

MODERN BRITISH AND IRISH ART

Including Property from the Estate of Benedict Read

Wednesday 22 November 2017



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MODERN BRITISH AND IRISH ART

Including Property from the Estate of Benedict Read

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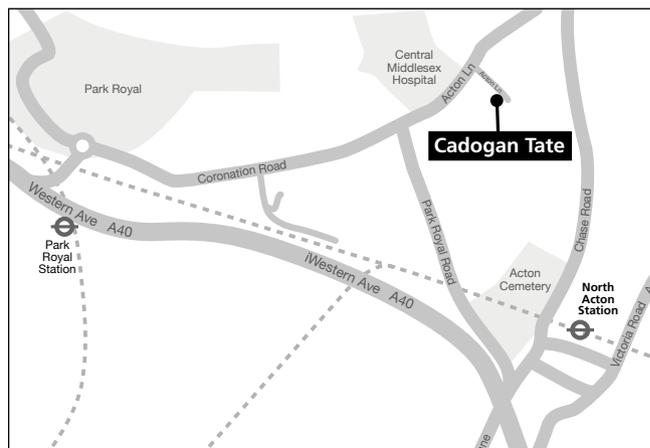
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1 AR

TRISTRAM HILLIER R.A. (1905-1983)

The Chapel at Zarza

signed and dated 'Hillier/69' (lower right); titled and dated again

"THE CHAPEL AT ZARZA" 1969" (on the canvas overlap)

oil on canvas

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

£5,000 - 7,000

€5,500 - 7,800

US\$6,600 - 9,200

Provenance

With Arthur Tooth, London,

where acquired by the family of the present owner

Private Collection, U.K.

Following the Second World War Tristram Hillier spent several months each year travelling in Europe and particularly France, Spain and Portugal. Frequently visiting small towns and villages, as in the present Spanish work, he was accompanied by a small car and stayed in simple guest houses or hotels along the way. Hillier would often make exquisite drawings, a skill developed under Henry Tonks at the Slade, and then work these into finished oils at a later stage. In his autobiography, *Leda and the Goose*, the artist speaks of Spain as 'a country which I came subsequently to love above all countries and where, since the last war, I have worked for several months each year. The translucent light of the south is comparable to that of Greece, which had so deeply fascinated me, with the addition of a dramatic quality, both noble and cruel, with which the landscape as well as the people are invested. The Iberian Peninsula is neither wholly European nor Asiatic in character, a land set apart from all others, but one pre-eminently to inspire a painter'. (Tristram Hillier, *Leda and the Goose*, Longmans, Green and Co, London, 1954, p.139). Much of the feeling from the above quote is transposed into the present work which combines Hillier's precise technique and meticulous observational skill.





2 *AR

ALAN REYNOLDS (1926-2014)

Saga-Winter

signed and dated 'Reynolds/56' (lower left); further signed,
titled and dated again "SAGA-WINTER"/Alan Reynolds.

1956' (on a label attached to the backboard)

gouache

35.6 x 42.6 cm. (14 x 16 3/4 in.)

£5,000 - 8,000

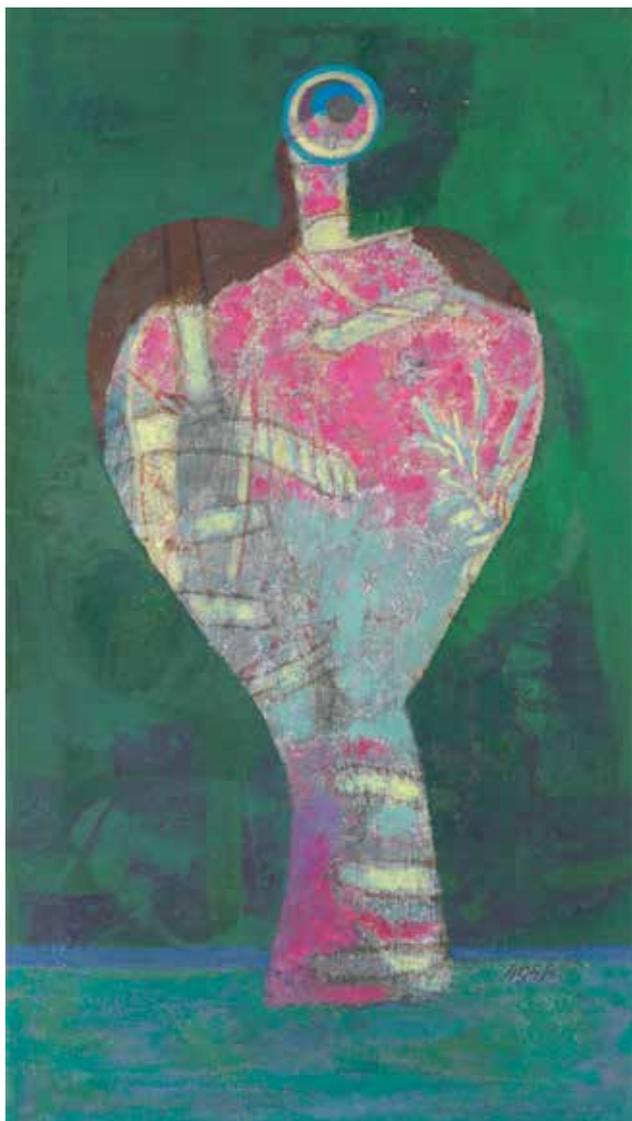
€5,500 - 8,900

US\$6,600 - 11,000

Provenance

Given by the Artist to the present owner in 1956

Private Collection, Switzerland



3 AR

EILEEN AGAR (1899-1991)

Ondine

signed 'Agar' (lower right); further signed 'Eileen Agar' (on the canvas overlap); titled and dated 'ONDINE 1947' (on a label attached to the stretcher) and signed and dated again 'AGAR/1947' (on the backing card)
oil on canvas

60.9 x 35.6 cm. (24 x 14 in.)

Painted in 1947

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Gifted from the Artist to the previous owner
Their sale; Christie's, South Kensington, 16 July 2008, lot 89,
where acquired by the present owner
Private Collection, U.K.



David Jones and Valerie Price, by Philip Griffith, January 1959

4 AR

DAVID JONES (1895-1974)

The Lee Shore

pencil, crayon and watercolour

38 x 57 cm. (14 7/8 x 22 3/8 in.)

Painted in 1961

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

Gifted from the Artist to Valerie Price

Private Collection, U.K.

Exhibited

London, Tate Gallery, *David Jones*, July-September 1981, cat.no.138

Literature

Jonathan Miles and Derek Shiel, *David Jones: The Maker Unmade*, Seren, Bridgend, 1995, p.274 (ill.)

Thomas Dilworth, *David Jones, Engraver, Soldier, Painter, Poet*, Jonathan Cape, London, 2017, pp.301-302 (col.ill)

The present work is accompanied by an explanatory letter from the artist to Valerie Price dated 1973, extensively detailing the symbolism of the work. In it he comments:

“The open casement windows were drawn direct from those windows at Northwick Lodge, the round topped [arch] in the middle was added as the drawing proceeded, as I found I wanted a further opening, I believe a ship with coloured sails can be seen through that opening”

“The high-tide & the sea has flung up over the windowsill, some stones & (I think) shells & parts of the tackle and cordage of one of the vessels smashed in the sea battle & some ill aimed or stray arrows from the battle also drive in through the casement, on the ledge of which some of Gwener’s vestments has been hung out to dry”

“The Gulls as they swirl in become doves as they approach the Goddess, because the dove was one of the creatures sacred to her. As you know, Eros or Cupid, was the son of the Goddess and carried a bow that discharged arrows. I decided that his bow should be a cross-bow, & his ‘arrows’ would be ‘bolts’, hence the cross-bow left under the coverlet mixed with flowers”

“The cat at rest on the couch is because in the Nordic mythology a goddess, more or less equivalent with the classical Venus- Aphrodite, had white cats that drew her car across the blue heavens, but I don’t happen to much like white cats & so I made a tabby one.”

The present composition was printed in limited edition by the Curwen Press.





5 AR

VICTOR PASMORE R.A. (1908-1998)

Still Life with Anemones
signed with initials 'VP' (lower left)
oil on canvasboard
29 x 20.7 cm. (11 1/2 x 8 1/4 in.)
Painted circa 1940

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Lady How

Sale; Phillip's, Edinburgh, 3 May 1991, lot 109

With Duncan Miller Fine Art, London,

where acquired by the present owner

Private Collection, U.K.



6 AR

VICTOR PASMORE R.A. (1908-1998)

Roses in a Vase
signed with initials 'VP' (lower right)
oil on canvas
45.7 x 30.5 cm. (18 x 12 in.)
Painted 1940-42

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 24,000

Provenance

Probably sale; Christie's, London, 6 March 1987, lot 252
With Redfern Gallery, London, 17 March 1988,
where acquired by the present owner
Private Collection, U.K.



7

PAUL NASH (1889-1946)

The Tide

signed 'Paul Nash' (lower left)

pencil and wash

37.2 x 57.8 cm. (14 5/8 x 22 3/4 in.)

Executed in 1935

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Mrs D. Bluett-Duncan, April 1935

With Redfern Gallery, London

With Lord's Gallery, London (as *Tide (Swanage) Dorset*)

Sale; Sotheby's, London, 15 December 1971, lot 83

With Hamet Gallery, London (as *Tide, Swanage-Dorset*), 20 May 1972,

where acquired by the present owner

Private Collection, U.K.

Literature

Philip Hendy, 'Paul Nash' *London Mercury*, May 1935

Hartley E. Ramsden, 'Paul Nash, Surrealism in Landscape', *Country Life*, 2 January 1942 (ill.)

Margot Eates (ed.), *Paul Nash, Paintings, Drawings and Illustrations*, Lund Humphries, London, 1948, cat.no.30

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

no.865, p.434, pl.535 (ill.b&w.)

Exhibited

London, Redfern Gallery, *Paul Nash*, April 1935, cat.no.45

London, National Gallery, *Six British Watercolour Painters of Today*,

April 1941, cat.no.35 (as *Tide Swanage (Dorset)*)

London, Redfern Gallery, July 1948, cat.no.129

London, Hamet Gallery, *Paul Nash 1889-1946, Drawings and*

Watercolours, May 1973, cat.no.45



8

CHRISTOPHER WOOD (1901-1930)

Sideshow performers, Lunar Park

ink, pastel and watercolour

33 x 44.5 cm. (13 x 17 1/2 in.)

Executed in 1930

£4,000 - 6,000

€4,400 - 6,600

US\$5,300 - 7,900

Provenance

With Mercury Gallery, London, 1979, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Mercury Gallery, *Christopher Wood Drawings and Watercolours*, 5-30 September 1972, cat.no.3 (ill.b&w)

London, Mercury Gallery, *Christopher Wood Paintings, Watercolours, Drawings*, 29 June-23 July 1977, cat.no.18

Penzance, Newlyn Art Gallery, *Christopher Wood, The Last Years 1928-1930*, 28 October-25 November 1989, p.21, cat.no.47 (ill.b&w p.20, where lent by the present owner); this exhibition travelled to, Sheffield, The Graves Art Gallery, 2 December-13 January 1990, Swansea, The Glynn Vivian Art Gallery, 20 January-3 March 1990 and Cambridge, Kettle's Yard, 10 March-29 April 1990

Chichester, Pallant House, *Christopher Wood: Sophisticated Primitive*, 2 July-2 October 2016

Together with the 1972, 1977 and 1989 exhibition catalogues.

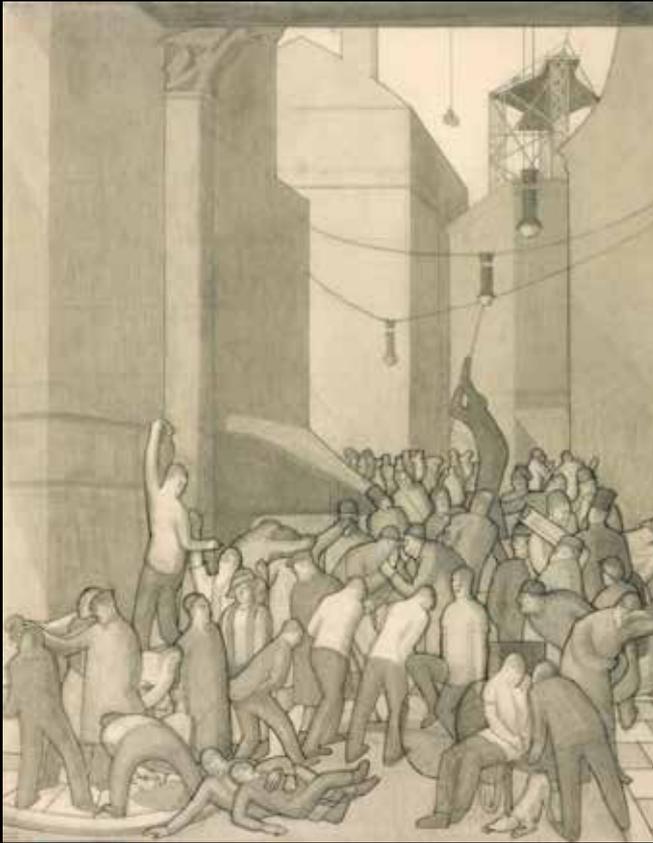


Fig. 1. William Roberts, *Leadenhall Market*, 1913 © Tate, London 2017

‘The artist’s later predilection for composing complex arrangements of intertwined figures can be traced to this seminal experience [Billingsgate Market]’

(Andrew Gibbon Williams)

gAR

WILLIAM ROBERTS R.A. (1895-1980)

Billingsgate

signed ‘William Roberts’ (upper right)

pencil, pen and ink

45.6 x 37.7 cm. (18 x 14 3/4 in.)

Executed in 1913

£30,000 - 50,000

€33,000 - 55,000

US\$39,000 - 66,000

Provenance

Sir Cyril Butler (commissioned from the artist)

Sale; Christie’s, London, 26 April 1963, lot 233

With Leicester Galleries, London,

where acquired by the family of the present owner in 1964

Private Collection, U.K.

Exhibited

London, Leicester Galleries, *New Years Exhibition*, January-February 1964, cat.no.38

London, Tate Gallery, *William Roberts*, 20 November-19 December 1965, cat.no.115; this exhibition travelled to Newcastle, Laing Art Gallery, 1-22 January 1966 and Manchester, Whitworth Art Gallery, 29 January-19 February

London, Hayward Gallery, *Vorticism and its Allies*, 27 March-2 June 1974, cat.no.53

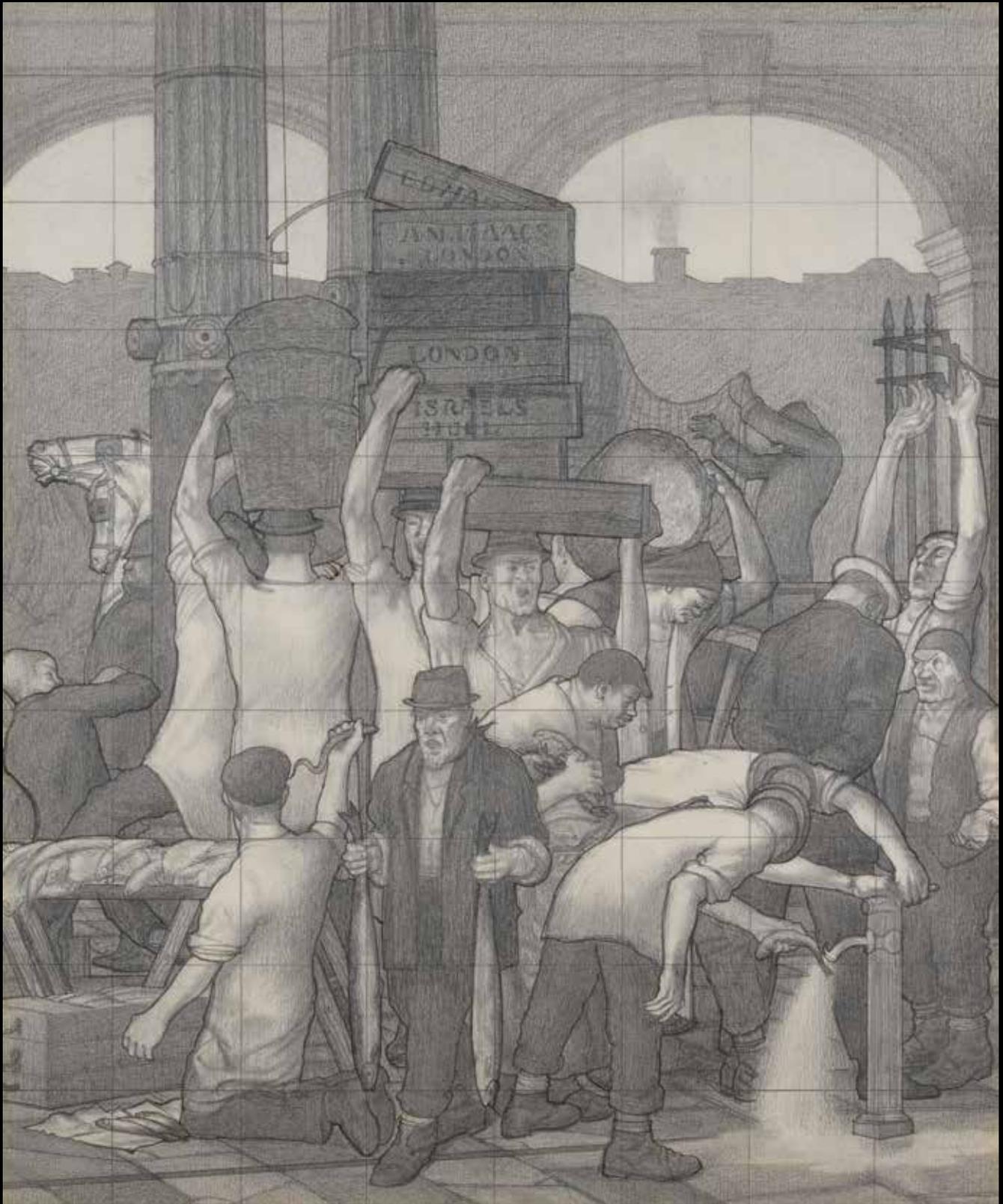




Fig. 2. Vision of Ezekiel, 1912, David Bomberg, © Tate, London 2017

William Roberts began his artistic career at a young age, developing the blossoming talent he displayed at his primary school in Hackney, East London. After leaving education at fourteen, he used his portfolio of works made at school and during evening classes at St. Martin's School of Art, to search for gainful employment. Turned down by the department store Liberty, among others, he impressed the firm Joseph Causton Ltd enough to be offered a seven-year apprenticeship. Essentially stationers supplying City law firms, the company also ran a commercial art department employing graphic designers and illustrators. It was here that Roberts honed his acute sense of a picture's design, as can be seen in *Billingsgate*, and learnt how to transfer small scale works into a larger image, something he would practice throughout his career. Beginning at the most junior level Roberts worked his way up through the ranks whilst still attending his night classes at St. Martin's.

