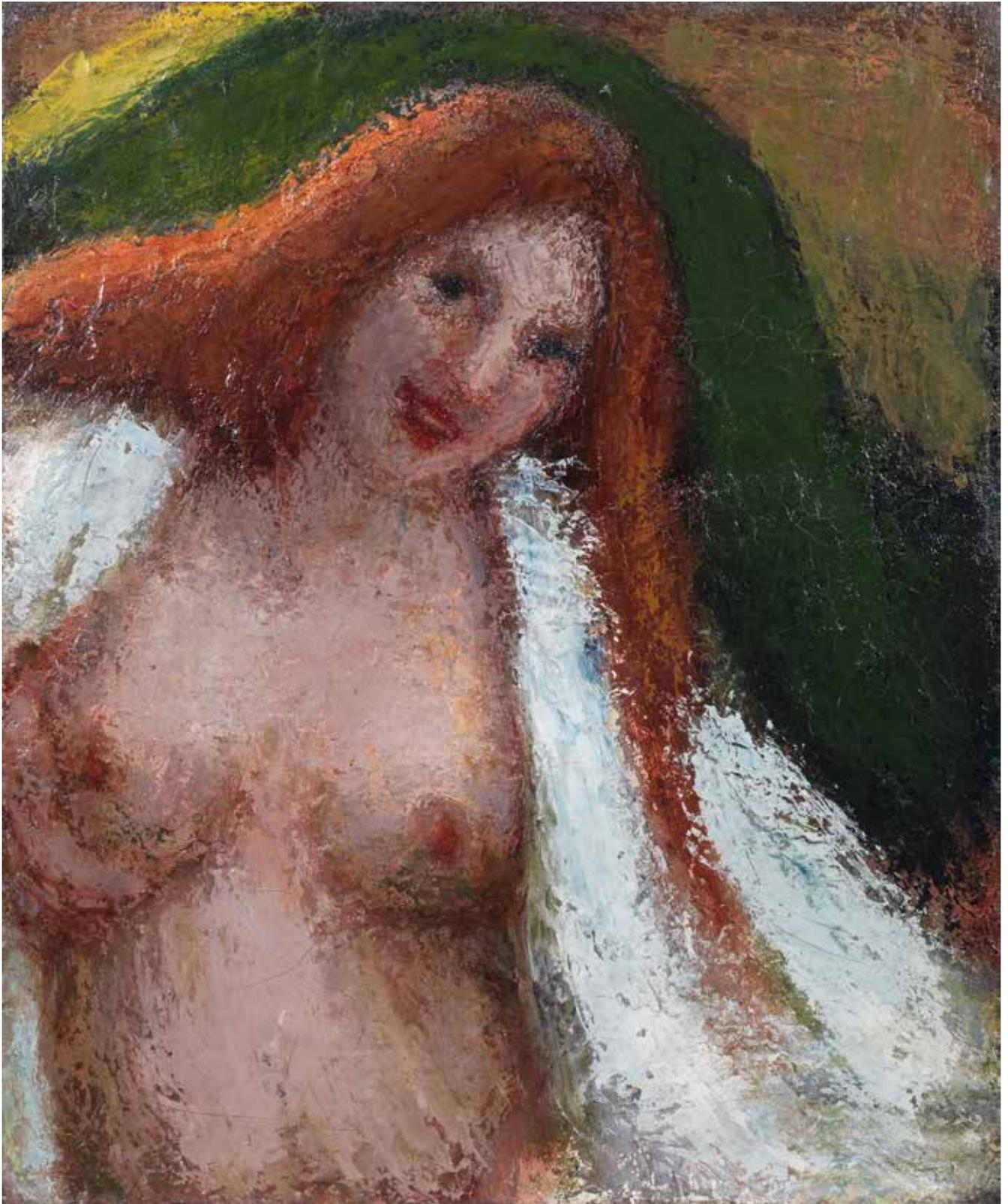
Prior to meeting Gauguin in April 1894, O'Connor had always relied on having a motif in front of him when embarking on a painting. It is highly likely that Gauguin exhorted his Irish friend to rely less on nature and draw more from his memory and imagination, echoing the master-pupil exchange played out in Arles six years earlier with Van Gogh. Gauguin's final departure for the South Seas in 1895 brought the friendship to an abrupt close, although one eye-witness later recalled being given a letter addressed to O'Connor by Gauguin that was "too scatological for publication - details of the ideal position in sexual intercourse - and I lost the letter when the Germans pillaged my house" (Alden Brooks to Denys Sutton, 12 July 1956, Tate Archive). The same eye-witness further reported that O'Connor "went from mistress to mistress" after an engagement was abruptly broken off, suggesting that he and Gauguin were on the same wavelength not just artistically, but also in their relationships with women.

Whereas O'Connor's twentieth-century nudes are very much studies of figures in interiors, in *Nude Bathing* the woman's torso is much closer to the viewer, her forms rendered almost in relief by means of heavily textured pigment applied with a palette knife. She smiles at us in an alluring fashion, tilting her head and her long strands of red hair to one side, a white towel or chemise draped around her shoulders and her right hand cupped under her breast. The fact that she faces forwards and is placed against an abstract background suggests that on this occasion O'Connor did not have in mind Gauguin's famous canvas of a female nude abandoning herself to the ocean, in which the subject is viewed from behind (*In the Waves*, 1889, Cleveland Museum of Art).

O'Connor's whole approach in *Nude Bathing* is calculated to render his bather as palpable as possible, framing her with sinuous wave-like forms not unlike the aura that surrounds Edvard Munch's *Madonna* of 1893-94. Likewise a half-length nude with tilted head and ecstatic features, a version of *Madonna* was one of ten paintings from Munch's *Frieze of Life* that he exhibited at the Salon des Indépendants in Paris in April 1896. As a dedicated exhibition-goer O'Connor would most probably have seen the picture on that occasion, or alternatively he may have discovered the image through one of its printed versions. The similarities between the two paintings are so strong that they cannot be coincidental, and there is no doubt that O'Connor admired and respected Munch's work (O'Connor's private collection included two lithographs by Munch, in addition to prints of bathers by Cézanne, Pissarro and Renoir).

Compositional similarities apart, O'Connor's temptress is wide-eyed, her lips parted in a smile, in contrast to the ethereality of Munch's figure with her inward gaze and flowing black hair entwined around her limbs. Ultimately O'Connor knew that if he was going to experiment with the symbolist approach, he would have to make his own distinct mark. He has achieved this in *Nude Bathing* through his deployment of intense colours and his exploitation of the oil medium's capacity for conveying a wide range of expressive gestures and textures.

We are grateful to Jonathan Benington for compiling this catalogue entry.



45 AR

JACK BUTLER YEATS (1871-1957)

Fresh and Salt

signed 'Jack/B/Yeats' (lower right) and titled 'FRESH/AND SALT'
(verso)

oil on panel

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

Painted in 1944

£30,000 - 50,000

€33,000 - 56,000

US\$37,000 - 61,000

Provenance

With Victor Waddington, London, 1944

Private Collection

With Victor Waddington, London, 5 March 1975, where acquired by
Hillel Bender Esq.

Exhibited

London, Victor Waddington Galleries, *Jack B. Yeats, 1871-1957: Paintings*, 27 February-22 March 1975, cat.no.6 (col.ill.)

Literature

Hilary Pyle, *Jack B. Yeats, A Catalogue Raisonné of the Oil Paintings, Volume II*, Andre Deutsch, London, 1992, p.587, cat.643 (ill.b&w)

This vivacious landscape of a marshy estuary refers as the title suggests to the mingling of fresh river water with sea water. This was an idea that fascinated Yeats and recurs in other paintings such as the 1947 work, *Where Fresh Water Meets Salt Water*, (Private Collection). The wide blue of the ocean is contrasted by the small tributary where the water is murky and muddy. This, according to an account in Yeats's novel *The Charmed Life* (1938) is where 'the brown flood slides over the top of the salt tide' (Hilary Pyle, *Jack B. Yeats. A Catalogue Raisonné of the Oil Paintings*, Andre Deutsch, 1992, II, p.783). The bright blue of the sky and sea, the strong greens of the grassy banks and the yellow of the sand and the reeds convey the freshness and colour of this place where the worlds of the land and the sea come together. Its vibrant, complex surface in which layers of paint intersect and overlap creates a sense of movement that invigorates the entire landscape. This is especially evident in the way in which the blustery summer sky has been painted.

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



46 AR

JACK BUTLER YEATS (1871-1957)

A Soldier of Fortune

signed 'Jack B Yeats' (lower left) and indistinctly titled (verso)

oil on board

22.8 x 35.5 cm. (9 x 14 in.)

Painted in 1948

£50,000 - 80,000

€56,000 - 89,000

US\$61,000 - 98,000

Provenance

The Artist, from whom acquired by

James B. Lane, London, 1948

His sale; Sotheby's, London, 5 July 1972, lot 96, where acquired by

V. Good

With Victor Waddington, London, 24 October 1974, where acquired by

Hillel Bender Esq.