'Routine and hard work, however, were not the only experiences Roberts gained from his spell at Causton's. Apart from the occasional foray to the Tate Gallery with his art mistress he had rarely been outside the East End. Now he found himself at the commercial hub of Edwardian London. Causton's was located in Eastcheap near Billingsgate fish market so, before arriving there at 8 a.m., and after leaving at 6 p.m., Roberts was treated to the colourful spectacle and intense activity of the capital at work. There were the fish porters with their peculiar hats for carrying crates, horse-drawn delivery vans and barges loading and unloading on the Thames.' (Andrew Gibbon Williams, *William Roberts, An English Cubist*, Lund Humphries, Aldershot, 2004, p.11).

By 1910 at the age of just fifteen William Roberts won a scholarship to the Slade School of Art after impressing the adjudicators of the London County Council. Its teachings were centred on the importance of draughtsmanship of the French classical tradition using meticulous line and shading to denote form. The present work is a remarkable example from this formative period and illustrates the artist's thorough grasp on the complexities of chiaroscuro.

In his posthumously published *Early Years*, Roberts wrote, 'In the summer vacations of the following year [1912], I received another invitation to spend a few weeks in the country; this time from Sir Cyril Butler – a friend of Prof. Tonks [of the Slade School] and a patron of the group of artists, members of the New English Art Club. Bourton House, where Butler lived, was a large country mansion near Shrivensham in Berkshire, set in extensive parkland ... Following on from my stay at Bourton, Sir Cyril commissioned me to do six drawings of London markets at two guineas each. But except for two markets, *Billingsgate* and *Leadenhall*, the drawings were never carried out. Several years after this, about 1919, I was living in an attic at 32 Percy Street, Tottenham Court Road, and being very hard up I wrote to Sir Cyril, hoping he might feel interested in buying a drawing or perhaps complete that set of London markets. He did not reply; instead, he called one evening; the visit was brief. After asking me what artists I associated with, and who my friends were, without mentioning the market drawings he departed, leaving me no better off than before.' (see online, *William Roberts: Catalogue Raisonné*, researched and compiled by David Cleall: www.englishcubist.co.uk).

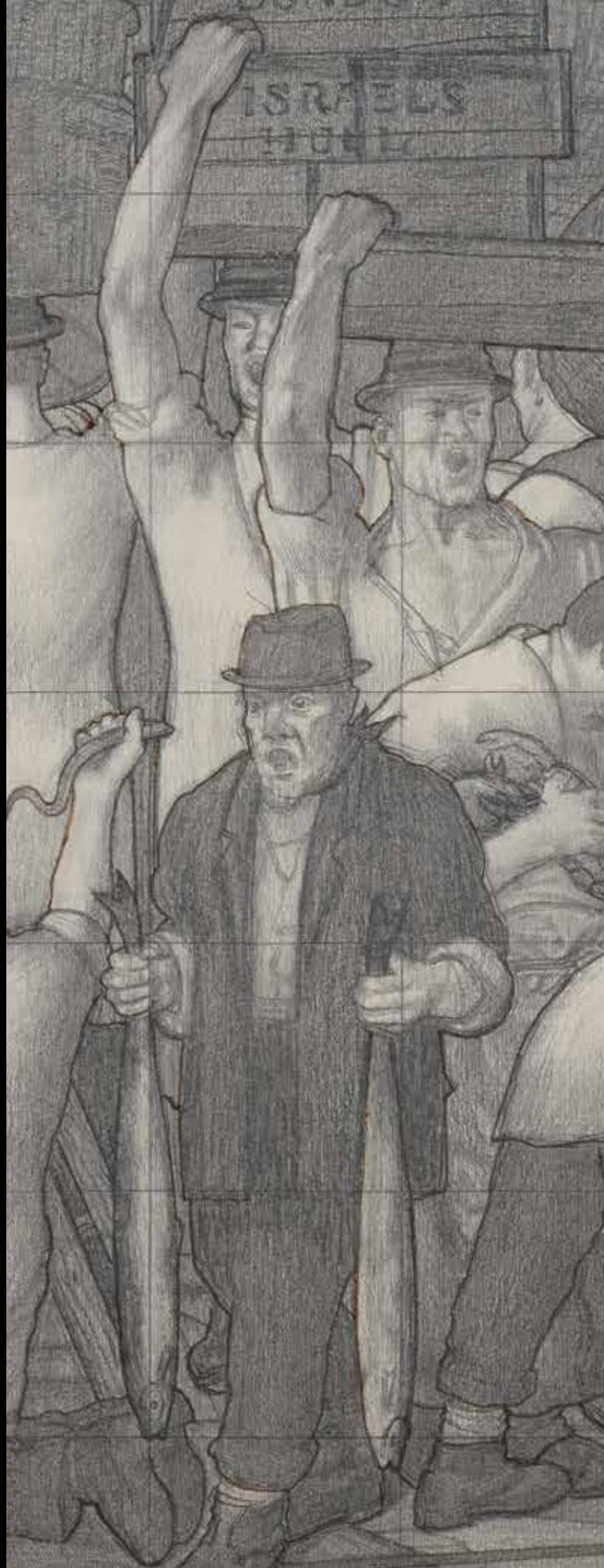
Like *Leadenhall Market* (1913) in the collection of Tate (see fig. 1), *Billingsgate* focuses on the market traders and fish porters, and the intense activity at the peak of their working day. Robert's use of chiaroscuro is used to bring clarity and volume to the individual figures in a crowded and ambitious composition. It also serves to create a striking depth of field. The arduous nature of the fish porters' work is skilfully rendered by Roberts in the three central figures carrying the produce on their heads. One of them balances six crates.

Owing to the heavy loads these men wore specially designed hats for the task known as the 'Billingsgate Bobbin' hat. Made from thick leather weighing five pounds, incorporating four hundred nails, they were coated in tar to repel water and could take up to eight hours to make. The top flat part consisted of four layers of leather which could be replaced much like the sole of a shoe when worn out. Such was their craftsmanship that these Bobbin hats were often handed down, like the job itself, from father to son. The name is thought to derive from the 'bobbin' or payment the porters would receive from the buyers for delivering the catch to the distribution vehicles.

The expressions on the faces of the men in the Billingsgate drawing, unlike Tate's example, have been described in impressive detail. Indeed, the intricate work by the draughtsman's hand throughout shows greater attention to detail than *Leadenhall Market*. As onlookers, we are provided with a fascinating insight to the characters who worked this key industry of early twentieth century Britain. Their working-class roots are laid bare, and with Roberts having been born into the same environment close by it was one he could relate to easily.

Billingsgate immediately captivates the observer with its narrative and sophisticated design. It was drawn at a pivotal moment for Roberts, just prior to him leaving The Slade, and embraces everything he was taught there by his tutors Henry Tonks and Philip Wilson Steer. His talents during this time earned him the Melville Nettleship prize for figure painting composition and another award recognising his aptitude as a draughtsman. Yet despite this it already anticipates the next phase in Roberts' story, the radical departure he made with a handful of his contemporaries towards Cubism and Vorticism. It is this drawing, more than any other made at The Slade, which brilliantly conveys the aesthetic Roberts felt compelled to follow. Immediately after leaving The Slade he travelled to France, including Paris, and likely absorbed the contemporary Cubist works on display. Back in London whilst working at the Omega Workshops for a source of income Roberts began to experiment with his personal interpretations of Cubism. The earliest surviving example, *The Return of Ulysses* (Castle Museum and Art Gallery, Nottingham) was painted circa 1913-14, and comparisons can be drawn between this and his good friend David Bomberg's *Vision of Ezekiel* (Tate Collection, see fig.2.) produced the year before, which was exhibited at the 'Cubist Room' in *An Exhibition of the Work of English Post-Impressionists, Cubists and others* from December 1913 to January 1914 at the Brighton Public Art Galleries. Whilst stylistically *Billingsgate* may not on the face of it appear linked to Roberts' new artistic vocabulary, similarities are apparent. In particular the poses and exaggerated stretching of some of the Billingsgate men, most noticeable in the figure controlling the water tap and the standing man with arms held aloft far right, relate nicely to the stylisation of the men and women in his earliest Cubist and Vorticist designs.

Billingsgate Market is amongst the most famous in the United Kingdom. Situated on the Isle of Dogs in Poplar, East London, it is the country's largest inland fish market. During the 19th Century it was in fact the world's largest. The present site was established as recently as 1982, although the history of the market at its original location, Billingsgate Dock close to Lower Thames Street, can be traced back to the 16th Century. However, its inauguration did not take place until an Act of Parliament in 1699. In 1872 the City of London Corporation, who still runs the market, began rebuilding and enlarging the space following plans by the City of London architect Sir Horace Jones (1819-1887) and it was completed in 1877. The enormous current building complex of thirteen acres sells fish from all over the world and trades five days a week, Tuesday to Saturday and opens for business as early as 4 a.m.



10AR

DAVID BOMBERG (1890-1957)

The Great Rock, Ronda, Spain
signed and dated 'Bomberg 35' (lower left); further signed,
titled and dated again 'The Great Rock Ronda Spain'/David Bomberg
1935' (verso)
charcoal
46.4 x 57.2 cm. (18 1/4 x 22 1/2 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Lilian Bomberg
With Anthony d'Offay, London, 6 May 1981,
where acquired by the family of the present owners
Private Collection, U.K.

Exhibited

Edinburgh, Fruit Market Gallery, *David Bomberg: The Later Years*,
5 January-2 February 1980
London, Anthony d'Offay, *David Bomberg, 1890-1957, Works from the
Collection of Lilian Bomberg*, 25 February-4 April 1981, cat.no.30
London, Tate Gallery, *David Bomberg*, 17 February-8 May 1988,
cat.no.120; this exhibition travelled to Seville, Museo de Arte
Contemporaneo, June-July and Newhaven, Yale Centre for British Art,
September-October

'...how alive Bomberg was to the precipitous nature of the town. The strains in his own personality led him to suffer from bouts of intense depressions in later life, when his spirits would suddenly plummet to depths as gloomy as the lowest recesses of the gorge itself. So it is scarcely surprising that Bomberg's Ronda paintings often thrive on the tensions between the defensive fastness of the buildings and their proximity to the fissure running through their midst. Sometimes he saw Ronda as a paradigm of strength, an invulnerable structure carved out of the austere rocky bluff which support it...But in the most complex of his pictures, Ronda's resolute sturdiness is welded so vigorously to the threat of impermanence that we can no longer be sure where stability ends and vertigo begins. Both extremes are locked in a prodigious balance, as if resolving – for the moment, at least – a similar conflict within Bomberg's own attitude to life.'

(Richard Cork, *David Bomberg*, Yale University Press,
New Haven and London, 1987, p.209)



11*AR

DAVID BOMBERG (1890-1957)

Villages and Road

oil on canvas

51.9 x 66.4 (20 1/4 x 26 1/8 in.)

£40,000 - 60,000

€44,000 - 66,000

US\$53,000 - 79,000

Provenance

Diane Bomberg, thence by descent to

Isaac 'Rockey' Baun, thence by descent to

Ruth Milne, from whom acquired by the present owner

Private Collection, South Africa

Having grown up in the dark, smoke-ridden streets of London's East End, and then suffered the gruesome slaughter of the First World War, David Bomberg felt enormously liberated when he discovered Spain in 1929. Here, approaching his fortieth birthday, he responded powerfully to the revelatory impact of Toledo. A few years later Bomberg returned to Spain, where an eager exploration of Cuenca, Ronda and the Asturian mountains prompted him to release his most ardent emotions on canvas.

The dramatic grandeur of the landscapes he scrutinised, along with the sensuous assault of heat and light, made him yearn later for the Mediterranean while he endured the grimness of blitz-beleaguered London. So Bomberg leapt at the chance to visit Cyprus in the summer of 1948. Here he developed an even more ardent and inflammatory response to the countryside around him. *Villages and Road* exemplifies the free brushwork and heightened colour-range which became the hallmark of his art in Spain and Cyprus alike. Bomberg felt an overwhelming sense of release, and managed to convey this feeling in the paintings he produced there. Although his achievement was never recognised during his lifetime, we can now see just how passionately Bomberg penetrated to the heart of what he described as "the spirit in the mass."

We are grateful to Richard Cork for compiling this catalogue entry.





PROPERTY FROM A PRIVATE NORTH AMERICAN COLLECTION

12*

MARK GERTLER (1891-1939)

Still Life with Pears

signed 'M. Gertler.' (upper right)

oil on canvas laid on board

18.4 x 28 cm. (7 1/4 x 11 in.)

£6,000 - 8,000

€6,600 - 8,900

US\$7,900 - 11,000

Provenance

With The Leicester Galleries, London

Sale; Christie's, London, 8 November 1968, lot 130, where acquired by

Jack Allentuck, thence by descent to the present owner

Private Collection, U.S.A.



13*

MARK GERTLER (1891-1939)

Landscape through a window

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

oil on canvas

45.7 x 55.8 cm. (18 x 22 in.)

£7,000 - 10,000

€7,800 - 11,000

US\$9,200 - 13,000

Provenance

Jack Allentuck, thence by descent to the present owner

Private Collection, U.S.A.

14*

MARK GERTLER (1891-1939)

The Passage of Time

signed and dated 'M. Gertler/33' (upper right)

oil on canvas

94.6 x 105.5 cm. (37 1/4 x 45 1/2 in.)

£15,000 - 25,000

€17,000 - 28,000

US\$20,000 - 33,000

Provenance

Sale; Christie's, London, 19 March 1971, lot 131, where acquired by Jack Allentuck, thence by descent to the present owner Private Collection, U.S.A.

Exhibited

Brussels, Universal International Exhibition, 1935, where lent by the Artist

The present work was painted the year before Gertler completed his monumental *The Mandolinist* (1934, Tate Gallery), which depicts a neo-classical draped figure and specifically references Picasso's *Seated Woman in a Chemise* (1923, Tate Gallery). It features Jean Kemp (later Hogh), a school friend of Gertler's former landlady's daughter and was remarkably completed from the model in fifty seven one hour sittings. In the 1930s Gertler began to simplify and intensify his earlier vision of the female nude, allowing the quite opulent versions of the twenties with their masterful interplay of colour and flesh tones to give way to a greater emphasis on the solidity of form.

The Passage of Time is intriguing in many regards but especially in its use of a female classical bust. Sculpture was of interest to Gertler who had become fascinated by strong, monolithic forms and was increasingly aware of the work of Barbara Hepworth and Henry Moore, the latter of whom he had first met in 1932. However, the most significant influence was French and specifically the neo-classical nudes and draped female figures of Picasso and Juan Gris from the early 1920s, which themselves recall the statues of classical antiquity with their immobility, impressive forms and massive limbs. The bust in the present work, positioned firmly in the foreground of the composition, clearly bears these traits and subtly hints at nudity.

As in many of the works of this period including *The Mandolinist*, *The Sonata* and *The Fugue* Gertler combines the female form with a musical instrument and typically, as illustrated here, a mandolin. The backdrop of sea is also quite common with works such as *Musical Bather* (1934, Private Collection), which was sold in these rooms on the 28 November 2006 for £72,000, incorporating a sailing boat and evoking the spirit of the Mediterranean. The ocean liner illustrated here is much more distinctive and industrial within the pictorial space as it moves on choppy, unsettled waves. *The Passage of Time* is an imposing and vigorously handled oil, which showcases Gertler's broad handling of paint, applied in thick layers then scraped and moulded with a palette knife along with a warm palette, once again typical of this important period.





VARIOUS PROPERTIES

15AR

VANESSA BELL (1879-1961)

Church of the Redentore, Venice

signed with initials 'VB' (lower right) and further signed 'Vanessa Bell'
(on the stretcher)

oil on canvas

81.5 x 74 cm. (32 x 29 in.)

£6,000 - 8,000

€6,600 - 8,900

US\$7,900 - 11,000

Provenance

With The Bloomsbury Workshop, London, 8 July 2003,
where purchased by the present owner
Private Collection, U.K.

Exhibited

Bournemouth, Russell Cotes Art Gallery, *Exhibition of the Work of
Present-Day Painters in Oils*, 29 September-3 December 1949

Southport, Atkinson Art Gallery

Ferrara, Galleria Massari, Padiglione d'Arte Contemporanea, *Vanessa Bell
& Virginia Woolf. Disegnare la vita*, 19 May-28 July 1996, cat.no.21 (ill.)

We are grateful to Richard Shone for his assistance in cataloguing this lot.



16

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

Isle of Dogs

signed 'C.R.W. Nevinson' (lower right)

oil on canvas

41.3 x 50.8 cm. (16 1/4 x 20 in.)

£15,000 - 20,000

€17,000 - 22,000

US\$20,000 - 26,000

Provenance

Acquired from the 1941 exhibition by A. Scouller

Private Collection, U.K.

Exhibited

London, Leicester Galleries, *Artists of Fame and Promise*,

6 July-2 August 1941, cat.no.69

17 *AR

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

The Quarry Woods, Cookham
oil on canvas
50.6 x 69 cm. (20 x 27 1/8 in.)
Painted 1920-21

£70,000 - 100,000

€78,000 - 110,000

US\$92,000 - 130,000

Provenance

J. Roskill K.C. (acquired from the 1927 exhibition)
Sale; Sotheby's, London, 13 March 1974, lot 7 (as *Bisham Woods*)
With Rutland Gallery, London
Sale; Sotheby's, London, 10 June 1981, lot 165
John F. Hickman
Sale; Christie's, London, 23 November 2001, lot 68,
where acquired by the present owner
Private Collection, Canada

Exhibited

London, Goupil Gallery, *The Resurrection, and other works*
by Stanley Spencer, 1927 (cat.no.44, as *Bisham Woods*)
London, Royal Academy of Arts, *Stanley Spencer*, 20 September-14
November 1980, cat.no.56 (ill.)

Literature

R.H. Wilenski, *Stanley Spencer*, Ernest Benn, London, 1924, pl.18 (ill.)
Keith Bell, *Stanley Spencer, A Complete Catalogue of the Paintings*,
Phaidon, London, 1992, p.403, cat.no.67 (col.ill. p.240)

The present work, also known as *Bisham Woods*, was exhibited at Spencer's major retrospective at The Royal Academy in 1980 and depicts a view of the woods south of the Thames near Marlow. Quarry Wood is the site of Bisham quarry, an important medieval source of stone, much of which was used to build Windsor Castle. The woods had attracted Percy Bysshe Shelley in 1817 who wrote the long political poem *Laon and Cythera* after frequent visits and also local resident Kenneth Grahame whose 'Wild Wood' in the fabled *Wind in the Willows* was said to have been inspired by them.

In April 1920, following his return from war service, Spencer moved in with Henry Slessor, Solicitor General in the Labour government of the twenties, and his wife, Margaret, whom he had met through his friends, the Behrends. During his year with the family, Spencer painted nearly twenty pictures, including *The Last Supper* (1920, Stanley Spencer Gallery) and a number of landscapes such as *Bourne End Towards Marlow* (Government Art Collection) and *Cookham Reach and Barley Hill* (1920, Private Collection). A product of this period, *The Quarry Woods, Cookham*, demonstrates how Spencer's painting style changed markedly under the influence of contemporary Modernist English art. As Keith Bell has commented, it is 'painted in broad flattish areas of colour with the light foreground set against the heavy dark mass of trees beyond' (Keith Bell, *Stanley Spencer R.A.*, Royal Academy exhibition catalogue, London, 1980, p.76). The brushwork is looser than the tighter, more meticulous technique of the artist's earlier work and there is a clear debt to his Slade School contemporary, John Nash. The present work stands as an excellent representative of the relatively small group of early landscapes (including a number painted on an expedition to Bosnia in 1922) that the artist produced during the period 1920-25.



18 AR

ALFRED AARON WOLMARK (1877-1961)

Rabbis at rest

signed and dated 'A. WOLMARK. 05.' (lower left)

oil on canvas

76.2 x 64 cm. (30 x 25 1/4 in.)

£18,000 - 25,000

€20,000 - 28,000

US\$24,000 - 33,000

Provenance

Sale; Bonhams, London, 11 July 2006, lot 19, where acquired by the family of the present owner
Private Collection, U.K.

Born into a Jewish family in Warsaw in 1877, his family fled to England in 1883 after being subjected to the pogroms taking place in Eastern Europe at the time. They settled first in Devon before moving to Spitalfields, East London, there along with many other impoverished Jewish immigrant émigré families living in slum housing. Whilst in London Wolmark trained at the Royal Academy from 1895 and exhibited there from 1901-1936.

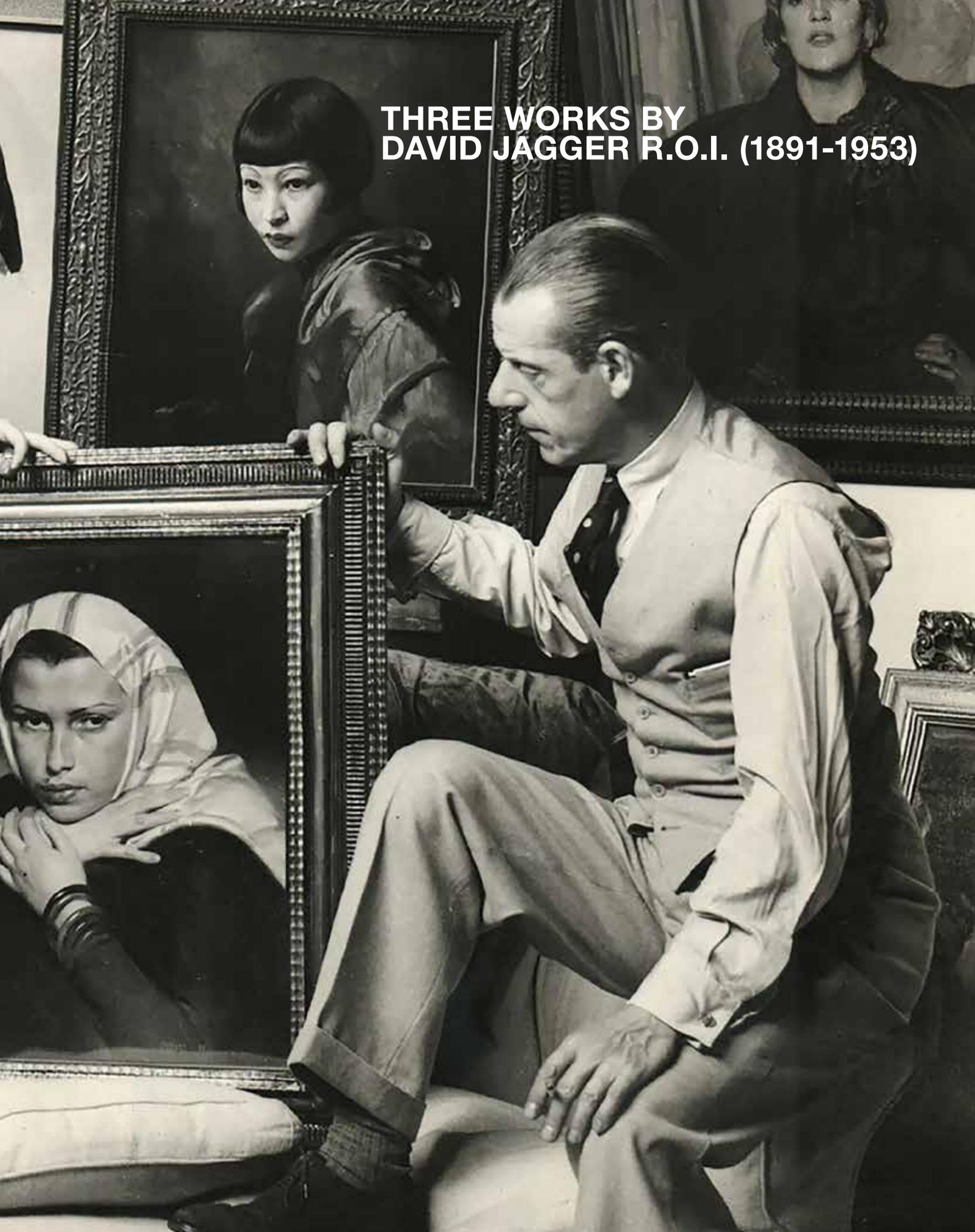
Painted in the same year as his first solo exhibition in 1905 at the Bruton Galleries in London, *Rabbis at Rest*, displays Wolmark's formative, more traditional style before he adopted the title of the 'King of Colour' and his modernist, post-impressionist style began. Painted shortly after he travelled back to Poland in 1903, this work shows Wolmark continuing to explore his Jewish identity and faith, refraining from depicting the persecution and anti-Semitism his family witnessed on the continent and idealising the peaceful and contemplative elements of his religion.





David Jagger at home in Chelsea, 1939, photographed by Paul Laib, courtesy of the Jagger Family Archive

**THREE WORKS BY
DAVID JAGGER R.O.I. (1891-1953)**



19AR

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

Brian

signed 'Jagger' (lower centre)

oil on canvas

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

Painted in 1927

£15,000 - 20,000

€17,000 - 22,000

US\$20,000 - 26,000

Provenance

Private Collection, U.K.

Exhibited

London, New Burlington Galleries, *London Portrait Society*, 1928, cat.no.34 (ill.)

Liverpool, Walker Art Gallery, *Autumn Exhibition of Modern Art*, 1928, cat.no.1104

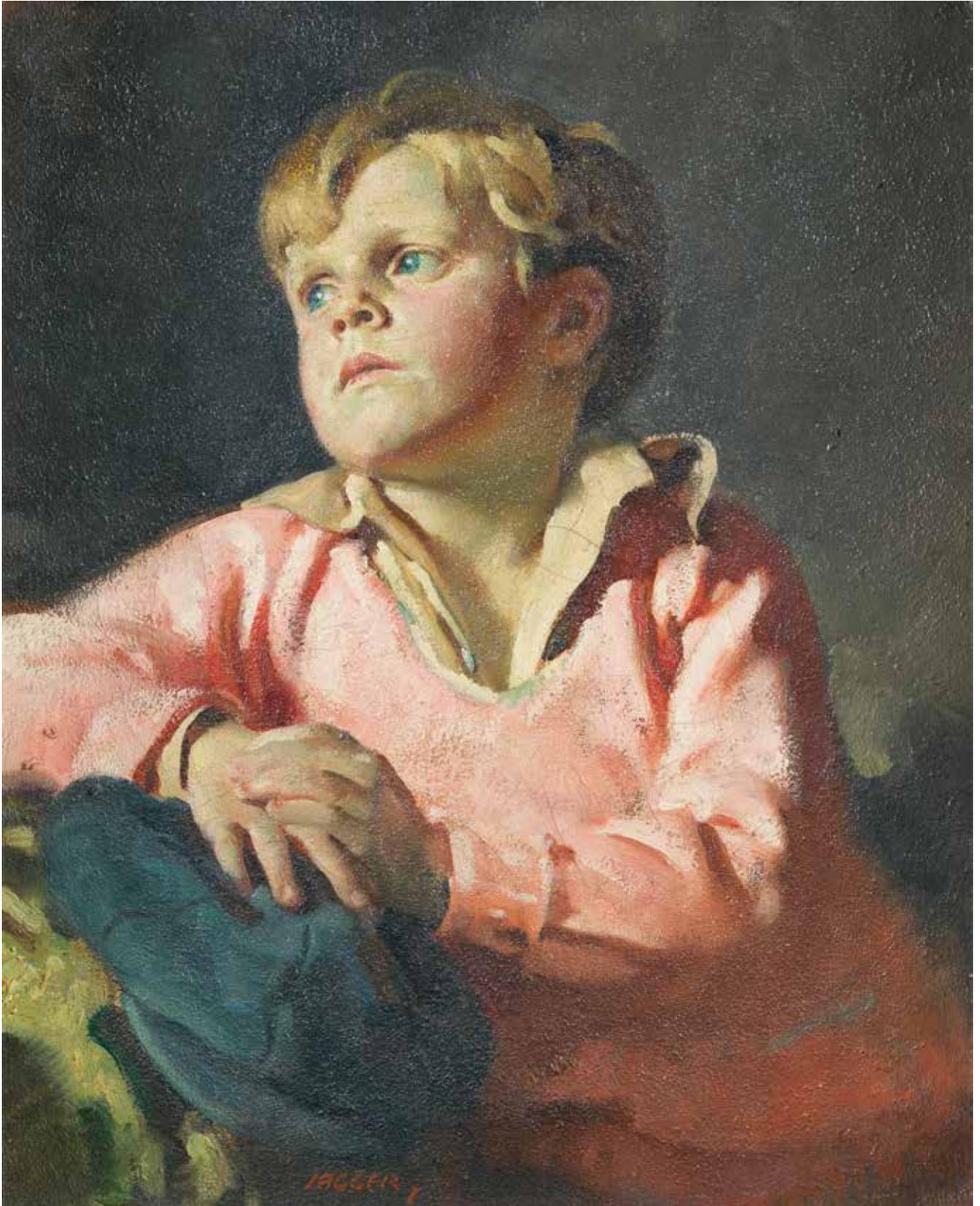
London, J. Leger & Sons, *David Jagger*, 1935, cat.no.2

Halifax, Bankfield Museum, *The Art of The Jagger Family*, 1939-40; this exhibition travelled to Burton, Darlington Museum and Art Gallery, Usher Art Gallery, Lincoln, Museum and Art Gallery, Rotherham and Sunderland Art Gallery

A portrait of the artist's only child, Brian Jagger (1921-1944).

Throughout the 1920s Jagger produced a select number of child portraits, usually private commissions for wealthy patrons. However this delicate and intimate study of his six year old son was far more personal and remains the only record of his young son in childhood. During his adolescent years Brian had a somewhat fractious relationship with his father, who publicly lambasted his son as 'extraordinarily lazy'. In an effort to prove himself to his father he joined the Royal Air Force Volunteer Reserve in 1941, qualifying as an air gunner. He flew onboard Lancaster bombers, serving first with 50 Squadron, then in 1943 he joined the newly formed 617 Squadron, his first sortie being 'Operation Chastise', part of the first wave of bombers involved in the famous 'Dambusters' raids on the Möhne and Eder Dams in Germany. He received the Distinguished Flying Medal in 1944 shortly before his untimely death in a flying accident in Cambridgeshire.

We are grateful to Timothy Dickson for compiling this catalogue entry.



20 AR

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

The Jade Necklace
signed 'Jagger' (upper right)
oil on canvas
91.5 x 63.5 cm. (30 x 25 in.)
Painted in 1923

£70,000 - 100,000

€78,000 - 110,000

US\$92,000 - 130,000

Provenance

Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 1923, cat.no.570
Bristol, Royal West of England Academy, *Royal West of England Academy 78th Annual Exhibition*, 1923, cat.no.115
London, Colnaghi and Clarendon Gallery, *Society Portraits, 1850-1939*, 1985, cat.no.84 (ill., as *Mrs. David Jagger*)

Literature

Financial Times, *Glamour of the Society Portrait*, 1985 (ill.)

A portrait of the artist's wife, Katherine Jagger (1900-1982), known affectionately as 'Kitty'.

Kitty Jagger was a strikingly beautiful stage actress, in the press she was often compared to the American actress, Tullulah Bankhead. Intriguingly this portrait was painted at the same time Bankhead made her London stage debut. The painting was produced in David Jagger's Oakley Studios in Chelsea and finished shortly before the Royal Academy's submission deadline in the Spring of 1923.