Literature

Hilary Pyle, *Jack B. Yeats, A Catalogue Raisonné of the Oil Paintings,*

Volume II, Andre Deutsch, London, 1992, p.837, cat.925 (ill.b&w)

T.G. Rosenthal, *The Art of Jack B. Yeats*, Andre Deutsch, London,

1993, p.229, pl.224 (ill.b&w)

A Soldier of Fortune depicts the head and shoulders of a man. The title suggests that he is an adventurer or one of the familiar nomadic figures of Yeats's late paintings. Hilary Pyle has identified him as Bowsie, a character that appears in several of Yeats's novels, including the 1938 book *The Charmed Life* where his companion is another vagrant called No Matter.

Behind the figure the tall ghostly forms of a streetscape frame the morning sky. This is reminiscent of the Georgian Squares of Dublin, especially the western corner of Fitzwilliam Square as viewed from the south, from which an open expanse of sky is visible. Yeats lived and worked here for many years. A similar perspective is used in *A Morning in the City*, (1937, National Gallery of Ireland).

Yeats draws out the maximum drama from this simple subject. The golden beams of light of the rising sun dominates the background and relieves the cold blue of the dawn. It casts a warm glow of pinks and yellows onto the features of the traveller. He is sculpted out of thick paint, the fur of his collar made of dabs of deep blue and his hat, which rests jauntily on his head, is made of a baffling combination of dark blue and the reflected yellow of the sun.

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



47 AR

JACK BUTLER YEATS (1871-1957)

Water Front

signed 'JACK B YEATS' (lower left)

oil on canvas

35.5 x 53.4 cm. (14 x 21 in.)

Painted in 1947

£150,000 - 200,000

€170,000 - 220,000

US\$180,000 - 240,000

Provenance

Acquired directly from the Artist by

Father Breen, 1947

Mrs J.E. Allnatt, Bagenalstown

Private Collection, U.K.

Exhibited

Dublin, Victor Waddington Galleries, *Paintings*, 3-16 October 1947,
cat.no.12

Belfast, New Gallery, *Jack B. Yeats, Loan Exhibition*, 14-26 June 1965,
cat.no.6

Literature

Hilary Pyle, *Jack B. Yeats, A Catalogue Raisonné of the Oil Paintings*,
Volume II, Andre Deutsch, London, 1992, p.761, cat.844

Three men stand on a quayside in a West of Ireland town. The prow of a ship and a streetscape dominate the left background of the composition. The men are distinguished from each other by their clothing. Two wear the peaked caps of the sailor, the other a hat associated with islanders and local farmers. This man is also distinguished by his red beard and by the pink crios that hangs from his waist. This is a traditional West of Ireland belt made of woven wool. He stands in formal conversation with one of the seamen. Their rigid poses suggest the formality of their relationship. We observe them across the shoulders of the other sailor who seems to stride directly into the viewer's space. His features take on a ghostly appearance with his pale face cast over by shadows of deep red.

The muted colours of the dark blues of the men's clothing and the ship compete with flashes of yellows, greens and reds. The strong verticality of the figures and the other components of the composition such as the ship and the buildings evoke a sense of tension. This is the masculine world of work and commerce, one with which Yeats was very familiar. As a child he had lived with his grandparents in Sligo where the family ran a shipping business. This painting is probably inspired by memories of such an encounter.

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





48 AR

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

Cottages, Connemara
signed 'PAUL HENRY' (lower right)
oil on board
12.5 x 15.4 cm. (4 7/8 x 6 1/8 in.)
Painted circa 1916-20

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

With Pym's Gallery, London, 31 June 1985, where acquired by the family of the present owner
Private Collection, U.K.

Exhibited

London, Pym's Gallery, *Celtic Splendour, An Exhibition of Irish Paintings and Drawings 1850-1950*, 24 April-25 May 1985, cat.no.32 (ill.b&w)

Literature

S.B. Kennedy, *Paul Henry, Paintings, Drawings, Illustrations*, Yale University Press, New Haven & London, 2007, p.195, cat.no.465 (ill.b&w)

The present work is accompanied by a copy of the 1985 exhibition catalogue.

Paul Henry first settled in Connemara in 1910. Thereafter, for most of his life, the area dominated his art. This work, with its gently rising hills, a small habitation and, above all, the clouds which occupy more than two thirds of the picture plane, is characteristic of Henry's work. The paint has been applied with moderate impasto, and dated 1916-20 on stylistic grounds.

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



49 AR

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

Killary Bay

signed 'PAUL HENRY.' (lower right)

oil on panel

33 x 40.5 cm. (13 x 16 in.)

Painted in 1913

£30,000 - 50,000

€33,000 - 56,000

US\$37,000 - 61,000

Provenance

Sale; Adam's, Dublin, 31 March 1999, lot 51

Sale; Adam's and Bonhams, Dublin, 31 May 2000, lot 67

Private Collection, Ireland

Exhibited

Belfast, Art Gallery of the Belfast Industrial Development, *Pictures of Connemara by Mr. & Mrs. Paul Henry*, 19 February-5 March 1914, cat.no.27

Dublin, Gorry Gallery, *18th, 19th and 20th Century Irish Paintings*, 28 April-11 May 1989, cat.no.9 (col.ill.)

Literature

S.B. Kennedy, *Paul Henry, Paintings, Drawings, Illustrations*, Yale University Press, New Haven & London, 2007, p.174, cat.no.387 (ill.b&w)

A study of Killary Harbour seen from the head of the lough at Aasleagh in County Galway. Almost certainly painted in December 1913 when Henry was preparing for his 1914 Belfast exhibition. Henry then stayed at 'The Bungalow', in Aasleagh in readiness for his forthcoming exhibition, *Pictures of Connemara by Mr. & Mrs. Paul Henry*, in the Art Gallery of the Belfast Industrial Development Association, Queen's Street, Belfast, from 19 February until 5 March 1914. In the simple, but dramatic elegance of the composition, with blocks of colour juxtaposed with one another and the clouds rising above, we can see the influence of Post-Impressionism that characterises Henry at his best. The brushwork, which is tellingly descriptive of form and structure, is forceful, notably in the handling of the expanse of water which occupies the foreground. 'I often think', he wrote at the time, 'that you cannot do justice to this great country—the west of Ireland—except in words and music. God knows I wish I had the gift of one or the other as the place is inspired & inspiring'.

There are two pencil drawings for this composition in the artist's sketchbooks (National Gallery of Ireland, 7631). An almost identical composition to *Leenane* (Kennedy 385) and *Leenane* (Kennedy 386) in S. B. Kennedy, *Paul Henry: with a catalogue of the Paintings, Drawings, Illustrations*, Yale University Press, New Haven & London, 2007.

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



50

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

Moonlight - The Bridge
signed 'J Lavery' (lower right)
oil on canvas
62.8 x 76.2 cm. (24 3/4 x 30 in.)
Painted in 1912

£18,000 - 25,000

€20,000 - 28,000

US\$22,000 - 31,000

Provenance

Lord & Lady Lucas, by 1914
Sale; Phillips, London, 19 June 1984, lot 17
Sale; Phillips, London, 7 June 1994, lot 36, where acquired by
The Jefferson Smurfit Group
Private Collection, Dublin
Sale; Whyte's, Dublin, 26 April 2005, lot 110, where acquired by the
present owner
Private Collection, Ireland

Exhibited

London, Grosvenor Gallery, *A Retrospective Exhibition of the Works of John Lavery, 1880-1914*, 1914, cat.no.146 (where lent by Lord Lucas)



51

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

Evening Tangier Looking Towards Algeciras
signed 'J Lavery' (lower right); further signed and inscribed 'EVENING-
TANGIER/BY/JOHN LAVERY' (verso)
oil on canvasboard
25.4 x 35.6 cm. (10 x 14 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

The Artist, by whom gifted to
Donald Jenkins, thence by descent
Sale; Christie's, London, 20 May 1999, lot 53
With Duncan R. Miller Fine Arts, London, where acquired by the
present owner
Private Collection, U.K.

Exhibited

London, Frost & Reed, 1951



52 AR

WILLIAM JOHN LEECH (1881-1968)

Back Gardens

signed 'Leech' (lower right); further signed and titled "'Back Gardens' by William J. Leech R.H.A.' (on a label attached to the frame)

oil on canvas

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

Painted circa 1945

£8,000 - 12,000

€8,900 - 13,000

US\$9,800 - 15,000

Provenance

Stephen O'Mara, Limerick, thence by descent to the present owner
Private Collection, U.K.