Following their marriage in 1921, David Jagger produced ten exhibition canvases over a two year period of his new wife. This work being unquestionably one of the finest examples. When the painting was first exhibited at the Royal Academy, it so impressed an American visitor that he tracked her down, only to be disappointed to learn that she was already married.

Kitty Jagger epitomised the roaring twenties, with its glamour and excitement. Throughout the decade she was sketched and painted by various artists, including Sir Walter Westley Russell, Keeper of the Royal Academy Schools. Her photogenic beauty led to many images of her appearing in several society magazines, including *The Tatler*.

When this work was included in *Society Portraits 1850-1939*, the art critic Max Wykes-Joyce noted 'Jagger's Mrs. David Jagger against an oriental wall hanging and Alfred Munnings's *My Wife, My Horse and Myself* are two of the liveliest paintings in this fine show'.

We are grateful to Timothy Dickson for compiling this catalogue entry.



21 AR

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

The Chinese Coat

signed 'JAGGER' (upper right)

oil on canvas

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

Painted in 1934

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

Private Collection, Ireland

Between 1934 and 1936 David Jagger was obsessed by painting different skin types. Wanting a fresh challenge, he painted oriental subjects, several north African male heads and an Ethiopian woman.

The model in this painting sadly remains unknown, although she strongly resembles the American movie star, Anna May Wong, who was living in London at this time. Although no firm evidence has been found to confirm that she was the sitter, David Jagger was a keen movie-goer who saw film a valid art form, particularly German art house films and he could have sought a model to replicate Wong's cinematic allure.

David Jagger painted the sitter on three occasions – the present work, *Young Chinese Girl* (1936) and *Oriental Study* (1936). There is also one known preparatory study.

We are grateful to Timothy Dickson for compiling this catalogue entry.





22AR

SIR JACOB EPSTEIN (1880-1959)

Yehudi Menuhin

bronze with a brown patina on a marble base

35.5 cm. (14 in.) high (excluding the base)

Conceived in 1943

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Exhibited

London, Leicester Galleries, *Jacob Epstein "Lucifer" and other paintings of flowers and landscapes of Epping Forest*, October-November 1945, cat.no.2 (another cast)

Edinburgh, Waverley Market, *Epstein*, organised by the Edinburgh Festival Society, 19 August-18 September 1961, cat.no.201 (another cast)

Literature

Richard Buckle, *Jacob Epstein, Sculptor*, Faber and Faber, London, 1963, p.438, pl.284 (ill.b&w, another cast)

Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.192, cat.no.337 (ill.b&w, another cast)

June Rose, *Demons and Angels, A Life of Jacob Epstein*, Carroll & Graf, New York, 2002, p.232

American born Yehudi Menuhin is widely considered one of the greatest violinists of the 20th century. In his first post-war exhibition with the Leicester Galleries, Epstein took the unusual decision to show, alongside a selection of paintings, just two bronzes; the monumental bronze archangel *Lucifer* (Birmingham City Art Gallery) and a cast of *Yehudi Menuhin*.

The plaster version of this work is in the collection of the Jewish Museum, New York.





23 AR

SIR JACOB EPSTEIN (1880-1959)

Sir Winston Churchill
 bronze with a green patina on a marble base
 30.4 cm. (12 in.) high (excluding the base)
 Conceived in 1946

£60,000 - 80,000
 €66,000 - 89,000
 US\$79,000 - 110,000

Provenance

With Obelisk Gallery, London, 1966

Exhibited

London, Leicester Galleries, *Landscapes by Ethelbert White and New Sculpture by Jacob Epstein*, February-March 1947, cat.no.40 (another cast)
 London, Leicester Galleries, *Fifty Years of Bronzes and Drawings by Sir Jacob Epstein*, June-July 1960, cat.no.43 (another cast)
 London, The Arts Council, *Epstein Memorial Exhibition*, 1961, cat.no.53 (another cast)
 Edinburgh, Waverley Market, *Epstein*, organised by the Edinburgh Festival Society, 19 August-18 September 1961, cat.no.127 (another cast)
 Rutherford, Fairleigh Dickinson University, *The Works of Sir Jacob Epstein From the Collection of Mr Edward P.Schinman*, 1967 (ill.b&w, another cast)

Literature

Jacob Epstein, *Epstein: An Autobiography*, Hulton, London, 1955, p.230 (ill.b&w, another cast)
 Richard Buckle, *Jacob Epstein, Sculptor*, Faber and Faber, London, 1963, p.302, pl.463 & 464 (ill.b&w, another cast)
 E.P. Schinman and B.A. Schinman (ed), *Jacob Epstein, A Catalogue of the Collection of Edward P. Schinman*, Fairleigh Dickinson University Press, 1970, p.52 (ill.b&w, another cast)
 Evelyn Silber, *The Sculpture of Epstein*, Phaidon, Oxford, 1986, p.198, cat.no.371 (ill.b&w, another cast)
 June Rose, *Demons and Angels, A Life of Jacob Epstein*, Carroll & Graf, New York, 2002, p.130-131

In November of 1946 Epstein was commissioned by the War Artists Advisory Committee to sculpt the present work. He recalls:

‘The Ministry of Information were naturally eager for me to work from Churchill but the opportunity did not come up until after the war when he was living opposite me. He arrived at my studio complete with secretary, and a plain clothes man who planted himself at the door intending to remain on guard throughout the sitting. I offered this gentleman a chair whereupon Churchill abruptly dismissed him. Lighting his cigar, with his secretary seated behind me for dictation, we were all set for a fair start. After an hour this secretary was dismissed and a second appeared for further dictation to the accompaniment of a second cigar. After three somewhat restless sittings Churchill decided to stay at Chartwell where he gave me three further sittings.’ (Jacob Epstein in *Epstein*, exh.cat, Edinburgh Festival Society, 1961, unnumbered).

Further casts are held in the collection of the Imperial War Museum, London, National Gallery of South Africa, Cape Town, Churchill College, Cambridge, Centre Georges Pompidou, Paris and The Whitehouse, Washington D.C.



24

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

The Wheatsheaf
signed 'Sickert' (upper left)
oil on canvas
74 x 129 cm. (29 1/8 x 50 3/4 in.)
Painted circa 1928-29

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

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

Exhibited

Pittsburgh, Carnegie Institute, *International Exhibition*, 1939,
cat.no.134

Literature

Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press,
New Haven and London, 2006, cat.no.593.1

In 1927, Sickert invented a new genre of subject-matter of unabashedly artificial inspiration: his 'Echoes'. For the next thirteen years, he translated the black-and-white illustrations of his Victorian boyhood into full-scale paintings in colour: 'It's such a good arrangement; Cruikshank and Gilbert do all the work, and I get all the money!' In fact, his contribution to the process was considerable. He did not hand-colour black and-white prints, but translated them, with evident verve, into full, modelled, atmospheric colour. His use of ready-made sources anticipates the brazen effrontery of Pop Art by over twenty years.

The Wheatsheaf is a particularly zany 'Echo'. The identification of its source can be traced through an even zanier canvas which represents only the central pyramid of figures dressed as wheat sheaves. Nearly two metres high and one and a half metres wide, this vertical format painting is inscribed 'Entente Anglo Russe' and 'Ballet after Cruikshank'. It is signed within a pub sign featuring a goat in the upper left corner, and was exhibited with the London Group in October 1929. The painting now on offer was almost certainly a work of the same date, 1928-9. Both are closely derived from a print by George Cruikshank titled 'CAPRICORNUS - A Caper-o'-corns' which does indeed represent a ballet - or caper - of dancers dressed as corn (or wheat) sheaves, published by David Bogue as Plate 12 in *The Comic Almanack* for 1846. The goat in the pub sign is the sign of the zodiac for Capricorn, not a time of the year (20 December to 20 January) characterised by celebration of the harvest. The reason why Sickert chose '*Entente Anglo Russe*' as the title for his vertical format painting of this subject remains a mystery.

A photograph of a black-and-white drawing of this design, squared and numbered in red, is in the Islington Libraries Sickert Archive.

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



25

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

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

£15,000 - 20,000

€17,000 - 22,000

US\$20,000 - 26,000

Provenance

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

Exhibited

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

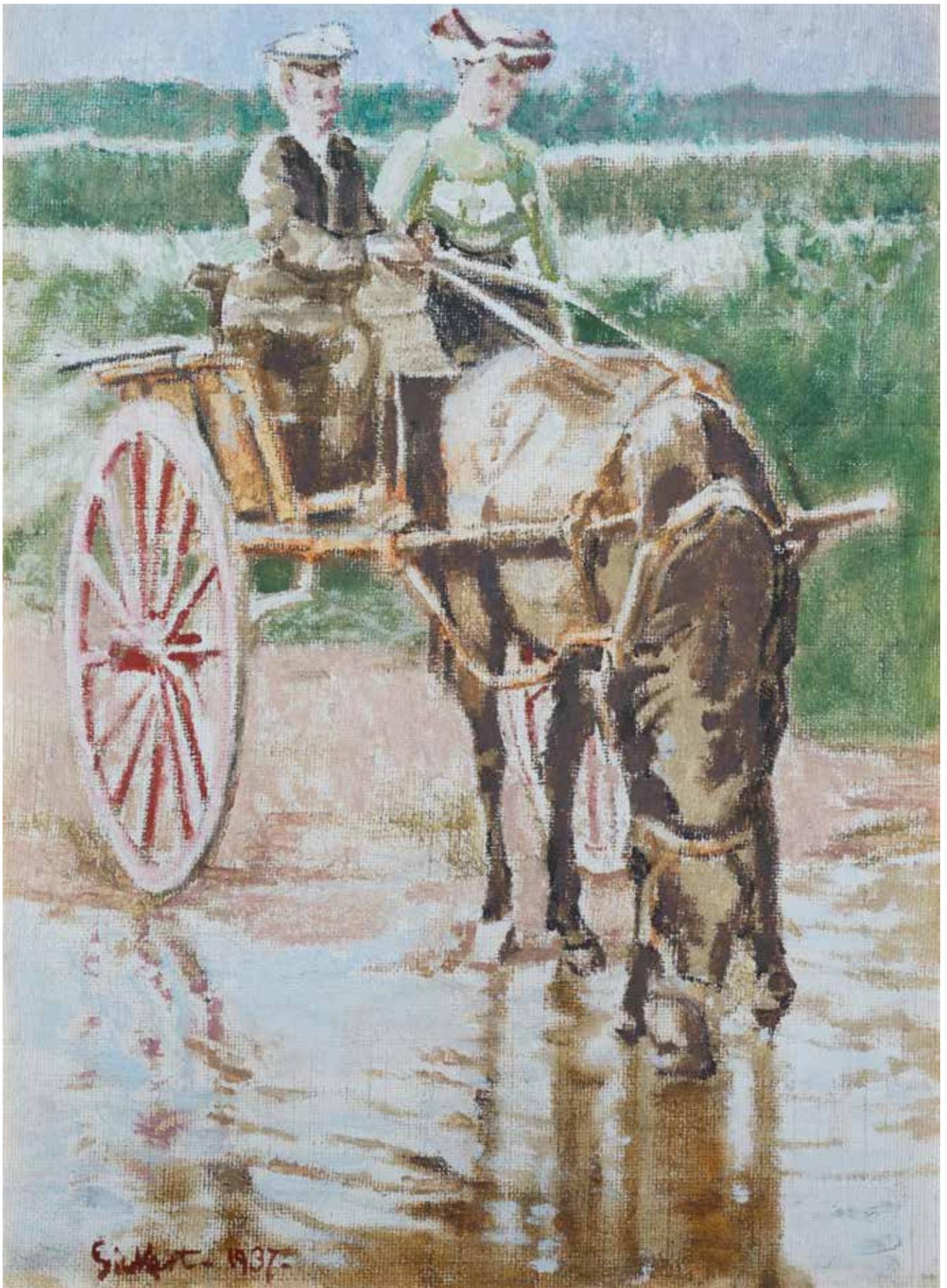
Literature

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

An 'Echo' (see note to lot 24) which is helpfully – and unusually - dated, but lacks information on its source. During the 1930s, Sickert – who began his adult career as an actor in repertory - revived his keen interest in the classical theatre. Among his closest friends were two of the leading ladies of the day, Gwen Ffrangcon-Davies and Peggy Ashcroft. Whether the present somewhat opaque title of the painting was Sickert's invention, or less probably belonged to the original source, cannot be established until the latter is identified. But the Victorian dress confirms that it is not a contemporary subject.

Critical reaction to the 'Echoes' over the years has been divided. They enjoyed huge commercial success during the 1930s, but have been argued over from their inception. While Osbert Sitwell thought their handling proved Sickert to be 'a splendid and audacious innovator', others were alienated by their false sentiment. This response was a misunderstanding of their impetus. Sickert was trying neither to recapture the morality of the Victorian age nor to retell the stories represented by the original illustrators. His focus was on the strength of their designs which easily accommodated enlargement on canvas. With the designs established, he was able to experiment widely in handling, sometimes painting in seductively pretty colours or, as in this example, with an attractive broad handling of dry scumbled paint.

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



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

Cigarette Makers in Seville

signed 'J.Lavery' (lower right); further signed and inscribed 'CIGARETTE MAKERS/IN SEVILLE/BY John Lavery/A MARK OF SINCERE ESTEEM/to/B.McCOY/1924' (on the backboard)

oil on canvas laid on board

34 x 25.5 cm. (13 3/8 x 9 5/8 in.)

Painted circa 1892

£25,000 - 35,000**€28,000 - 39,000****US\$33,000 - 46,000****Provenance**

The Artist (until 1924)

B. McCoy (acquired from the above)

Private Collection, Ireland

In the early months of 1892 John Lavery made his second visit to Tangier, producing sketches and studies that would eventually inform *A Moorish Dance*, his major Royal Academy exhibit of the following year. With his friend, the Glasgow School painter, Alexander Mann, he left the city at the end of March and travelled to Seville where he remained for around a fortnight before moving on to Madrid, registering as a copyist in the Prado Museum on 6 May. The weeks in Seville saw him attending a bullfight, a flamenco performance in the city's Triana district, and visiting the great *Real Fábrica de Tabacos* (Royal Tobacco Factory).

This was one of the largest factories in the world at the time of its construction in the 18th century and at its height in the 1880s, around 5-6000 women were employed there (early in the century, it was discovered that women were better employees than men, when it reopened after the Peninsular War, it was to an exclusively female workforce). Employees, many of gypsy origin, were mostly recruited from the *Triana*, and although from humble backgrounds these young women had a sense of their worth, striking in 1885 for better conditions. In the event, they could for instance bring their babies to work and factory managers were compelled to supply cradles. In April 1892, at the time of Lavery's visit, the weather was cooler than mid-summer when the cavernous courts of the *Fábrica* were notoriously airless and visitors often found that *cigarreras* had stripped to the lightest of garments. A near contemporary account describes the scene Lavery would have encountered:

"almost all of the women work in three immense rooms ... [and] the first view is astounding: eight hundred girls present themselves before one's eyes in groups of five or six, sitting around work-tables as close as possible ... eight hundred jet-black heads and eight hundred brown faces from every province of Andalusia" (Edmondo de Amicis, *Spain*, 1880, Merrill and Baker, 1895 ed., vol 2, pp.108-9).

Lavery's interest in the *cigarreras* was shared by many artists of his day. He had no doubt heard about, if not seen, Bizet's enormously popular opera, *Carmen*. The story of the eponymous cigarette girl, was performed in his home city of Glasgow, and at Windsor for Queen Victoria in 1891. This, like the bullfight, and the *Feria*, brought numerous artists to Seville.

Five small paintings of *cigarreras* are known – two which are head studies and one shows a general view of the interior. The present is the only one showing a cigarette girl in back view. It is possible that Lavery contemplated a larger picture of the *Fábrica* of which this may have been a section. Swift and sure in its execution, the present sketch provides a perfect example of the artist's working method. Notes, studies, vivid in-the-moment perceptions, as here, would always remain his stock-in-trade.

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



27

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

A Fair Spaniard, Mrs Chowne
signed 'J Lavery' (lower right); further signed, inscribed and dated 'A
FAIR SPANIARD/MRS CHOWNE/JOHN LAVERY/TANGIER 09' (verso)
oil on canvas
72.7 x 57 cm. (30 5/8 x 22 1/2 in.)

£50,000 - 80,000

€55,000 - 89,000

US\$66,000 - 110,000

Provenance

Sale; Bonhams, London, 18 October 1984, lot 25
With John Noott, Worcestershire, 11 November 1986, where acquired
by the present owner
Private Collection, U.K.

Exhibited

London, Colnaghi and Clarendon Gallery, *Society Portraits, 1850-1939*, 1985, cat.no.46 (ill.)