Literature

Denise Ferran, *William John Leech, An Irish Painter Abroad*, Dublin,
National Gallery of Ireland, 1996, p.86

53 AR

FREDERICK EDWARD MCWILLIAM (1909-1992)

Two Standing Figures

signed with initials 'MCW' (on the base)

bronze with a brown patina on a stone base

36.2 cm. (14 1/4 in.) high (excluding the base)

Conceived in 1956

£10,000 - 15,000

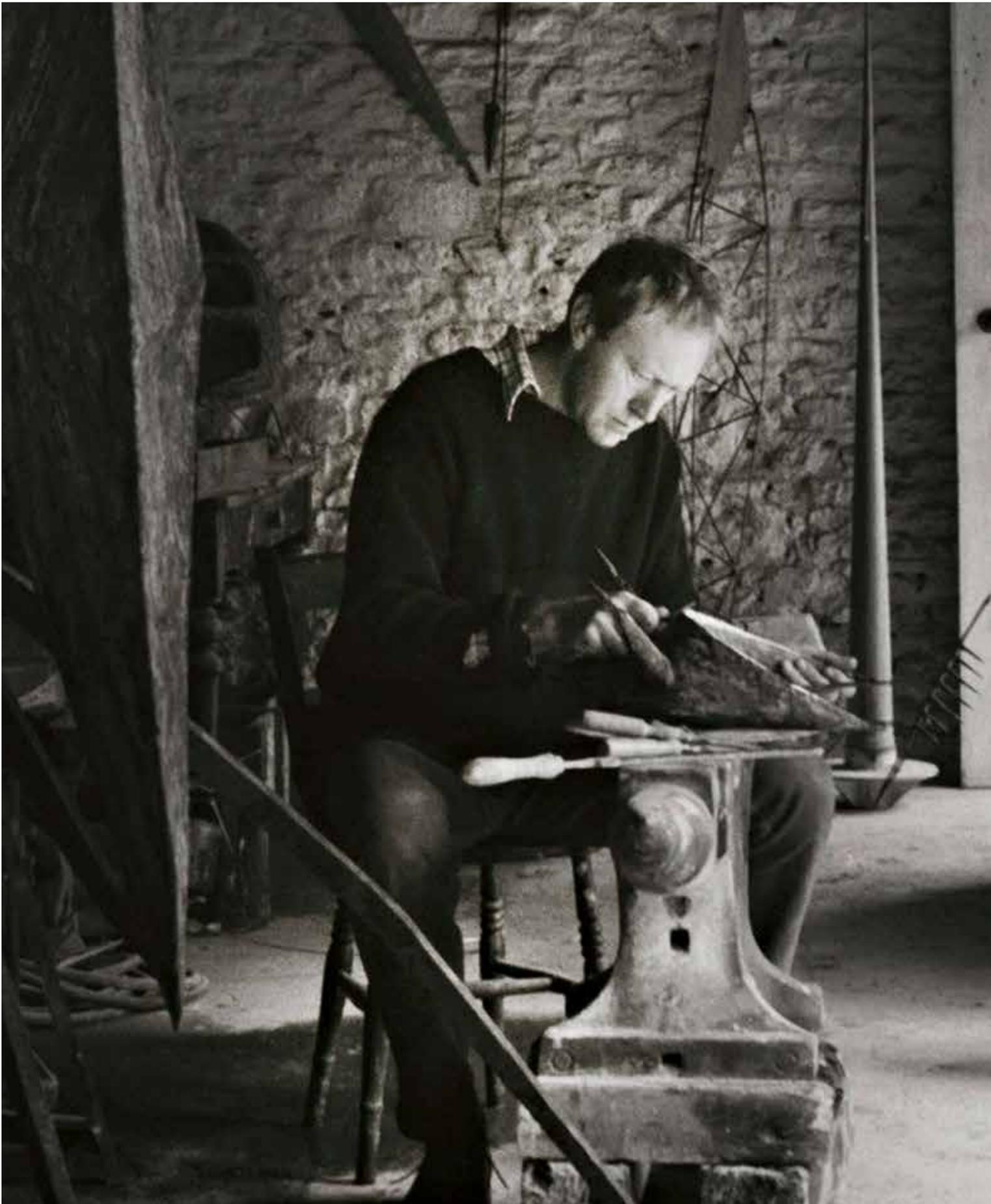
€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Private Collection, Northern Ireland







Lynn Chadwick, 1957 by Ida Kar © National Portrait Gallery, London

54* AR

LYNN CHADWICK R.A. (1914-2003)

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

£30,000 - 50,000

€33,000 - 56,000

US\$37,000 - 61,000

Provenance

Private Collection, Australia

Literature

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

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



55^{AR}

LYNN CHADWICK R.A. (1914-2003)

Walking Couple II

stamped with initial and numbered 'C/C60 S/EA1' and stamped with a

Pangolin Editions foundry stamp (underneath)

bronze with a black patina and polished faces

44.5 cm. (17 1/2 in.) high

Conceived in 1987, an artist's cast, aside from the edition of 9

£60,000 - 80,000

€67,000 - 89,000

US\$73,000 - 98,000

Provenance

The family of the Artist

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund

Humphries, Aldershot, 2014, p.372, cat.no.C15 (ill.b&w, another cast)





56* AR

LYNN CHADWICK R.A. (1914-2003)

Beast XI Second Maquette
signed, numbered and dated '226 B 1/4/
Chadwick/1966' (underneath)
bronze with a light brown patina
53.4 cm. (21 in.) long

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

Calvin R. Vander Woude, California (prior to 1989)

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Aldershot, 2014, p.148, cat.no.226B

We are grateful to Éva Chadwick for her assistance in cataloguing the present work.



57

57* AR

LYNN CHADWICK R.A. (1914-2003)

Standing Woman III
signed with initial and numbered 'C/C57S/8/9' (underneath)
bronze with a black patina and polished face
30.5 cm. (12 in.) high
Conceived in 1987

£12,000 - 18,000
€13,000 - 20,000
US\$15,000 - 22,000

Provenance

Private Collection, Australia

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Aldershot, 2014, p.371, cat.no.C57S (another cast)



58

58* AR

LYNN CHADWICK R.A. (1914-2003)

Cloaked Figure VIII
signed with initial and numbered 'C/755/6/8' (under the cloak)
bronze with a black patina
25.4 cm. (10 in.) high
Conceived in 1977

£12,000 - 18,000
€13,000 - 20,000
US\$15,000 - 22,000

Provenance

Private Collection, Australia

Exhibited

London, Marlborough Fine Art, *Chadwick, Recent Sculpture*, 8 February-10 March 1978 (ill., another cast); this exhibition travelled to Zurich, Marlborough Galerie, 4 April-31 May 1978

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Aldershot, 2014, p.326, cat.no.755 (ill.b&w, another cast)



59 AR

GERALD LAING (1936-2011)

Study for "Capriccio"

stamped with studio stamp (lower left); signed, titled and dated 'Study for "CAPRICCIO 2004" Gerald Laing' and further stamped with studio stamp twice (on the canvas overlap)

oil on canvas

91.5 x 81.3 cm. (36 x 32 in.)

This work is recorded as CR616 in the Artist's archive

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

Purchased directly from the Artist by the present owner in 2007
Private Collection, U.K.

Exhibited

Cambridge, King's College, *Gerald Laing, War Paintings*, 2005

Gallery Salvador, Paris, 2005

Wolverhampton, Wolverhampton Art Gallery, *Pop Protest: Art for an Anxious Age*, 1 May-30 October 2010 (where lent by the present owner)

Please note that this work is accompanied by a copy of a letter from the Artist to the present owner discussing the work.



60 AR

ALAN DAVIE R.A. (1920-2014)

Variations for Tiger's Tail. No. 1
signed and dated 'Alan Davie/Aug 1960' (verso)
oil on canvas
44.5 x 80 cm. (17 1/2 x 31 1/2 in.)

£20,000 - 30,000
€22,000 - 33,000
US\$24,000 - 37,000

Provenance

With Gimpel Fils, London
With Emer Gallery, Belfast, where acquired by the father of the present
owner, thence by descent
Private Collection, Ireland

Exhibited

Edinburgh, Crestine Art Gallery

61 TP

JOHN HOYLAND R.A. (1934-2011)

Harvest 6.3.81

signed 'John Hoyland' (on the stretcher) and titled

'HARVEST/6.3.81' (verso)

acrylic on cotton duck

229 x 244 cm. (90 x 96 in.)

(unframed)

£30,000 - 50,000

€33,000 - 56,000

US\$37,000 - 61,000

Provenance

Private Collection, U.K.

Exhibited

Tokyo, Metropolitan Art Gallery, *Aspects of British Art Today*, organised by The British Council, 27 February-11 April 1982, cat.no.139; this exhibition travelled to Tochigi, Tochigi Prefectural Museum of Fine Arts, 24 April-30 May, Osaka, National Museum of Modern Art, 12 June-25 July, Fukuoka, Fukuoka Art Museum, 5-29 August and Sapporo, Hokkaido Museum of Art, 11 September-10 October

Literature

Mel Gooding, *John Hoyland*, Thames & Hudson, London, 2006, p.114 (col.ill.)

Harvest belongs to a series of works executed between 1980 and 1982 in which Hoyland rotates the rectilinear forms, which had occupied him since the mid-1960s, forty-five degrees and thereby introduced the diamond motif to his visual lexicon. He comments:

'I tried gradually to break from the rectangle and its relationship to the framing edge, and at the same time tried to bring physicality and tactility to the surface. I worked in a kind of open-ended series, moving from the rectangle to the stressed rectangle and eventually to the dynamic of the diagonal, the form with the greatest potential to suggest movement. This led me to the diamond and the use of the triangle' (John Hoyland quoted in Mel Gooding, *John Hoyland*, Thames & Hudson, London, 2006, p.119).