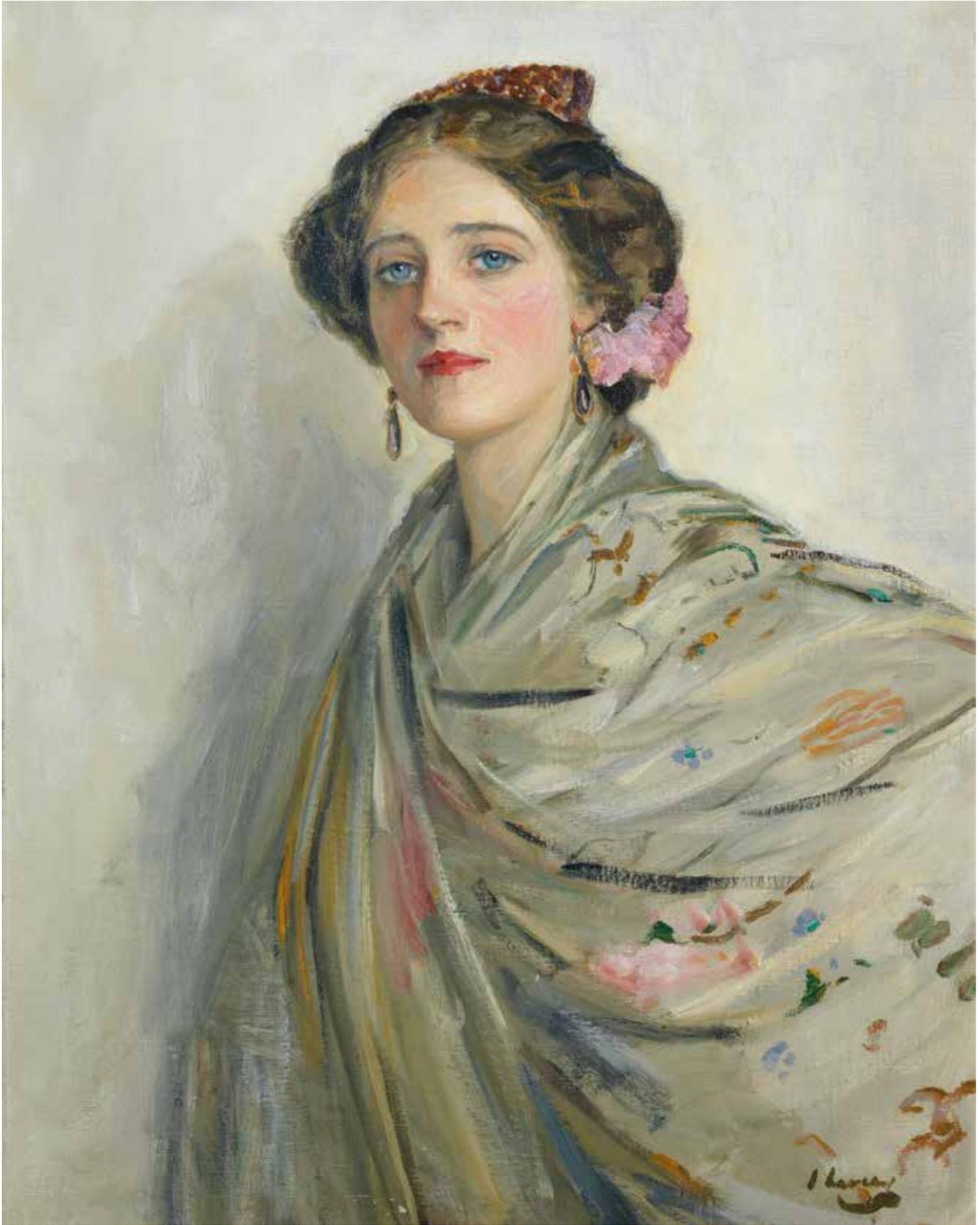
In the early months of 1909, when Lavery was working at his studio on Mount Washington, outside Tangier, he received a visit from the young artist, Gerard Chowne and his wife. Almost twenty years younger than Lavery, Chowne had overlapped with William Orpen and Augustus John at the Slade School of Fine Art in the late nineties, and was now a prominent member of the New English Art Club. A distinguished flower painter, he was currently trying to expand his range and for a brief period around 1908 was seen as 'a zealous and not unsuccessful student of Lavery's methods' ('Art in Lancashire: Sandon Society Exhibition', *Manchester Courier*, 1 May 1908, p. 10). At this point Chowne was leaving Liverpool where he had been a university lecturer and founder of the Sandon Society of Artists, which he had encouraged Lavery to join as an honorary member.

It is not known how the two artists met: they may have been introduced by R.B. Cunninghame Graham or William Rothenstein who had first encountered Chowne at Gibraltar in 1894. In the following years he and his wife spent more time painting in southern Spain and the south of France where in 1910 they were joined by Rothenstein's brother, Albert Rutherson. However the Lavery connection, prior to the production of the present canvas, remains obscure.

Being so close to Andalusia, Tangier's Spanish links were strong, and recognizing the current vogue in London for pictures of Spanish beauties by painters such as Sorolla and Zuloaga, Lavery proposed that his two portraits of Mrs Chowne should contain easily identifiable Spanish elements (Mrs Chowne's parentage or possible Spanish ancestry remains obscure). She was however regarded as a woman of great beauty in the artist community. In *The Spanish Hat*, for instance, he observes that this one feature is adapted to an otherwise stylish European ensemble.

In *A Fair Spaniard*, the national features are more obvious: the *pieneta* that would normally lift a *mantilla*, the floral hair-piece at the nape of her neck, and the magnificent silken *manton* or shawl that drapes her shoulders. This decorous wrapper, of the type reserved for the *Feria* at Seville, was much prized. It set Spanish women apart from those elsewhere in Europe and was used with great flourish in the *flamenco* (Havelock Ellis, *The Soul of Spain*, 1908 (Constable, 7th imp, 1924), pp.65-105). Lavery hails Mrs Chowne as 'a fair Spaniard', and while this refers to her beauty, it also alludes to her hair colour and the fact that she did not conform to the classic Andalusian facial type. Fair-skinned Spanish women were, according to contemporary sociologists, regarded as a relative rarity. Other classic Spanish female traits - coolness and self-possession, 'the quality of the gaze' - are there to see in Lavery's portrayal (Ibid, pp.80-5).

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



28 *AR

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

Dorelia

signed 'John' (upper right)

oil on canvas

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

Painted in 1925

£25,000 - 35,000

€28,000 - 39,000

US\$33,000 - 46,000

Provenance

With Arthur Tooth & Son, London, 1961

Duchess of Leeds

Sale; Christie's, London, 4 November 1983, lot 47

Sale; Sotheby's, London, 11 May 1988, lot 29

Private Collection, Canada

The name of Dorelia has become synonymous with the art of Augustus John, her origins and story becoming clouded in the romantic myth that now surrounds the life of John. She was born Dorothy McNeill in Camberwell in 1881 and whilst working as a secretary attended evening classes at the Westminster School of Art. She claimed to have first spotted Augustus John at a private exhibition and decided there and then he was to be her destiny but it is likely she was introduced to the artist through his sister Gwen. When John met Dorelia it was an instant and mutual attraction and she became his mistress and muse. With her sultry dark looks and large almond eyes, John found in her his gypsy lover, his inspiration. He renamed her Dorelia and taught her Romany. She bore him two sons before the premature death of Ida, and later two daughters. Despite numerous affairs they lived together until his death in 1961.

Although one of his most fruitful sitters for drawings throughout the first decade of the 20th century, John rarely drew Dorelia after the first world war. From the 1920s she would occasionally sit for an oil portrait and in them we see her progressively ageing until the last portraits of her, painted in the 1950s. Often formally posed as befitting the *grande dame* of John's art, yet fluidly executed by a hand now so familiar with its subject, these mature oils stand as testament to one of the most emotive romances of British art.

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





29 AR

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

Study of the artist's son, Caspar

signed 'John' (lower left)

pencil

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

£5,000 - 7,000

€5,500 - 7,800

US\$6,600 - 9,200

Provenance

With The Adams Gallery, London, where acquired by the present owner
Private Collection, U.K.

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



30 AR

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

Sketch of 'Mother and Child: Fragment'
signed and dated 'Moore/79' (lower right)

wax crayon

34.2 x 37.2 cm. (13 1/2 x 14 3/4 in.)

HMF 79 (181)

£6,000 - 8,000

€6,600 - 8,900

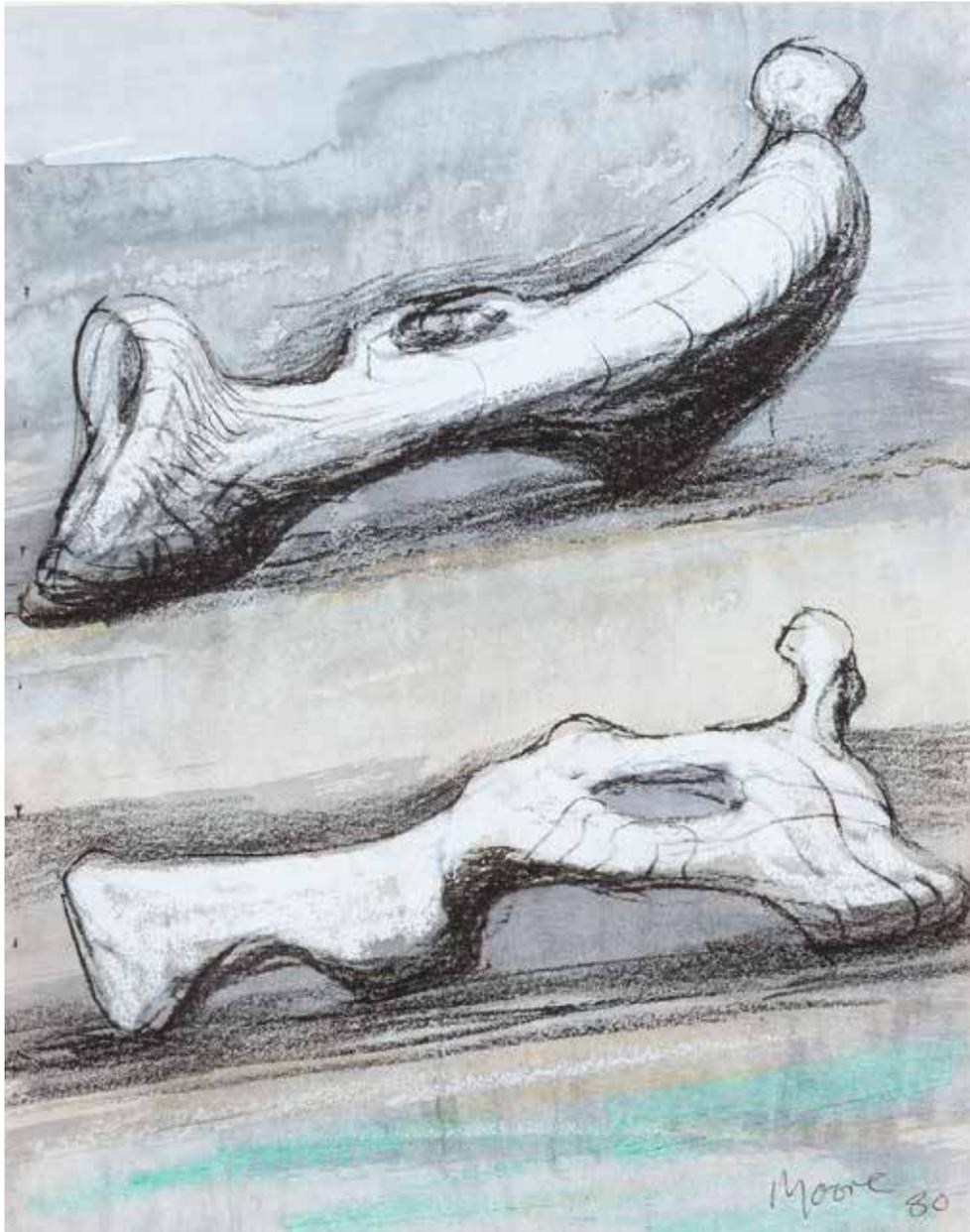
US\$7,900 - 11,000

Provenance

Gifted from the Artist to Mervyn Levy, by whom gifted to the family of the present owner
Private Collection, U.K.

The present work is believed to relate to the 1956 bronze *Mother and Child: Fragment*. It was gifted by the artist to Mervyn Levy during a studio visit filmed for the B.B.C.

We are grateful to the Henry Moore Foundation for confirming the authenticity of this previously unrecorded work.



31 AR

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

Two Reclining Figures: Bone
signed and dated 'Moore 80' (lower right)
wax crayon, watercolour and chinagraph over a printed base
22.9 x 18.1 cm. (9 x 7 1/8 in.)
HMF 80(126)

£7,000 - 10,000

€7,800 - 11,000

US\$9,200 - 13,000

Provenance

Private Collection, U.K.

Literature

Ann Garrould (ed.), *Henry Moore, Volume 5, Complete Drawings 1977-87*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 1994, p.118, cat.no.AG.80.172 (ill.b&w)



32 *AR

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

Trees against a Hedge

signed 'Moore' (lower left)

ballpoint pen, charcoal, wax crayon, pastel, watercolour, wash,
chinagraph and gouache

22.8 x 16.5 cm. (9 x 6 1/2 in.)

Executed in 1981

HMF 81(318)

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 24,000

Provenance

Acquired from the Artist

Private Collection, U.S.A.

Exhibited

New York, Cavaliero Fine Arts, *Henry Moore: Sculptures, Drawings, Prints*, 1983, cat.no.8, p.55 (col.ill); this exhibition travelled to Munich, Art-Select, *Henry Moore, Sculpturen, Zeichnungen*, 5 November–30 December 1983

Literature

Ann Garrould, *Henry Moore Drawings*, Thames and Hudson, London, 1988 p.238, pl.298 (ill)
Ann Garrould (ed.), *Henry Moore, Volume 5, Complete Drawings 1977-81*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 1994, p.228, cat.no.AG.81.297 (ill.b&w)

'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... I discovered when drawing I could turn every little scribble, blot or smudge into a Mother and Child... So that I was conditioned, as it were, to see it in everything. I suppose it could be explained as a 'Mother' complex'.

(Henry Moore, quoted in H.Moore and J.Hedgecow, Henry Moore, New York, 1968, p.61)

33 *AR

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

Maquette for Curved Mother and Child
signed and numbered 'Moore/8/9' (on the back of the base)
bronze with a green patina on a marble base
18.4 cm. (7 1/4 in.) (excluding the marble base)
Conceived in 1980

£100,000 - 150,000

€110,000 - 170,000

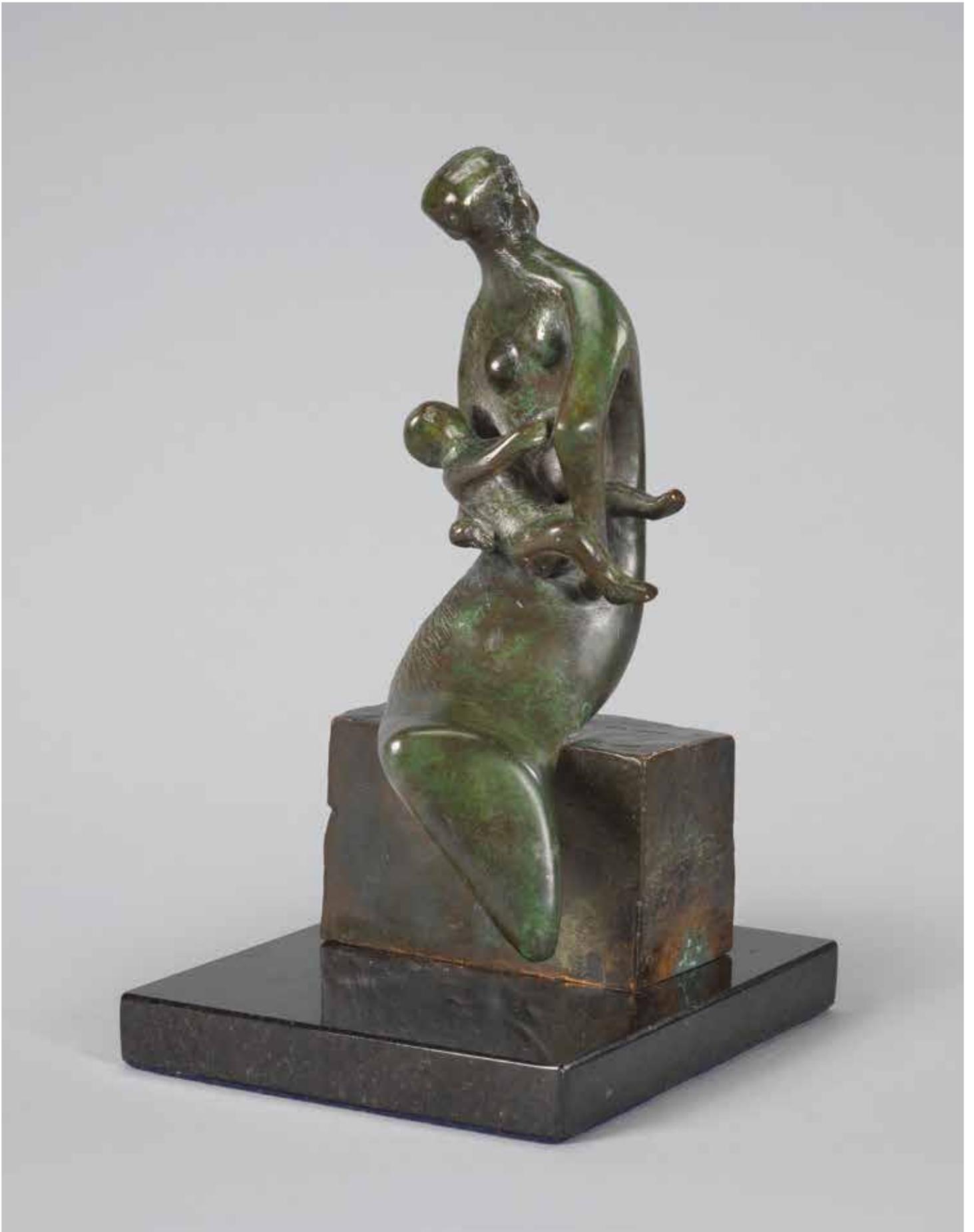
US\$130,000 - 200,000

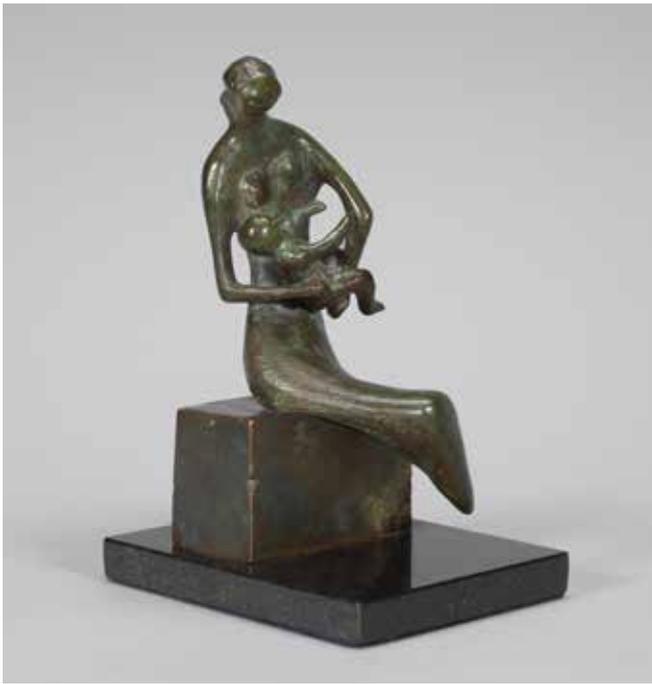
Provenance

With Goodman Gallery, Johannesburg, where acquired by the family of the present owner in the 1980s
Private Collection, Australia

Literature

Alan Bowness (ed.), *Henry Moore, Sculptures and Drawings, Sculpture 1980-86, Volume 8*, Lund Humphries, London, 1999, cat.no.791
(ill.b&w, another cast)





The theme of the mother and child is one of the most characteristic and fruitful Henry Moore explored over the course of his long career. Although the weight of meaning shifts with time, it remained fundamental to the expression of his artistic goals.

As Moore commented to Alan Wilkinson in 1979: 'The "Mother and Child" idea is one of my two or three obsessions, one of my inexhaustible subjects. This may have something to do with the fact that the "Madonna and Child" was so important in the art of the past and that one loves the old masters and has learned so much from them. But the subject itself is eternal and unending, with so many sculptural possibilities in it – a small form in relation to a big form, the big form protecting the small one, and so on. It is such a rich subject, both humanly and compositionally, that I will always go on using it' (Henry Moore, quoted in A. Wilkinson, ed., *Henry Moore: Writings and Conversations*, Berkeley, 2002, p. 213).

Throughout, the mother and child motif refers not just to the parental relationship but to an expression of fundamental concepts of fertility and creation, of birth and life, and to Moore's exploration of the essential nature of things. Perhaps not surprisingly, these ideas crystallized in a concentration of mother and child works both around the birth of Moore's own daughter Mary in 1946 and again with the birth of her daughter in 1977 (shortly before the conception of the present bronze) and through to Moore's final works of the mid 1980s.

A deeper understanding of the mother and child bronzes from this later period can be gleaned by closer examination of Moore's two-dimensional works. In both drawings (such as *Nude Seated Mother and Child* 1982) and etchings (such as *Mother and Child III*, 1983), Moore depicts the child sheltered and surrounded by the dark shadow of the mother's arms, stomach and breast. The child is curled up and facing inwards, clearly recalling the foetal position and indicating the very first stage of life. This can be seen referenced in sculpture of the period, generally more abstract, such as *Mother and Child: Block Seat*, 1983-4 and the *Mother and Child: Hood*, 1983 in St Paul's Cathedral.

In other drawings, the physical dynamic of the mother and child can be more separated. In *Mother and Child Playing on the Floor*, 1983 and similar compositions, the mother and child are distanced, connected by extenuated limbs alone. This is as close as the child comes to existing as an independent form. Primarily this is confined to the page. In bronze, very rarely do Moore's children manage to scamper free. In just a few examples, such the four *Reclining Mother and Child* works of 1979, do the children begin to clamber away from their matriarch.

It is the stage between these; the reliance on nurture and the release to a world beyond, which *Maquette for Curved Mother and Child* is concerned with. Drawings of the present work on the same sheet as *Mother and Child: Block Seat* indicated that these works were produced in tandem. However, *Maquette for Curved Mother and Child* can be considered to mark the development of the child; beginning to break the confines of its mother's form. Relative to the mother, the child is now larger, its lines now crossing those formed by her silhouette. A tender connection remains as the infant gazes up at its mother and she returns watchfully in delicately rendered features. Yet its limbs wriggle free, yearning to explore. The mother's breasts, although deliberately detailed on her otherwise stylised body, are small suggesting the child is now less reliant on her milk. She may not be able to contain the growing child for long; still for the time being at least her protective arm and shoulder form an enveloping shield.

At the end of his life Moore remarked 'It is impossible to turn to a single influence in any work of art, it can only come by the development and experience of a lifetime combined with these influences. And then it is only the truly great artists who can emerge to create their own individual style. Then with the artist's own ideas and abilities one hopes that an added vitality will be embraced within the work he produced' (Op.Cit, p.78-79).

From his first carving in the summer of 1922 Moore produced roughly 140 sculptures on the mother and child theme across his career. By nuanced and constant consideration each is deeply individual. Together they represent one of the richest veins of Moore's work and indeed now a vital component of 20th century British art as a whole. The late variations such as *Maquette for Curved Mother and Child* represent a summation of this entire process and their enduring popularity a testament to Moore's talent.





Benedict Read at his typewriter in the Witt Library, photographed by Philip Ward-Jackson

PROPERTY FROM THE ESTATE
OF BENEDICT READ (1945-2016)



BEN READ (1945 – 2016)

BY MICHAEL PARASKOS

Born in Beaconsfield in Berkshire in 1945, Ben Read was the youngest son of the eminent art theorist, Herbert Read, and the talented musician, Margaret Ludwig. Both parents had a profound impact on Ben, his father as an inspiration for Ben's career as an art historian, and his mother for instilling in Ben a lifelong love of music, especially opera. All of this was augmented, of course, by the stream of artists, musicians, writers, philosophers, and the other cultural figures, who visited the family home, at Stonegrave in Yorkshire, during Ben's childhood. The list of these reads like a who's who of global culture in the mid-twentieth century, from Barbara Hepworth and Henry Moore, to T.S. Eliot and C.G. Jung. Because of this, not only was Ben's youth spent living in a gloriously beautiful part of England, in a house filled with works by some of the world's greatest artists, but coming down to breakfast each morning he might find himself sharing his meal with the artist Ben Nicholson on one morning, and the anarchist George Woodcock on another. There is no doubt the diversity of these encounters rubbed off on Ben, so that he would often boast to more narrowly-focussed academic colleagues, that he was the last of the great pluralists.

Ben travelled with his parents too, sometimes with his father on visits to art and psychology conferences in New York or Ascona, and sometimes to see old friends, such as Peggy Guggenheim in Venice. It was on a trip to Venice, Ben admitted, whilst touring the city on Guggenheim's private gondola, that Ben managed to fall into the Grand Canal, much to the amusement of the great American art collector.

Ben attended the Catholic boys' school, Ampleforth College, as a boarder, even though it was just about within walking distance of Stonegrave. He recalled a happy time there, with a particular fondness for Father Anselm Cramer. At the school, Father Cramer taught Ben the skill of moveable type letterset printing, leading to Ben and his childhood friends becoming willing workers in a small print shop set up at the school. This was, Ben would later claim, with some justification, proof that he understood the practical side of creativity, not just the theory. After Ben's death, a complete set of the beautifully composed prints he made, together with a letter from the head of the Clarendon Press at Oxford University, praising the quality of the boys' work, was found in Ben's possessions and donated to the archive at Ampleforth.

After Ampleforth, Ben studied English Literature and Classics at Queen's College, Oxford. However, it soon became apparent his real interests lay in the visual arts and, after completing his time at Oxford, he enrolled at the Courtauld Institute of Art in London to study art history. There his interest in Victorian sculpture blossomed. In many ways, it was a clever choice for Ben, as the subject was severely neglected, and the most visible manifestations of Victorian sculpture, the public monuments on Britain's streets, were widely despised by modern architects, city planners and art historians alike, not least Ben's father. As a result, it did not take long for Ben to become the world's leading authority on the subject, and his book *Victorian Sculpture*, published by Yale University in 1981, remains a key text on the subject. It was this book that kick-started the revival of fortunes for Victorian sculpture, that is still apparent today.

In 1990 Ben was appointed the director of a new sculpture history course at Leeds University, funded by the Henry Moore Foundation. Working with colleagues, such as Terry Friedman and Tony Hughes, Ben developed this into a pioneering programme that placed, for the first time, sculpture at the centre of art historical research. Yet, what was most remarkable about the course Ben created was its breadth. Far from emulating the prejudices of the modernists against Victorian art in reverse, Ben taught the history of nineteenth-century sculpture alongside the work of artists he had known as a child, such as Hepworth and Moore. This would then be augmented by Ben's

interest in contemporary sculpture, with visits by figures ranging from Christo and Jeanne-Claude, to Antony Gormley, and Phyllida Barlow. It was certainly proof of Ben's boast that he was the last of the great pluralists.

But Ben's knowledge and love of art extended much further than sculpture, and he was a noted expert on painters including Albert Moore and Frederic Leighton from the nineteenth century, and Jacob Kramer and Ben Nicholson from the twentieth. As this suggests, Ben's interests were once again an amalgam of childhood memories of some of the key friends of his parents, and his own preferences, which not only went against his father's beliefs, but against the prevailing attitudes in wider society. One of the most curious achievements of which Ben liked to boast, was his role in the siting of Frederic Leighton's large painting *Cimabue's Celebrated Madonna*, painted in 1855, in the entrance hall to the National Gallery in London. Although the National's curators were not noted at the time for their admiration for Victorian art, it was Ben who suggested the Leighton might be appropriate given the Cimabue painting being celebrated in the Leighton is part of the gallery's collection. As Ben would mischievously add, it also helped that the painting was owned by the Queen.

Although Ben rarely bought works of art, his home was always full of paintings, sculptures and other art objects. Some rare purchases included the immensely important, and stunningly beautiful, *Helios and Rhodos*, again by Leighton, in which the Victorian artist shows a fluidity of brushwork that would win the admiration of any twentieth-century expressionist. Bought too were a portfolio of drawings and etchings by Jacob Kramer, again making the point that Ben was interested in twentieth-century art. Many other works were given to Ben by artists out of friendship. This includes gifts from Nicola Hicks, Edward Allington, and, my father, Stass Paraskos.

However, the majority of works in Ben's collection came to him in 1996, from the family home in Stonegrave, after the death of his mother. In most cases these had been gifts to Ben's father, and they include the pieces by Barbara Hepworth, Paul Nash and Ben Nicholson, now being sold at Bonhams. Other works in the collection, by artists including Ernst Barlach, Paul Klee, and Jean Cocteau, have been bequeathed by Ben to the University of Leeds.

As for Ben himself, he retired from teaching at Leeds University in 2005, but fond memories of his generosity and kindness to students and colleagues live on. A keen advocate of the importance of art in England's northern cities, he encouraged students to look at the art in their local museums and galleries, and treat it with the same level of respect as anything in major international collections. Many former students will also recall Ben's annual first year lecture course which invariably ended with him singing the greatest hits of Gracie Fields, as he tried to explain why a sculpture of her was placed in Rochdale Town Hall.

Despite increasing ill health in later years, much of it stemming from diabetes diagnosed when he was an infant, Ben remained active as a writer and occasional teacher, mainly at the City and Guilds of London Art School. His last written work, a history of the sculptors of the Royal Academy, is due to be published as part of a larger history of the Academy, next year.

Dr Michael Paraskos teaches art history at City and Guilds of London Art School and was a former student and colleague of Ben's at Leeds University.

Further works from The Estate of Benedict Read by Kurt Schwitters and Yayoi Kusama are to be included in the Impressionist & Modern Art auction, 1 March 2018, and the Post-War & Contemporary Art auction, 8 March 2018.



Benedict Read, circa 1960 (courtesy of Estate of Benedict Read)

PROPERTY FROM THE ESTATE OF BENEDICT READ

34

PAUL NASH (1889-1946)

The Peacock Path

signed 'Paul Nash' and with monogram (lower right)

pen and ink, watercolour and chalk

45.7 x 38.1 cm. (18 x 15 in.)

Executed in 1912

£70,000 - 100,000

€78,000 - 110,000

US\$92,000 - 130,000

Provenance

The Artist, from whom acquired by

Mrs J L Garvin, by whom bequeathed to

Benedict Read

Exhibited

London, Carfax and Co., *Drawings by Paul Nash*, November 1912,
cat.no.19

London, Tate Gallery, *Paul Nash, A Memorial Exhibition* 17 March-2
May 1948, cat.no.72 (as *Peacock Walk*)

London, Tate Gallery, *Paul Nash: Paintings and Watercolours*, 12

November-28 December 1975, cat.no.9

Arts Council Touring Exhibition, 1976, cat.no.9

Literature

Poet & Painter, 1946

Margot Eates, *Paul Nash*, John Murray, London, 1973,

p.17, p.20 & p.29, pl.4

Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.349,

cat.no.48

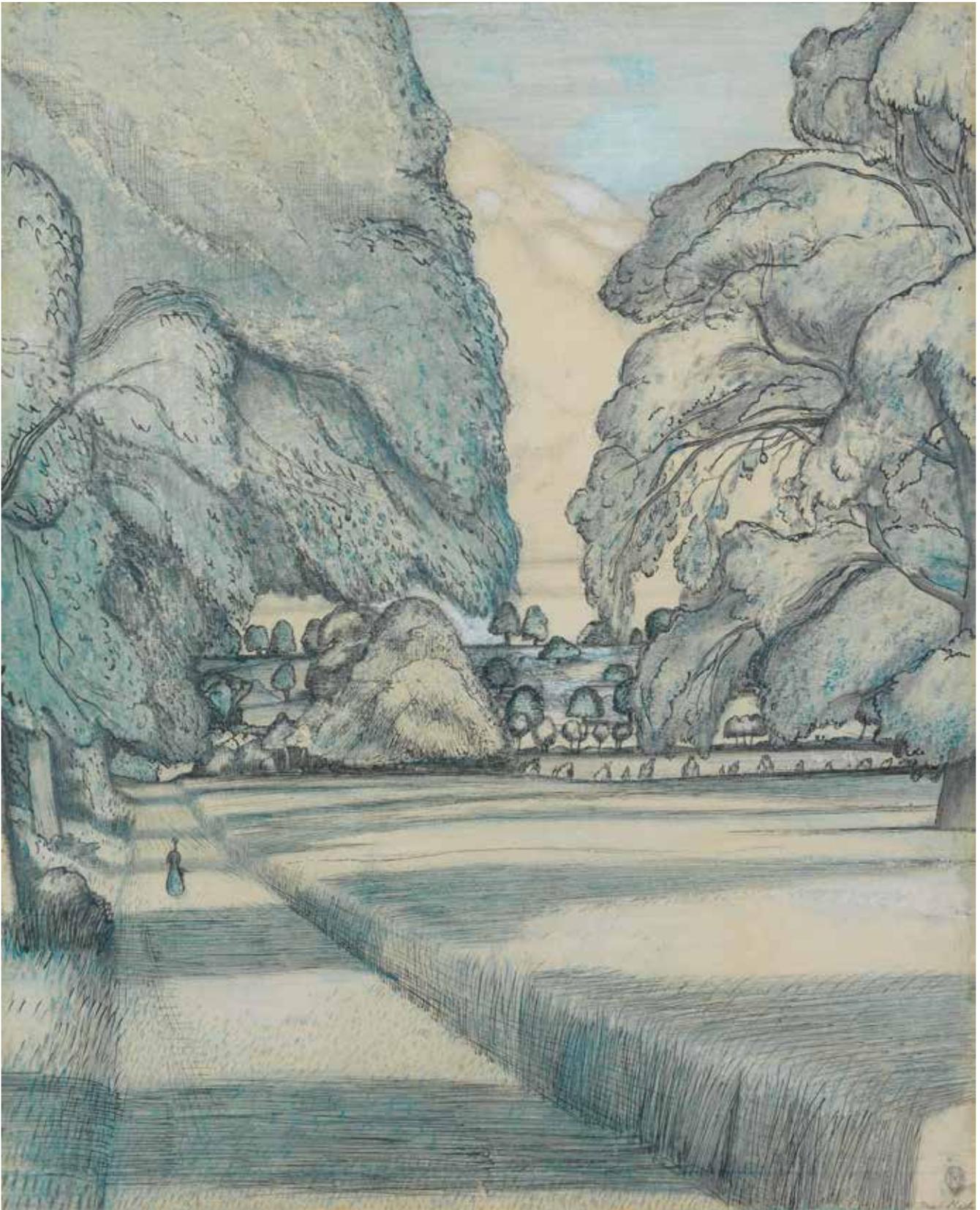




Fig.1. *The Three*, 1912, Paul Nash, Private Collection.