Mel Gooding notes these works 'irresistibly recall' Matisse's *Escargot* (1953), a work which Hoyland admired. The seismic shift from the compositional confines of the canvas edge opened great avenues for Hoyland.

In his notebook against the present work Hoyland wrote 'Cendras', a reference to the Swiss poet Blaise Cendras. Hoyland named at least four of his works after Cendras poems.

We are grateful to Wiz J, Patterson Kelly for her assistance in cataloguing the present work.



62 AR TP

JOHN HOYLAND R.A. (1934-2011)

New Born Sun (Rising) 11.9.94

signed and titled 'NEW BORN/SUN/11.9.94/John Hoyland' (verso)

acrylic on cotton duck

229 x 244 cm. (90 x 96 in.)

(unframed)

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 43,000

Provenance

With Theo Waddington Fine Art, London

Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 4 June-13

August 1995, cat.no.691

Literature

Mel Gooding, *John Hoyland*, Thames & Hudson, London, 2006, p.165

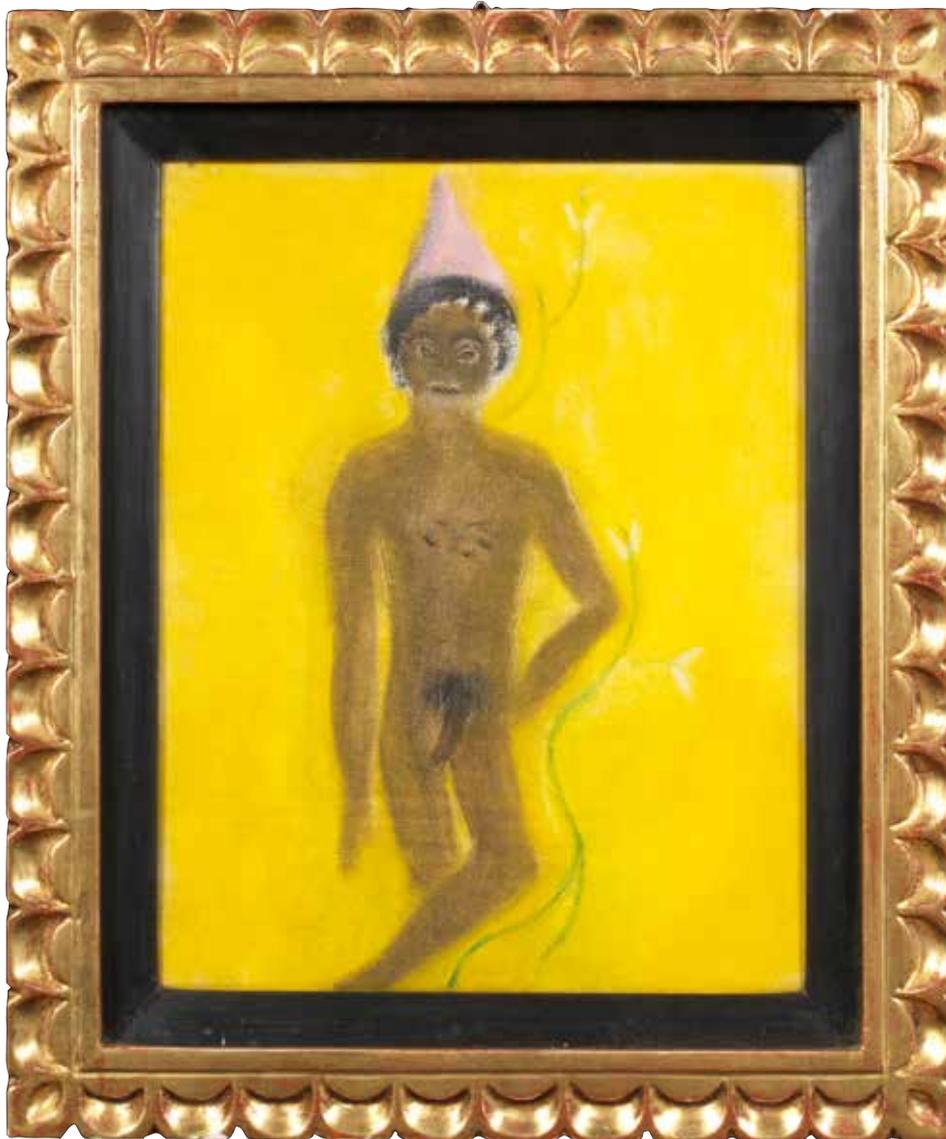
(col.ill.)

New Born Sun (Rising) should be seen as the culmination of a series of Hoyland's works referred to as the ideographic paintings. These works were executed between 1987 and 1994, a period in which Hoyland travelled extensively. The Caribbean, Mediterranean, Australia, Indonesia and United States were amongst the many destinations visited. Hoyland's experiences of these voyages fed into his works throughout the period, which become increasingly expressive and gestural. Mel Gooding elaborates:

"The ideographic paintings of the late 'eighties and early 'nineties had as their essential subject the identification of the artist as an emanation of nature, the creative imagination as a central protagonist in the cosmic drama. Behind that, at times, there were hidden and darker themes, counterpoints to the joyful ecstasies and the exhilarating extravagance of the paint in action: the defiance of the over-reacher confronted by dark gods; the destructive turbulence of the macro-cosmos; the microcosmic violence of sex." (John Hoyland quoted in Mel Gooding, *John Hoyland*, Thames & Hudson, London, 2006, p.163).

We are grateful to Wiz J. Patterson Kelly for her assistance in cataloguing the present work.





63 AR

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

Picture for Italian Shepherd
titled and dated 'Picture for Italian Shepherd 1978' (on the canvas
overlap)

oil on canvas

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

£5,000 - 7,000

€5,600 - 7,800

US\$6,100 - 8,600

Provenance

With Timothy Taylor Gallery, London
Private Collection, U.K.

Exhibited

Bath, University of Bath, *Craigie Aitchison*, June 2010



64 AR

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

Still-Life No. 3

oil on canvas

45.8 x 35.6 cm. (18 x 14 in.)

Painted in 1973

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

With Rutland Gallery, London, 1975 where acquired by
Dr. Lewson

Sale; Sotheby's, London, 8 March 1995, lot 113 (as front cover)

Sale; Christie's, London, 19 March 2004, where acquired by the
present owner

Private Collection, U.K.

Exhibited

London, Rutland Gallery, *Exhibition of Recent Paintings by Craigie
Aitchison*, March-April 1975, cat.no.7

Literature

Cate Haste, *Craigie Aitchison*, Lund Humphries, London, 2014, p.110,
pl.95 (col.ill.)

65 AR

EUAN UGLOW (1932-2000)

Nude on Back with Knees Raised

oil on canvas

55.3 x 66 cm. (21 3/4 x 26 in.)

Painted in 1961

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

A gift from the artist

Private Collection, U.K.

Acquired from the above by Yale University Press

Literature

Catherine Lampert, *Euan Uglow, The Complete Paintings*, Yale University Press, New Haven and London, 2007, p.47, cat.no.120 (col.ill.)

Please note that there is an upright woodland scene by the same hand verso.

Nude on Back with Knees Raised appears to be a development of Uglow's oil, *Nude of an Italian Girl* (1959-60). There are slight differences between the earlier work and the present example; the model's head is raised, her far hand rests on her stomach not the mattress, her feet are slightly separated and the overall composition is mirrored left to right. However, the positioning of the model, her placement within the pictorial space and the tonal make-up of the work is generally similar. Of *Nude of an Italian Girl*, and relevant to the present work, Catherine Lampert comments 'Both pose and light-filled setting recall paintings of the legend of Danaë, who was showered with gold by Zeus and bore his child, as sumptuously imagined by Titian, Rembrandt and many others. It resembles also a charcoal drawing of a reclining nude by Matisse (Uglow kept a photograph of this in the studio).' (Catherine Lampert, *Euan Uglow, The Complete Paintings*, Yale University Press, New Haven and London, 2007, p.43).

The pyramidal form created by the raised knees in these works is returned to in later pictures, perhaps with the greatest effect in *The Quarry, Pignano* (1979-80, Arts Council Collection, London) in which the figure's undulations are metaphorically rendered as hills over which to roam.



66 AR

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

Man with Goggles

signed and numbered 'Frink/1/7' (on the base)

bronze with a dark brown patina

49.5 cm. (19 1/2 in.) high

Conceived in 1968

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 43,000

Provenance

Private Collection, U.K.

Sale; Bonhams, London, 28 May 2014, lot 70

Private Collection, U.K.

Literature

Jill Wilder (ed.), *Elisabeth Frink Sculpture, Catalogue Raisonné*, Harpvale Books, Salisbury, 1984, p.175, cat.no.174 (ill.b&w, another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.114, cat. no.FCR201 (ill.b&w, another cast)

Conceived alongside Frink's iconic *Goggle Heads*, the small series of six standing figures with goggles address similar themes to their bust counterparts. Drawn from photographs of Moroccan General Mohamed Oufkir, identified by his dark sunglasses and who was implicated in the assassination of the leader of the Moroccan Independence Party, the *Goggle Heads* tackle a duality of man as both an aggressor and invalid. The goggles suggest a symbol of power, yet act as an impairment to vision. The standing versions are more vulnerable still; the figure, once a menace, is now quite literally now un-armed. His body has been distorted to an elegant line from ankle to shoulder, tentatively venturing forward.





67 AR

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

Small Eagle

signed and numbered 'Frink 7/9' (on the base)

bronze with a brown patina

23.5 cm. (9 1/4 in.) high

Conceived in 1962

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

With The Waddington Galleries, London, 6 September 1963, where purchased by the family of the present owner
Private Collection, U.K.

Exhibited

London, The Waddington Galleries, *Elisabeth Frink*, 28 November-21 December 1963, cat.no.15 (as *Eagle*, another cast)

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

Literature

'Tate & Lyle Times', January 1968, (col.ill. on the cover, this cast)

Jill Wilder (ed.), *Elisabeth Frink Sculpture, Catalogue Raisonné*, Harpvale, London, 1984, pp.156-157, cat.no.92, (ill.b&w, another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.85, cat. no.FCR116 (ill.b&w, another cast)

The present work relates to the commissioned lectern for Coventry Cathedral (1962).



68^{AR}

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

Bird

signed and numbered 'Frink/5/7' (on the base)

bronze with a brown patina

40 cm. (15 5/8 in.) high

Conceived in 1966

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Private Collection, U.K.

Literature

Jill Wilder (ed.), *Elisabeth Frink Sculpture, Catalogue Raisonné*, Harpvale, London, 1984, p.168, cat.no.148, (ill.b&w, another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.104, cat. no.FCR116 (col.ill., another cast)

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

Wellington House Academy: Nude

signed 'Sickert' (lower left)

oil on canvas

46 x 35.6 cm. (18 1/8 x 14 in.)

Painted circa 1913

£60,000 - 80,000**€67,000 - 89,000****US\$73,000 - 98,000****Provenance**

J. William Freshfield, circa 1930, thence by descent to

Mr & Mrs Robert Dennis, thence by descent to the present owner

Private Collection, U.K.

ExhibitedLondon, Thomas Agnew & Sons, *Retrospective Exhibition of Pictures by W.R. Sickert, A.R.A.*, November-December 1933, cat.no.16

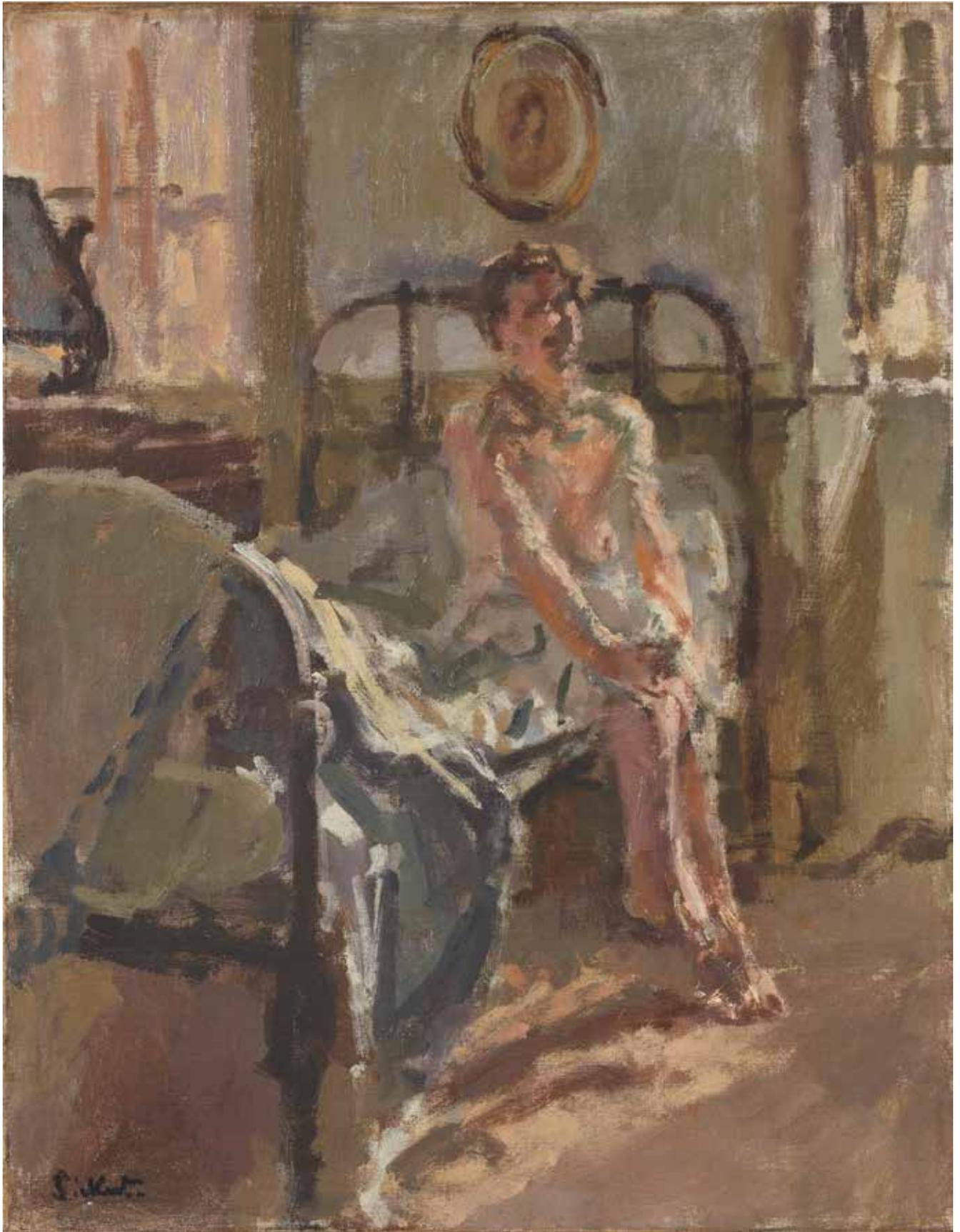
Paris, 1938, cat.no.5

London, Thomas Agnew & Sons, *Sickert: Centenary Exhibition of Pictures from Private Collections*, 14 March-14 April 1960, cat.no.81**Literature**Wendy Baron, *Sickert*, London, Phaidon, 1973, under cat.no.307Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New Haven and London, 2006, p.401, cat.no.405 (ill.b&w)

Sickert, who began his life as an actor, brought his love of drama to the heart of his work as a painter. He relished the individual character, associations and atmosphere of his many studios in Camden Town and Fitzrovia. For example, 6 Mornington Crescent, the address where his landlady was convinced that Jack the Ripper had been her lodger some 18 years before Sickert rented her first floor in 1906, was the setting for some of his gloomiest, most sordid and ambiguous paintings of the nude. The studio which he frankly called 'his theatre in Granby Street', that is the rooms he rented from 1908 to autumn 1914 round the corner from Mornington Crescent, was the setting in which he developed the full range of his domestic dramas. The large house at the junction of Granby Street and 247 Hampstead Road had once housed 'Wellington House Academy', the school attended from 1824-27 by Charles Dickens. The inscriptions on several drawings demonstrate Sickert's delighted revival of this historical reference. His response to the high ceilings, large windows and generous proportions of the rooms at 247 Hampstead Road was to use them as settings for what he called 'Scenes of intimate life'. From 1911 until the summer of 1914, nearly all his two-figure compositions featuring 'Hubby' as model were situated in Wellington House. He rearranged the furniture, the pictures on the walls and the ornaments, to create allusive stage sets, each seeming to embrace a scene from a play. The stuffed bird in a glass case signals the claustrophobic mood of *Ennui*; the gilt overmantel mirror and a chintz-covered daybed support pictures which hint at gracious living; a grand piano suggests an artistic middle-class milieu. The furniture naturally included an iron bedstead which appears as a prop in several two-figure subjects, most of which suggest commonplace domestic tensions: *That Boy of mine will ruin me*, *My Awful Dad*, *Amantium Irae*, to select a few examples.

In contrast, tension is absent from the small number of single-figure subjects to incorporate the bed - all works of about 1913. Two paintings, the present work and *The Blue Hat* (Manchester Art Gallery) stand out as among the most attractive interior figure scenes ever painted by Sickert. Each sparkles with sunlight pouring in from the windows which flank the bed. The girl in *The Blue Hat* is clothed, seated in front of the dressing table as she turns, smiling, to look at us: a twentieth-century Vermeer. In the present work, despite the unmade bed and the model's nudity, nothing hints at the sordid or salacious. The bed clothes are arranged to protect the young woman's modesty as she awakes to a sunlit day. A raking light pours in from the right-hand window to catch the contours of her face, body and the crumpled bedclothes. The surface of the painting, with its restrained palette enhancing the subtlety of the tonal construction, is alive with dabs and smears and stains of paint. It is a brilliant illustration of the effect Sickert described in his essay of 1910, 'The Naked and the Nude: 'Perhaps the chief source of pleasure in the aspect of a nude is that it is in the nature of a gleam - a gleam of light and warmth and life. And that it should appear thus, it should be set in surroundings of drapery or other contrasting surfaces'.