Fig.2. *A Drawing*, 1913, Paul Nash, Private Collection.

During his time at the Slade between 1910-11, Paul Nash became frustrated with the development of his landscape art. The tutorship of acclaimed names such as Philip Wilson Steer and Derwent Lees failed to impress with the former's fondness for Constable providing little inspiration and the artist noting that he had 'explored the Constable country. It held no terrors for me; I did not want to paint landscape like Constable' (Paul Nash quoted in Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.24). However, as a friend of Ben Nicholson he had direct access to probably the only landscape painter in England who could inspire him and during April 1911 was invited to spend time at Rottingdean, the family home, where father William was creating landscape paintings of the South Downs. Despite their size, these oils featured open skies with wheeling birds, little in the way of landscape features and the occasional single person (albeit not prominently positioned) or animal. They incorporated modest design and subtle control of colouring to create a subdued mood which brought a 'new kind of silence' and led to Nash's first *en plein air* studies of trees.

It was shortly after this in the Spring of 1912 that Nash received further encouragement from Sir William Richmond R.A. who, in response to works such as *Vision at Evening* (1911, Victoria and Albert Museum), declared 'My boy you should go in for nature' (quoted in Causey, Loc. Cit.) With Richmond's advice in mind Nash left his rooms in Chelsea for the parental home, Wood Lane House at Iver Heath in Buckinghamshire. The property had been specially built for the family in 1901 and included a plot of about an acre and a half, bordered by great elm trees and carefully planted with maturing shrubbery. The morning room, which Nash used as a studio, looked over what became known as the 'Bird

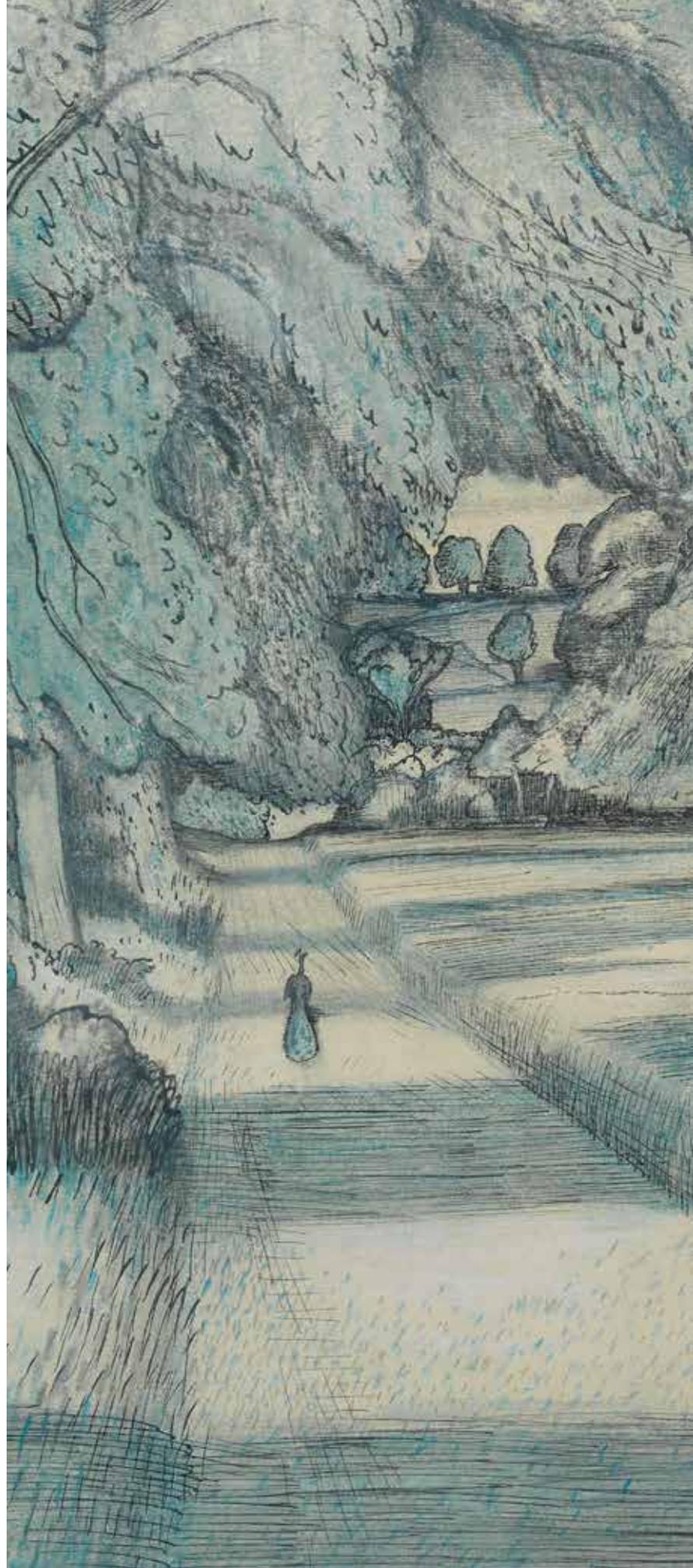
Garden' and has been described by Roger Cardinal as 'where it all began' (R. Cardinal, *The Landscape Vision of Paul Nash*, London, 1989, p.63). Nash's intricate knowledge of the garden and surrounding area quickly led to seminal works such as *The Three* (1912, Private Collection) which was sold in these rooms for £86,000 on 8 March 2005 (see Fig.1) and the simply titled *A Drawing* (1913, Private Collection), which at £212,500 set a new world auction record for work on paper by the artist on 17 November 2014 (see Fig.2).

Nash spoke of the 'Bird Garden' in his autobiography *Outline*, for which Sir Herbert Read wrote the foreword prior to its publication in 1949. His words leave us with little doubt of the impact this room had and the catalyst it was in encouraging him to transpose his ideas on nature and the natural world into clear pictorial terms. He describes how 'its magic lay within itself, implicated in its own design and its relationship to its surroundings. In addition, it seemed to respond in a dramatic way to the influence of light. There were moments when, through this agency, the place took on a startling beauty, a beauty to my eyes wholly unreal. It was this "unreality", or rather this reality of another aspect of the accepted world, this mystery of clarity which was at once so elusive and so positive, that I now began to pursue and which from that moment drew me into itself and absorbed my life' (quoted in R. Cardinal, Loc.Cit.)

Away from the sanctuary of the family home, other natural influences purveyed during this time. In 1912, the same year that *The Peacock Path* was executed, the Nash family visited relatives who lived close to Wittenham Clumps, an easterly outcrop of the Berkshire Downs which were formed of twin hills, each hosting beech woods. A group of related works duly followed with Nash commenting that 'Ever since I remembered them the Clumps had meant something to me. I felt their importance long before I knew their history. They eclipsed the impression of all the early landscapes I knew. This, I am certain, was due almost entirely to their formal features rather than to any associative force. They were the pyramids of my small world' (Paul Nash quoted in Andrew Causey, *Paul Nash, Landscape and the Life of Objects*, Lund Humphries, Farnham, 2013, pp.29-30). Several of the Wittenham pictures such as *Under the Hill* (1912, Tullie House Museum and Art Gallery) mark the landscape around and descent from the Clumps and, as in the present work, incorporate a path into the pictorial structure.

David Fraser Jenkins has spoken of 'a path through the elements' and the reoccurring importance of this motif within the artist's work during his formative years. As early as 1911 he had executed *The Wanderer* (The British Museum) depicting a solitary figure, possibly Nash himself, disappearing into the woods through a distinctive yet subtle central path cut through the grass and he would continue to use it as a compositional structure throughout his career, perhaps most powerfully in the war image *Marching at Night* (1918, Victoria and Albert Museum). The uniform and man-made path that has been cut through the long stalks of summer grass in the present work dominates the foreground of the composition with a sense of intimacy created by the low viewpoint that is enhanced by the dramatic shadows cast by the trees. Trees, which had held a spiritual quality for Nash since childhood visits to Kensington Gardens, dot the landscape with the branches and canopies of those on the left and right akin to a curtain waiting to be pulled back and reveal the enchantment that lies beyond. The peacock with its extravagant plumage and strong posture makes its way into this mystical world, a graceful bird whose presence seems almost to be a metaphor for the artist's free spirit which seems to inhabit the landscape. The artist was sparing with colour at this point yet the blue and green wash that permeates the work serves to accentuate the feeling of magical complicity.

The Peacock Path demonstrates the exquisite ability of Nash as an artist to inscribe human emotions and sensitivities into the landscape. While the human figure is absent from Nash's landscape, the work itself is nevertheless 'saturated with human presence and meaning' (R. Cardinal, *Op.Cit.*, p.7). This work was exhibited as part of Nash's first one-man show of drawings at the Carfax Gallery in 1912 and was subsequently included in two Tate Gallery exhibitions dedicated to the artist in 1948 and 1975 respectively. Having originally been acquired by Mrs J L Garvin, it was bequeathed to Benedict Read and bears the inscription 'For Benedict Read, son of Herbert Read and my godson' (on the backboard).





Herbert Read's Office, No.3 the Mall, Parkhill Road, 1933 (courtesy of Estate of Benedict Read)

SIR HERBERT READ (1893-1968)

'Meeting Moore and Hepworth and Nicholson changed his life. They stimulated his own creativity, and deepened his understanding of painting and especially sculpture... Discovering the range and eloquence of his writing was a personal education that no one else provided'

(Sir Alan Bowness)

Born in the North Riding of Yorkshire in 1893, by 1912 Herbert Read had enrolled at Leeds University before being called up for war in 1915. At Leeds, he studied Latin, logic, law, history, French, English, geology, economics and politics. Aside from his formal studies he was deeply interested in philosophy, and in particular Nietzsche. Whilst at Leeds he joined the Leeds Arts Club, founded in 1903, and run during Read's time by Frank Rutter, editor of *Art News* and *Sunday Times* art critic. Rutter used it as a forum for exploring and promoting contemporary avant-garde ideas in art and literature, and

in 1914 Percy Wyndham Lewis lectured on 'Cubism and Futurism'. Their President was the Vice Chancellor of Leeds University, Michael Sadler, who assembled what Michael Paraskos has described as 'probably the most progressive gathering of modern art in Britain at that time.' He enjoyed direct links with Wassily Kandinsky and owned what is considered one of his pre-war masterpieces, *Fragment 2 for Composition VII* (1913) now in the collection of Albright-Knox Art Gallery, Buffalo, New York State. The Russian painter and art theorist's seminal treatise, *Über das Geistige in der Kunst* was translated by Sadler's son providing Arts Club members access to this radical source of ideas regarding the visual arts. Sadler also owned Paul Gauguin's ground breaking *The Vision after the Sermon* (1888), known then as the 'Leeds Gauguin', now in the collection of the Scottish National Gallery of Modern Art, and its daring use of vibrant red and semi-abstracted forms will have been the first introduction for many members to Expressionism. Through one of his mother's friends who worked as housekeeper to Sadler, Herbert Read had more regular access than many to this legendary collection. Ultimately the Leeds Arts Club played a pivotal role in Herbert's life as Michael Paraskos neatly summarises:

'The great importance for Read of the school of thought fostered by the Arts Club must be accepted, and accepted as of far greater importance than just for the immediate period in question. Here in Leeds Read first became engaged in the key debates of contemporary culture. His engagement was through a specific Leeds outlook, which was to be important for him throughout the rest of his life.' (Edited by Benedict Read & David Thistlewood, *Herbert Read, A British Vision of World Art*, Leeds City Art Galleries, Leeds 1993, p.33)



Herbert and Benedict Read, circa 1960, (courtesy of Estate of Benedict Read)

The Leeds Arts Club was also where Read encountered his first true artist, Jacob Kramer (1892-1962). The pair would go on to debate at length the meaning of art via letters whilst Read was away fighting during World War I.

Posted to the Ypres Salient during 1915 Herbert Read was wounded in combat and returned to England before another posting to France again, where his actions saw him awarded the Military Cross. Later, for leading the retreat from St Quentin at the Second Battle of the Somme (1918) he was awarded the Distinguished Service Order, second only to the Victoria Cross. It was also during the war, in 1917, at Monaco's Restaurant in Piccadilly that he met the poet and playwright T.S. Eliot (1888-1965) after which the pair began a long and fruitful friendship. Shortly after the end of the war Read purchased his first original work of art, a Vorticist print by Edward Wadsworth.

Throughout his life, Herbert Read was a prolific writer of poetry. Published works date from 1915-1966 and this poetic aspect of his talents were sometimes tied in with those artists he was most closely associated. Ben Nicholson used Read's poem *Tenement* within his work *Gadero, Brissago, Ticino* which Bonhams is delighted to present for sale as Lot 37 in this auction.

Barbara Hepworth in 1948 produced a stunning and deeply personal painting, *The Poet Reading to his Children* (Leeds City Art Galleries), suffused with a brilliant pink. Hepworth described Read as, 'a great poet and a great philosopher, he is a man of exceptional vision and courage whose creative power has interpreted the visual arts in such a vital way that his name is known throughout the world today. In all his writings there has been a consistent aesthetic principle which,

when fully understood, could help to establish a new way of life in this troubled world and lead mankind towards peace.' (quoted in *Barbara Hepworth, Writings and Conversations*, edited by Dr. Sophie Bowness, Tate Enterprises, London 2015, p.148).

However, the most comprehensive collaboration came between him and Henry Moore in 1945-46 for Read's poem as follows:

*They came running over the perilous sands
Children with their golden eyes
Crying: Look! We have found samphire
Holding out their bone ridden hands.*

*It might have been the spittle of wrens
Or the silver nest of a squirrel
For I was invested with the darkness
Of an ancient quarrel whose omens
Lay scatter'd on the silted beach.
The children came running toward me*

*But I only saw the waves behind them
Cold, salt and disastrous
Lift their black banners and break
Endlessly, without resurrection.*

Peter Gregory of Lund Humphries proposed to publish a series of illustrated poems for a planned quarterly magazine, *The Arts*, and in 1946 Moore designed at least seven separate sheets incorporating the poem and at least another eighteen without.

Read first met Moore as assistant to Sir Eric Maclagan at the Victoria and Albert Museum in 1928 (Maclagan was among Moore's earliest patrons), and there followed an invitation to view his studio and works at Parkhill Road in Hampstead. By 1933 Herbert and his new love Margaret Ludwig were also living on the same road along with Ben Nicholson and his wife Barbara Hepworth. Paul Nash lived close by. In his essay, *A Nest of Gentle Artists* published in *Apollo* Vol. LXXVI, No.7 (1962) Read describes this time:

'For five years I lived in friendly and intimate association with this group of artists, visiting their studios almost daily and watching the progress of their work. At the back of the studios were small gardens, and in mine I built a wooden hut, about six by four feet, and there, during the first summer, I wrote *The Green Child* [his first and only novel]. It was the happiest period of my life.'

Sir Herbert Read went on to become the most influential British commentator of the visual arts during the Twentieth Century. He was among the first individuals to champion the works of Barbara Hepworth, Henry Moore and Ben Nicholson along with a whole raft of other names; specifically, the group of eight young sculptors (they were all under forty) exhibiting at the British Pavilion at the 1952 Venice Biennale: Robert Adams, Kenneth Armitage, Reg Butler, Lynn Chadwick, Geoffrey Clark, Bernard Meadows, Eduardo Paolozzi and William Turnbull. In his essay, *New Aspects of British Sculpture* to the 1952 catalogue accompanying the Venice exhibition, Read coined a phrase – *The Geometry of Fear* – which is universally still used to describe the type of art being produced by these British artists at the beginning of The Cold War:

'These new images belong to the iconography of despair, or of defiance; and the more innocent the artist, the more effectively he transmits the collective guilt. Here are images of flight, of ragged claws "scuttling across the floors of silent seas", of excoriated flesh, frustrated sex, the geometry of fear.'