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





70

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

Study for 'Wellington House Academy; Nude'

signed 'Sickert' (lower left)

pencil, wash, pen and ink

35.7 x 27 cm. (14 1/8 x 10 5/8 in.)

£8,000 - 12,000

€8,900 - 13,000

US\$9,800 - 15,000

Provenance

With R.E.A. Wilson, London (as *Study for 'Yvonne'*)

Private Collection, U.K.

We are grateful to Dr. Wendy Baron for her assistance in cataloguing the present work.



71* AR

AUGUSTUS EDWIN JOHN O.M. (1878-1961)

Dorelia

signed 'John' (centre right)

charcoal

34.3 x 23.5 cm. (13 1/2 x 9 1/4 in.)

Executed circa 1904-06

£40,000 - 60,000

€44,000 - 67,000

US\$49,000 - 73,000

Provenance

With The Fine Art Society, London, October 1971

Private Collection, U.S.A

Exhibited

Cardiff, National Museum and Gallery, *Themes and Variations; The Drawings of Augustus John 1901-1931*, 20 July-1 September 1996; this exhibition travelled to London, Spink & Son, 9 September-4 October and Conwy, Royal Cambrian Academy, 2 November-1 December

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

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

The Looking Glass, Fitzroy Street

oil on canvas

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

Painted *circa* 1906

£50,000 - 80,000

€56,000 - 89,000

US\$61,000 - 98,000

Provenance

With Beaux Art Gallery, London

Helen Lessore

Lawrence Harvey

Sale; Bonhams, London, 25 March 2003, lot 28, where acquired by the present owner

Private Collection, U.K.

Exhibited

London, Parkin Gallery, *The Sickert Women and The Sickert Girls*, 1974 (as *Camden Town Interior - The Looking Glass*)

Literature

Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New Haven and London, 2006, p.323, cat.no.270.2

The Looking Glass, Fitzroy Street, Walter Sickert's complex and intriguing early Camden Town painting, is included alongside his oil, *The Studio: The Painting of a Nude* in Wendy Baron's 2006 catalogue of the artist's work (see literature reference above). Both, believed to have been painted *circa* 1906, depict a female nude positioned in the foreground, which is reflected beyond in a mirrored wardrobe inside a dimly lit bedroom. Others that are similar were painted at around the same time, usually portraying the female nude standing, such as *Nude before Mirror: Fitzroy Street*, *Nude in a Mirror* and *Nude at Mirror*, rather than her reclining on a bed such as in the present work. In *The Looking Glass, Fitzroy Street* the palette is typical of this period. Lillian Browse described it as 'the tone of the grimy Tintoretto panels in the Scuola di San Rocco [Sickert had recently returned from Venice]; the flesh is deep cream with umber, green, and purple modulations; the background is deep olive green with purple notes...'. As was customary however, the canvases were lifted by the introduction of carefully applied dabs of brilliant white, at times on the flesh of his models, or in the case of this picture at the top of the chair. Other broader notes of colour are then included. The rich bottle green of the upholstered chair, the dash of yellow in the reflected mirror (the model's clothes?) and the pink of the bedspread.

Unlike the other paintings from this suite, *The Looking Glass, Fitzroy Street* concentrates primarily on the reflected image of the model. We view her from behind, without any garments, which means the actual figure is facing us. Although the artist's editing, in a manner similar to Edgar Degas, means only her lower half is shown.

Whilst much has been written over the years about the influence of Edgar Degas and Edouard Vuillard on Sickert's aesthetic, Wendy Baron suggests another key inspiration was Georges Rouault, whom the artist probably saw at either the 1904 or 1905 Salon d'automne before his return to London:

'At this period in his career, Camden Town was Sickert's stage, his Barbizon, as he wrote in 1910'

Wendy Baron

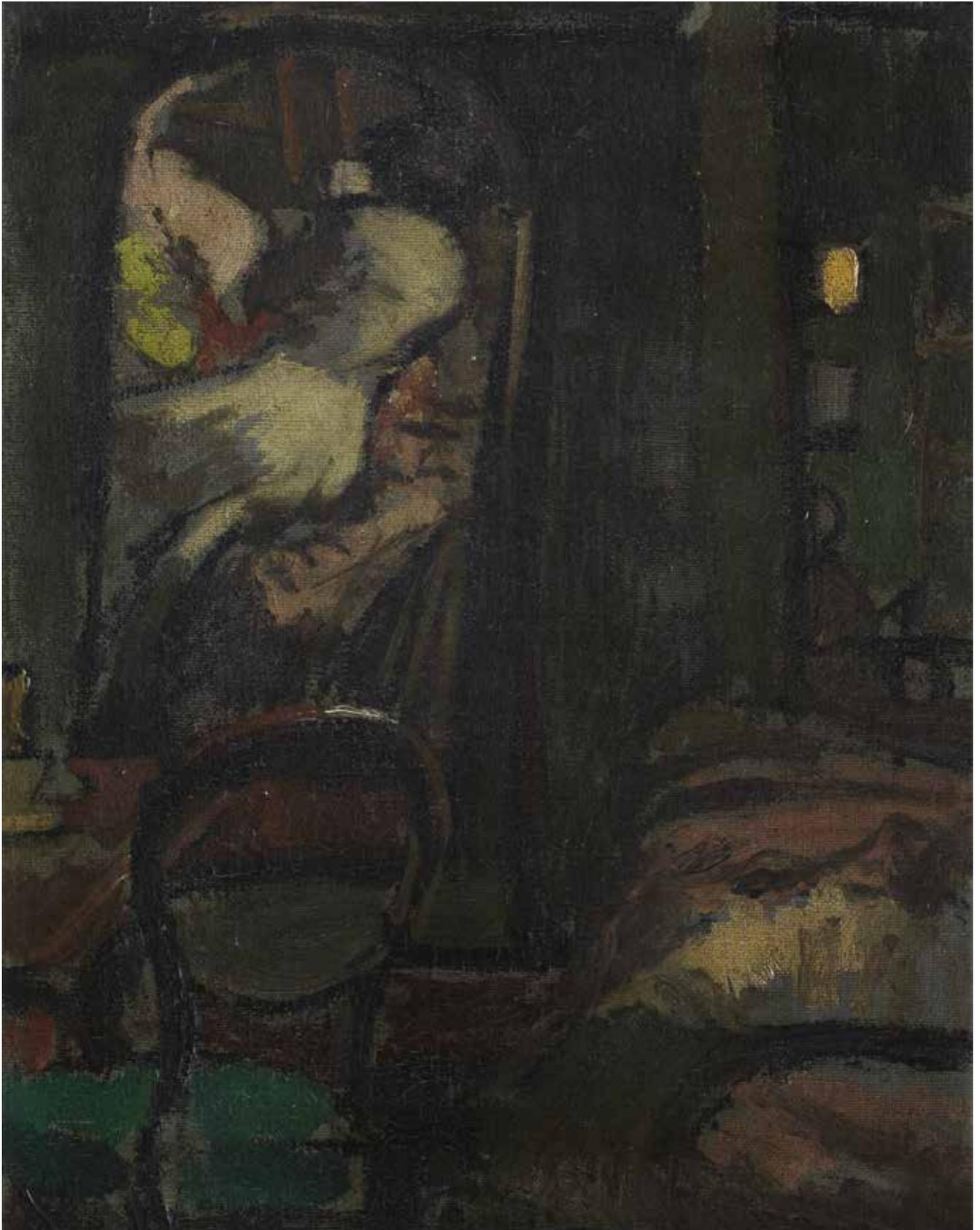
'Possibly Sickert was most deeply and directly influenced by Rouault. Rouault's subject-matter – shabby whores instead of gorgeous courtesans – was of the type that attracted Sickert: Rouault also denied the bright colour of and the joyful hedonism of Matisse and his colleagues. Sickert's use of the crude, thick outline drawing, the cruel distortions resulting from his shorthand notation, and his harsh brutality of mood and means of expression could all have been inspired by Rouault's work.' (Wendy Baron, *Sickert, Paintings and Drawings*, Yale University Press, New Haven and London, 2006, p. 57).

During 1906 Sickert's paintings of interiors with nudes became more ambitious and accomplished. *The Looking Glass, Fitzroy Street* is a very fine example of this change, where the artist challenges himself to experiment with complex spatial arrangements introduced by the mirrored wardrobe, the recession of the bed and the chair and desk in the left foreground. As Baron explains:

'Sickert did not use the reflection to primarily achieve a decorative counterpoint of pattern and colour (as had earlier painters such as Whistler or Ingres). His juxtaposition of the real image and its reflection, which includes a cross-reflection of another mirror within the main reflected image was designed to elaborate our appreciation of different aspects of the interior through the creation of a close-knit structure of contrasting diagonal and parallel lines.' (Op.Cit. p.59).

These early Camden Town interior paintings from 1906-1909 are significant in that they illustrate brilliantly what Sickert had absorbed at the beginning of the decade during his time in Paris. For the first time in English painting the ideas and creativity in works by Pierre Bonnard, Henri Toulouse-Lautrec and Edouard Vuillard were presented to an audience who were mostly unaware of the shift in style taking place on the continent.

We are grateful to Dr. Wendy Baron for her assistance in cataloguing the present work.



73* AR TP

LAWRENCE HOLOFCENER (BORN 1926)

The Allies

signed and numbered 'L.HOLOFCENER/AC E' (on the base of Churchill's jacket)

bronze with a brown patina and wooden bench

183 cm. (72 in.) long

Conceived in 1995

£150,000 - 200,000

€170,000 - 220,000

US\$180,000 - 240,000

Provenance

Private Collection, U.S.A.

Exhibited

Palm Beach, Florida, Society of the Four Arts (another cast on permanent loan)

Lawrence HoloFcener was born in Baltimore, Maryland, and has exhibited across the U.S.A. as well as in the U.K. The artist's sculpture frequently depicts famous individuals and in 1985 Laurence Olivier unveiled HoloFcener's portrait, *Faces of Olivier*, at the Chichester Festival Theatre. Exactly ten years later H.R.H. The Princess Margaret unveiled a cast of his most famous work, *The Allies*, between Old and New Bond Street. Now a major London landmark, it was gifted to the City of Westminster by the Bond Street Association to commemorate fifty years of peace.

The Allies depicts Sir Winston Churchill and Franklin D. Roosevelt in relaxed conversation and is a fitting tribute to the celebrated politicians who together implemented the Atlantic Charter. The Charter was first issued in August 1941 and set goals for peace in the post-war world including freedom from fear and want, and the abandonment of the use of force. Churchill and Roosevelt's bond secured a strong transatlantic partnership that enhanced international security and helps to explain the 'special relationship' that is frequently discussed today. In keeping with their principles, *The Allies* is an approachable sculpture with the space in between the two leaders open for us, the viewer, to occupy.

Another cast was sold in these rooms for £409,250 (14 November 2012, lot 41).







74^{AR}

AUGUSTUS EDWIN JOHN O.M. (1878-1961)

Two Children in the Garden

titled 'Two children in the garden' (verso)

oil on panel

23.5 x 33 cm. (9 1/4 x 13 in.)

Painted in 1910

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

With The Adams Gallery, London, where acquired by the present owner

Private Collection, U.K.

Exhibited

Probably London, Chenil Gallery, *Provençal Studies and other works by Augustus John*, November-December 1910

London, National Portrait Gallery, *Augustus John*, March-August 1975, not numbered

London, Barbican Art Gallery, *Modern Art in Britain 1910-1914*, 20 February-26 May 1997, cat.no.112 (col.ill.)

London, Olympia, *Augustus John*, 23-28 February 1999, cat.no.286

The present work is thought to be one of a group of forty-eight 'Provençal Studies' shown by John at the Chenil gallery in the winter of 1910. Noted for their Post-Impressionistic approach, the group was reviewed favorably in the *Sunday Times* including mention of "The Children in the Garden" which had "beautiful tones of grey green to enhance the subdued tints in clothes of the sculpturesque group of children" (*Sunday Times*, 4 December 1910), presumed to refer to the present work.

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



75

LUCIEN PISSARRO (1863-1944)

The Heather Patch, Fishpond
signed with monogram and dated '1915' (lower left); titled 'The
Heather Patch Fishpond' (on the stretcher)
oil on canvas

53.8 x 65.1 cm. (21 1/8 x 25 5/8 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

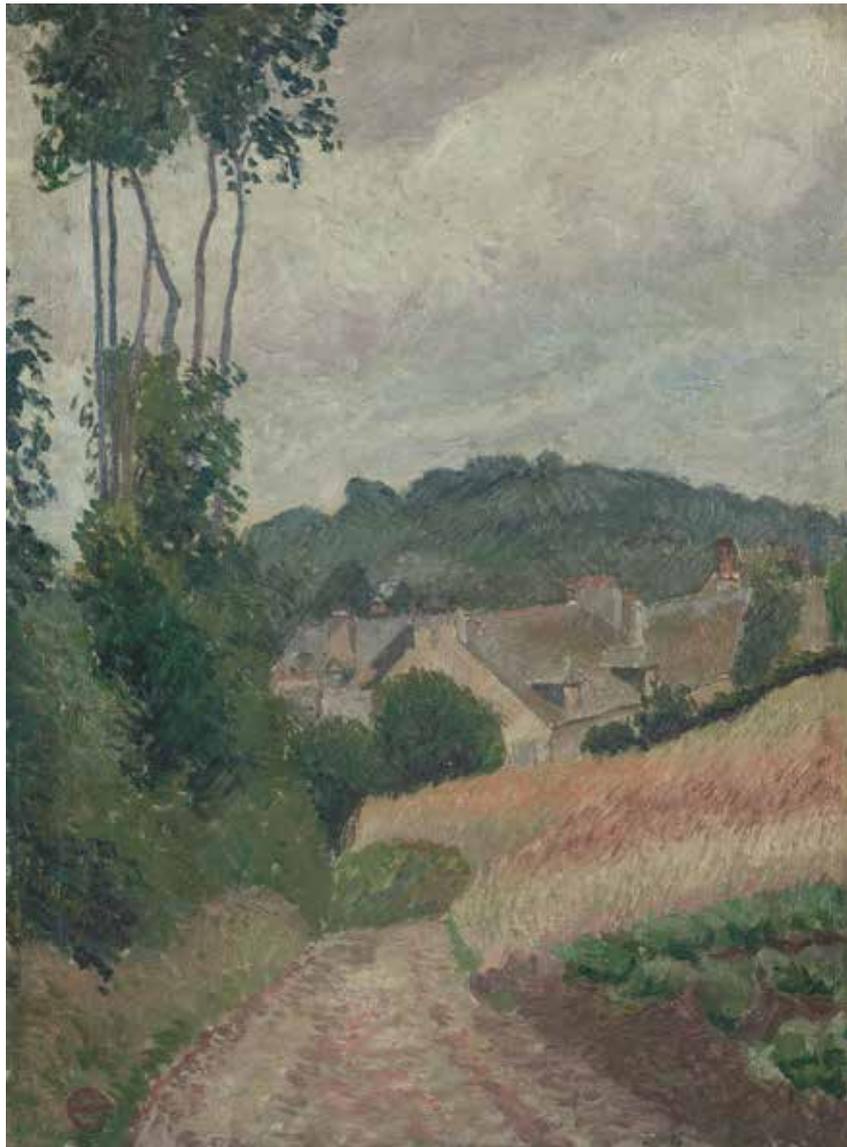
The Artist, until 1949
Private Collection, U.K.

Exhibited

London, New English Arts Club, December 1923-January 1924, cat.
no.66
London, French Gallery, May 1929, cat.no.40
Rochdale, Arts Exhibitions Bureau, 1935-36, cat.no.32
London, Leicester Galleries, *Modern British Artists*, October-November
1939, cat.no.11
Doncaster, Art Gallery and Museum, April 1940, cat.no.47
London, Leicester Galleries, *A Collection of Paintings by Lucien
Pissarro*, June-July 1950, cat.no.19
London, Arts Council Gallery, *Lucien Pissarro, 1863-1944: A
Centenary Exhibition of Paintings, Watercolours, Drawings and
Graphic Work*, 10 January-9 February 1963, cat.no.33; this exhibition
travelled to Manchester, City Art Gallery, 9-30 March, Bristol, City Art
Gallery, 6-27 April, Dundee, City Art Gallery, 4-25 May, Colchester, The
Minories 1-22 June and Oxford, Ashmolean Museum, 3-21 July

Literature

Anne Thorold, *A Catalogue of the Oil Paintings of Lucien Pissarro*,
Athelney Books, London, 1983, cat.no.217, p.p.116-117 (ill.b&w)



76

LUCIEN PISSARRO (1863-1944)

Road Down Hill, Harfleur

signed with monogram (lower left) and inscribed 'HARFLEUR' (on the stretcher)

oil on canvas

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

Painted in 1903

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 37,000

Provenance

The Artist, until 1949

Esther Pissarro, by whom given to

Princess Lulie Huda, thence by descent to the present owner

Private Collection, U.K.

Exhibited

Pontoise, Musée Tavet-Delacour and Dieppe Cedex, Musée-Chateau de Dieppe, *Lucien Pissarro et le Post-Impressionnisme Anglais: Lucien Pissarro*, Walter Sickert, Spencer Gore, Harold Gilman, November 1998-June 1999, cat.no.10

Literature

Anne Thorold, *A Catalogue of the Oil Paintings of Lucien Pissarro*, Athelney Books, London, 1983, cat.no.98, pp.74-75 (ill.b&w)

Princess Lulie Huda (1916-2012) lived a fascinating life. She was one of the first Arab women to graduate from a Western university (Oxford, 1939), a pioneer of 20th-century feminism and female political activism, close friend of Dame Freya Stark and partner of Sir John Foster MP. Princess Lulie also studied at the Courtauld Institute in the late 1940s under Sir Anthony Blunt, former surveyor of the Queen's art collection, and with his encouragement and the guidance of Esther Pissarro she began to write a biography of Camille Pissarro and worked on a catalogue of his paintings for the Ashmolean Museum.



77

LUCIEN PISSARRO (1863-1944)

The Hillside Berneval

signed with monogram (lower right); further signed and inscribed 'The Hillside/Berneval/Lucien Pissarro/The Brook/Hammersmith' (on the stretcher)

oil on canvas

65.1 x 54.3 cm. (25 5/8 x 21 3/8 in.)

Painted in 1900

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 43,000

Provenance

The Artist, until 1949

Esther Pissarro, by whom given to

Princess Lulie Huda, thence by descent to the present owner

Private Collection, U.K.

Exhibited

London, New English Art Club, 1907, cat.no.138

London, Anthony d'Offay, *Lucien Pissarro 1863-1944* 15 July-20 August 1983

Pontoise, Musée Tavet-Delacour and Dieppe Cedex, Musée-Chateau de Dieppe, *Lucien Pissarro et le Post-Impressionisme Anglais: Lucien Pissarro*, Walter Sickert, Spencer Gore, Harold Gilman, November 1998-June 1999, cat.no.9

Literature

'The Guardian', 5 June 1997

'Chiswick Times', 14 June 1907

Anne Thorold, *A Catalogue of the Oil Paintings of Lucien Pissarro*, Athelney Books, London, 1983, cat.no.90, pp.72-73 (ill.b&w)

Please see note for lot 76.



78^{AR}

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

Spring Evening, Yorkshire

titled 'Spring Evening, Yorkshire' (on the stretcher)

oil on canvas

61.1 x 91.4 cm. (24 x 36 in.)

£8,000 - 12,000

€8,900 - 13,000

US\$9,800 - 15,000

Provenance

With James Bourlet, London

Private Collection, U.K.



79^{AR}

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

Landscape with cottage
signed with monogram (lower left)

oil on canvas

61 x 91.4 cm. (24 x 36 in.)

£8,000 - 12,000

€8,900 - 13,000

US\$9,800 - 15,000

Provenance

Private Collection, U.K.



80 AR

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

The Young Golfer (Portrait of Ms. Joyce Rigby)
signed 'Jagger' (lower left) and dated '1939' (lower right)
oil on canvas
63.5 x 76.8 cm. (25 x 30 1/4 in.)

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Commissioned by the sitter, thence by family descent to the present owner
Private Collection, U.K.

Exhibited

Sheffield, Mappin Art Gallery, *The Art of the Jagger Family*, 8 June-6 July 1940, cat.no.37
Sunderland, Public Art Gallery, *The Art of the Jagger Family*, 24 April-26 May 1940, cat.no.22

Ms. Joyce Rigby (1913-1979), a keen golfer, played to Dorset county standard with a handicap of 5.

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

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**MODERN BRITISH, IRISH
AND EAST ANGLIAN ART**

Tuesday 22 November 2016
Knightsbridge

**SIR CEDRIC LOCKWOOD MORRIS
(1889 - 1982)**

The orange chair
signed and dated 'CEDRIC MORRIS/44'
(lower right)
oil on canvas
51 x 63.5cm (20 1/16 x 25in).
£20,000 - 30,000

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Bonhams

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.

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

25% up to £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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

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

8. VAT

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. 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;

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;

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;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ 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 settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ 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.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused in 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.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 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 seven days 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 otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967*, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

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

- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 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 Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	7.3.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	7.4	to terminate this agreement immediately for your breach of contract;	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	8.1.1	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	8.1.3	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	8.1.4	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	10 OUR LIABILITY	10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.8	8.2	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.9	8.2.1	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.10	8.2.2	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.1.11	9 FORGERIES	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	10.2.3	damage to tension stringed musical instruments; or
7.2	9.1	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
	9.2	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.		
	9.2.1	Paragraph 9 applies only if:		
	9.2.2	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
	9.2.3	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
	9.2.4	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

19th Century Paintings

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Charles O' Brien
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U.S.A.
Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

U.S.A.
Fredric Backlar
+1 323 436 5416

American Paintings

Kayla Carlsen
+1 917 206 1699

Antiquities

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Antique Arms & Armour

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U.S.A.
Paul Carella
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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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U.S.A.
Frank Maraschiello
+1 212 644 9059

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

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Christina Geiger
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British & European Glass

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U.S.A.
Suzy Pai
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British Ceramics

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California & American Paintings

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Carpets

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Chinese & Asian Art

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U.S.A.
Dessa Goddard
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HONG KONG
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AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

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U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

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U.S.A.
Paul Song
+1 323 436 5455

Contemporary Art

UK
Ralph Taylor
+44 20 7447 7403
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Entertainment Memorabilia

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Katherine Schofield
+44 20 7393 3871
U.S.A.
Catherine Williamson
+1 323 436 5442

European Ceramics

UK
Sebastian Kuhn
+44 20 7468 8384
U.S.A.
Peter Scott
+1 415 503 3326

Furniture

UK
Thomas Moore
+44 20 8963 2816
U.S.A.
Andrew Jones
+1 415 503 3413

European Sculptures & Works of Art

UK
Michael Lake
+44 20 8963 6813

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
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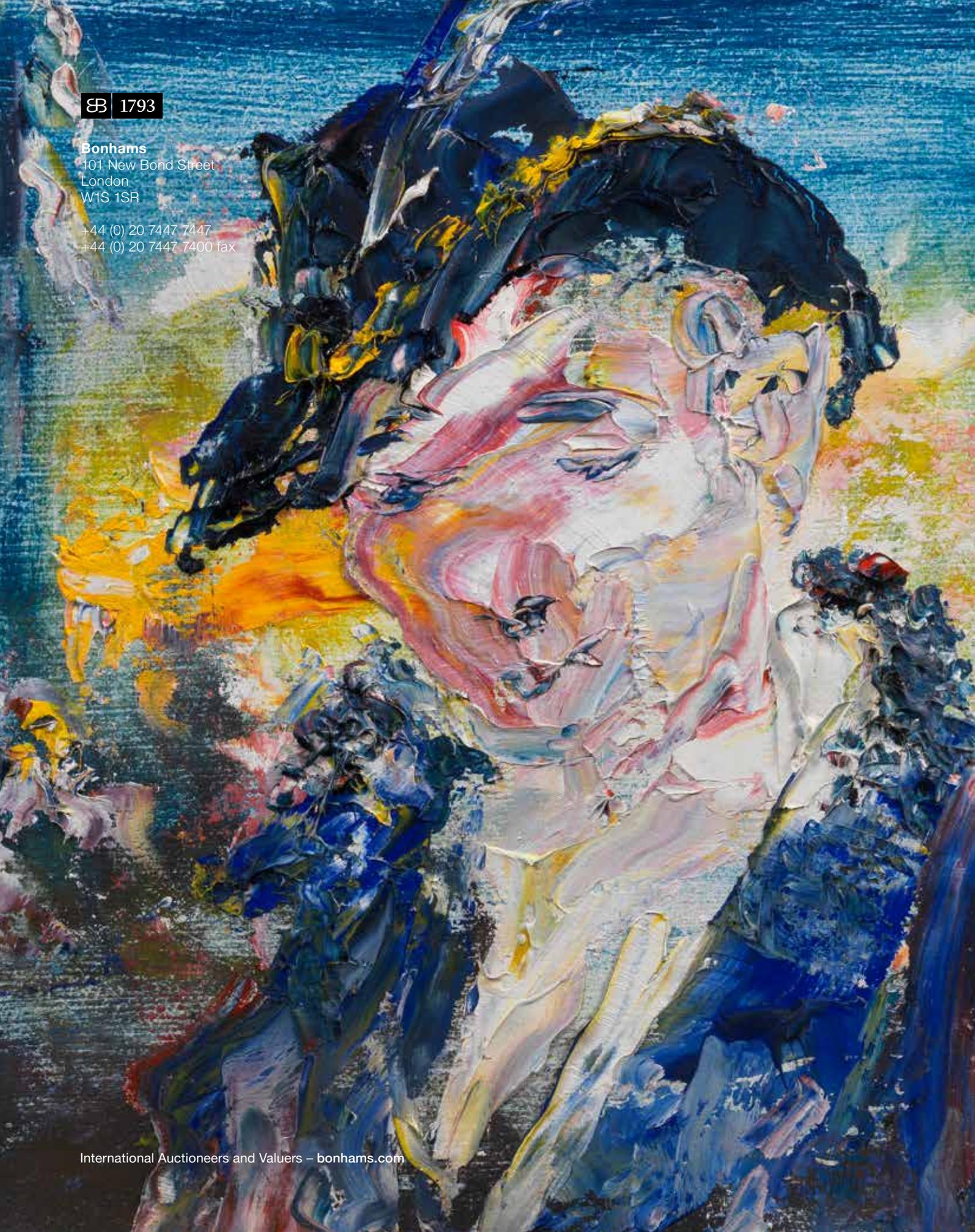


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