The vast body of literature Read produced through his career lasting half a century, including *The Meaning of Art* (Faber & Faber 1931), *Art Now; An Introduction to the Theory of Modern Painting and Sculpture* (Faber & Faber 1933), *A Concise History of Modern Painting* (Thames & Hudson 1961), *Contemporary British Art* (Penguin Books 1964), *A Concise History of Modern Sculpture* (Thames & Hudson 1964) and *Henry Moore; a study of his life and work* (Thames & Hudson 1965) added a rich and complex layer to art criticism which tackled the most challenging and controversial art movements and theories of the Twentieth Century.

'The intensity in an abstract is greater than in a still life, because the painter's intuition is free; freedom compels responsibility and continuity of decision becomes intuition's sole responsibility.'

(John Summerson)

35 AR

BEN NICHOLSON O.M. (1894-1982)

1936 (gouache)

signed three times, initialled, inscribed and dated twice 'Ben Nicholson 1936/gouache/version 3/12 hand painted by B.N./ for Herbert + Ludo Xmas 1938/Nicholson/Mall Studios/Park hill Rd/NW3 London' (on the backboard)

gouache on card

38.1 x 50.2 cm. (15 x 19 3/4 in.)

£150,000 - 200,000

€170,000 - 220,000

US\$200,000 - 260,000

Provenance

Gifted from the Artist to Sir Herbert and Lady Margaret 'Ludo' Read, 1938, thence by descent to Benedict Read

Exhibited

Leeds, City Art Galleries, *Herbert Read: A British Vision of World Art*, 25 November 1993-5 February 1994, cat.no.162 (col.ill.)



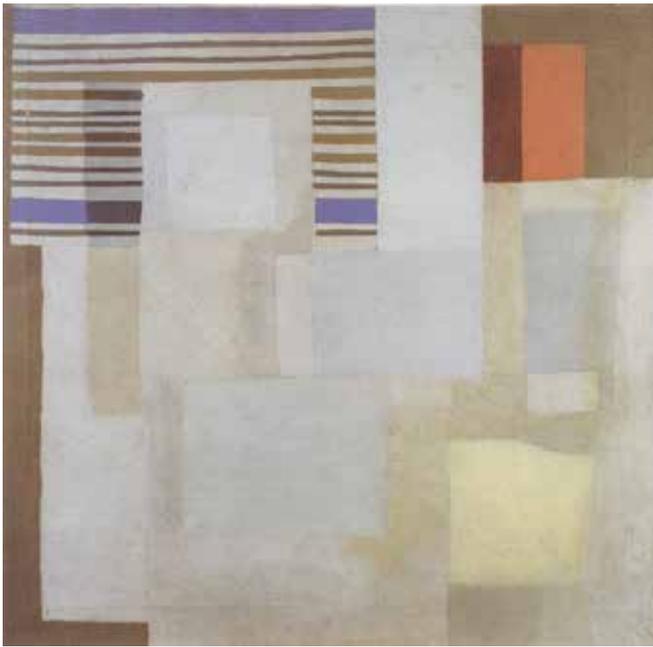
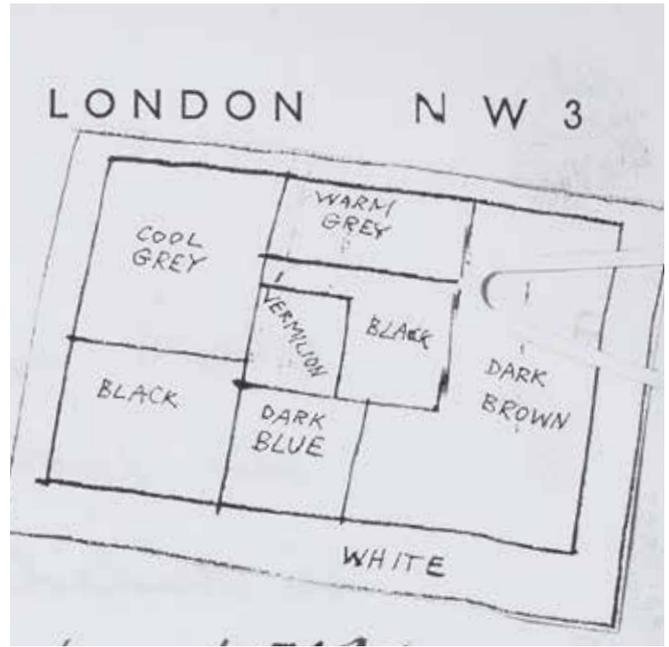


Fig.1. 1924 (*Trout*), Ben Nicholson, Private Collection, © Angela Verren Taunt, 2017 Artists Rights Society (ARS), New York/DACS, London



Letter from Ben Nicholson to Albert E. Gallatin, 1935 (detail), courtesy of the New-York Historical Society

‘Think of them, for the moment, not as “pictures” but as “objects” – objects possessing a certain kind of life, objects absorbing and giving back life. If you start hanging a few abstract Nicholsons in a room you will soon find how powerful this life is. You will not be satisfied merely to hang the paintings at the salient points in the room: they will suggest their own positions, and wherever you place them they will have their own influence on the room. They become parts of the space you live in. The “identity between canvas and idea” has become absolute: painting crosses the conventional boundary between “art” and “life”’. (John Summerson, *Ben Nicholson*, Penguin Books, London 1948, p.10).

The white reliefs begun by Ben Nicholson in 1934 and which he continued to produce through the 1930s are widely regarded as one of the most significant steps in English Modernism. One of these was exhibited for the first time in New York, at the Museum of Modern Art, in their 1936 show *Cubism and Abstract Art*, the same year 1936 (*gouache*) (the present Lot) was painted. MoMA’s Director at that time and organiser of the exhibition, Alfred Barr, has been compared to Sir Herbert Read in terms of his support and promotion of modern art. And he regarded both Henry Moore and Ben Nicholson as the foremost protagonists of Modernism in Britain during the 1930s. This was an important year therefore for Ben Nicholson’s exposure to the international art world, one which helped to establish his reputation as one of the leading intellectual lights of pure abstraction.

Nicholson had flirted with abstraction early on in his career. Of the few known canvases, 1924 (*trout*) (private collection) is undoubtedly the most inspired and successful (see fig.1). Along with 1924 (*first abstract painting – Chelsea*) (Tate collection) and 1924 (*first abstract painting – Andrew*) (private collection) their routes lie in the Cubist paintings Nicholson saw in Paris with his first wife Winifred during journeys to and from their home at Lake Lugano in Switzerland. They are evidence of Nicholson’s early determination to break from the traditional methods of still life painting he had inherited from his artist father Sir William Nicholson. Although the phase was short-lived, probably owing to their negative criticism in the press at the time, their influence on the artist’s psyche were immense. This can be seen when

considering 1936 (*gouache*) in the context of these brief forays into abstraction. The organisation of squares and rectangles, and indeed the choice of colours, in Benedict’s work strongly recalls those in 1924 (*trout*). The punchy note of red upper right in the latter has been enlarged and centred in the present work so that it commands the entire composition, and the neighbouring colours are all subordinate to it. Twelve years had passed between the execution of the two and Ben Nicholson had grown in stature and more importantly confidence. This can be seen by the perfect harmonies at play in 1936 (*gouache*) and the different, more refined picture surface, as Jeremy Lewison notes:

‘Like the white reliefs, however, the geometric paintings of the late thirties eschewed surface incident and maintained a smooth impasto. This was the only time in Nicholson’s career when he did not favour a highly textured, weathered surface, presumably in order to depersonalise and purify the work so that colour and form became the subject. (Jeremy Lewison, *Ben Nicholson*, Phaidon Press, London 1991, p.18).

Ben Nicholson viewed the design and colour scheme of 1936 (*gouache*) as among the most satisfying he produced. Their genesis, for it is noted on the backboard of Benedict’s gouache that his was version three out of twelve, lie in the oil painting of the same size and date now in the collection of the Philadelphia Museum of Art. It is not known, however, whether the artist completed all twelve examples.

The oil prototype was purchased directly from Nicholson by Albert Gallatin for his Museum of Living Art at New York University, which was to be America’s first ever institution exclusively devoted to contemporary art. Gallatin’s archives contain an illustrated letter from Nicholson (transcribed below) remarking that the composition is ‘one of the best paintings’ he had executed. The work was transferred in 1945 to the Philadelphia Museum of Art.



Herbert and Ludo Read with Ben Nicholson on the terrace at Stonegrave with Hector, circa 1960 (courtesy of Estate of Benedict Read)

Feb 16 (1939)

Dear Mr Gallatin,

Thank you for your letter. I am, of course, very pleased that you remember one of my paintings + that you would like to have it for your museum of Living Art. I think the one you are referring to be an oil painting (sketch enclosed) 20 x 15, + I still have it here.

I regard it as one of the best paintings I have done (I have recently made some gouaches from it) + I should feel it very representative of my work which is of course important from my point of view if it is to be included in your important collection.

I should be willing to reduce it from its original price of 35 to 25; would you consider that a fair reduction?

I must pass on this good news to Mondrian, that is first class news that Valentine has sold two paintings by him.

With all best wishes,

Ben Nicholson.

The reference to Piet Mondrian in the final sentence reminds us of the special relationship he and Nicholson enjoyed during the run up to the Second World War. Nicholson first met Mondrian in his Parisian studio during 1933, which proved a significant moment, as Sarah Jane Checkland remarks. 'After taking his leave, Ben stumbled out, stunned, into a café outside. Later he recalled how he sat there for ages "on the edge of a pavement almost touching all the traffic going in & out of the Gare Montparnasse", and experienced "an astonishing feeling of quiet & repose". Soon he concluded that Mondrian's recent work was "the first clearly defined step" in art since Cubism and, as such, the "most important event of today"' (Sarah Jane Checkland, *Ben Nicholson, the Vicious Circles of his Life & Art*, John Murray, London 2000, pp.132-133).

Five years later, as political tension mounted in Paris prior to the outbreak of war, Mondrian plagued by illness, sought a new home. It was Nicholson who responded first, and with the help of Winifred they accommodated him in a bed-sitting room at 60 Parkhill Road in Belsize Park, North London, where Ben's studio was located in the garden. Mondrian spent just over a year in London before his move to New York shortly following the outbreak of war, and considered Ben Nicholson and Barbara Hepworth among his closest friends. Jeremy Lewison evaluates perfectly the significance of Mondrian's year in London on Ben:

'While undoubtedly Mondrian made a great impact on Nicholson, particularly in regard to the poise and balance of his paintings and the use of flat areas of colour, Nicholson's works of the late thirties should be seen as much as a natural development out of his own work rather than as the assimilation of Mondrian's influence...The colours are both primary and tonal mixtures and, while divided into strict geometric shapes, they are not controlled by a grid. Such paintings seem to declare an interest in the space creating characteristics of colour in contrast to the theosophical intentions behind Mondrian's (Op.Cit.,p.18).



Margaret 'Ludo' Read (nee Ludwig), circa 1930
(courtesy of Estate of Benedict Read)

LADY MARGARET ‘LUDO’ READ (1905-1996)

Margaret Ludwig was born on 27 March 1905 in Aberdeen to parents of German descent. Described as “small, dark eyed and with a very deep voice” (James King, *The Last Modern, A Life of Herbert Read*, St Martin’s Press, New York, 1990, p.102), her family name was ‘Golly’ although she soon became known to all as ‘Ludo’.

With no fewer than seven siblings, the overwhelming passion of the Ludwig family was music and Ludo was no exception. She was an accomplished viola player and after graduating from Edinburgh University with a first-class degree she went to Cologne to study music. It was here that she discovered the beginnings of her faith and what would become a life-long preoccupation. On returning to Scotland she was received into the Catholic Church and began working as a lecturer at the University. In 1931 the then 26-year-old Ludo was invited to one of the infamous lunches hosted by Andre Raffalovich, a rich Russian Jew who in his youth had been the lover of John Gray, himself the friend of Oscar Wilde and Aubrey Beardsley. It was at this fateful event that she met and instantly fell in love with Sir Herbert Read, the newly appointed Professor of Fine Art.

At the time, Herbert had a wife, Evelyn, and young son and this, along with a thirteen-year age gap and Ludo’s staunch Catholicism, meant for something of a scandalous union. She wrestled with the immorality of her situation but nevertheless, in 1933 they ran away to London with Herbert divorcing and resigning from his position. There, they initially sought refuge in Henry Moore’s studio whilst he was on holiday and on his return, Barbara Hepworth and Ben Nicholson managed to find the couple accommodation near them in Hampstead. Both Herbert and Ludo struggled at times with the manners and morals of their Bohemian set of friends but they were relieved to be free of the confines Edinburgh had held for them. Ludo enjoyed the avant-garde company and was completely undaunted. Strong willed and renowned for her glamour, when Hepworth once criticised her for wearing ‘unnatural’ high heels she quickly retorted ‘what’s wrong – cows walk on them don’t they!’.

In 1937, a year after they were married, the Reads moved out of London to Broom House near Beaconsfield where they were noted for their exotic apparel, her in clogs and him in French berets – sadly the accepted norm in Hampstead was considered outrageous in Buckinghamshire. As a result, they were alienated from many of their neighbours but the move was still a success with “Ludo taking to the country like a squirrel to a tree” (Op.Cit., p.172). Both still made regular trips to London with Ludo writing music for films among other projects.

By 1949 however, Herbert gave in to his long hankering to return to his roots and having purchased a large rectory called Stonegrave he uprooted wife and children to rural North Yorkshire. Ludo had no desire to move but the proximity to Ampleforth, the Benedictine monastery, persuaded her and she was to make several friends with the musical monks there. Following Sir Herbert’s knighthood in 1952, the now Lady Read became something of a dominant force in the local area and threw herself into organising various charity and musical enterprises. Whilst he had been nonplussed with the honour, Ludo insisted he accept stating to friends “Darlings, what’s the use of being Mrs O.M?” (Op.Cit., p.266).

After her beloved husband’s death in 1968, Ludo remained at Stonegrave until 1993 when she relocated to a Catholic convent in West London. She died there surrounded by six nuns saying the rosary.



Herbert Read, by Howard Coster 1934, with the present work on the mantelpiece
© National Portrait Gallery, London

“The sculptor carves because he must”

(Barbara Hepworth in Barbara Hepworth, *Writings and Conversations*, Ed. Sophie Bowness, Tate Publishing, London, 2015, p.16)

36 AR

DAME BARBARA HEPWORTH (1903-1975)

Mother and Child

ironstone on a stone base

13 cm. (5 1/4 in.) wide (including the base)

Carved in 1934

£150,000 - 200,000

€170,000 - 220,000

US\$200,000 - 260,000

Provenance

Lady Margaret 'Ludo' Read (by 1934)

Sir Herbert and Lady Margaret 'Ludo' Read, thence by descent to Benedict Read (1945-2016)

Exhibited

London, Marlborough Gallery, *Art in Britain 1930-1940*, March 1965, cat.no.38

London, Tate Gallery, *Barbara Hepworth*, 3 April-1 May 1968, cat. no.23

Cambridge, Kettle's Yard, *Carving Mountains*, 7 March - 26 April 1998 (ill.b&w); this exhibition travelled to Bexhill-on-Sea, De la Warr Pavilion, 2 May-28 June

London, The Morley Gallery, Morley College, *Works from the Personal Collection of Herbert Read*, 21 April-23 May 1970, cat.no.11

Norwich, Castle Museum, *Moore, Hepworth, Nicholson: A Gentle Nest of Artists in the 1930s*, 31 January-19 April 2009, cat.39; this exhibition travelled to Sheffield, Graves Gallery, 20 May-29 August
Norwich, Sainsbury Centre, *Masterpieces: Art and East Anglia*, 14 September 2013-24 February 2014 (col.ill)

London, Tate Britain, *Barbara Hepworth*, 24 June-25 October 2015, cat.no.55 (col.ill); this exhibition travelled to Otterlo, Kröller-Müller Museum 28 November 2015-17 April 2016 and Rolandseck, Arp Museum, 22 May-28 August 2016

Perry Green, Henry Moore Foundation, *Becoming Henry Moore*, 14 April-22 October 2017, unnumbered (col.ill.)

Literature

'Axis, A Quarterly Review of Contemporary "Abstract" Painting & Sculpture', no.1, January 1935, p.18 (ill.b&w., as *Carving*)

William Gibson, *Barbara Hepworth: Sculptress*, Faber and Faber, London, 1949, pl.19 (ill.b&w)

Herbert Read, *Barbara Hepworth, Carvings and Drawings*, Lund Humphries, London, 1952, pl.31 (ill.b&w)

J.P. Hodin, *Barbara Hepworth*, London, Lund Humphries, 1961, cat. no.60

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

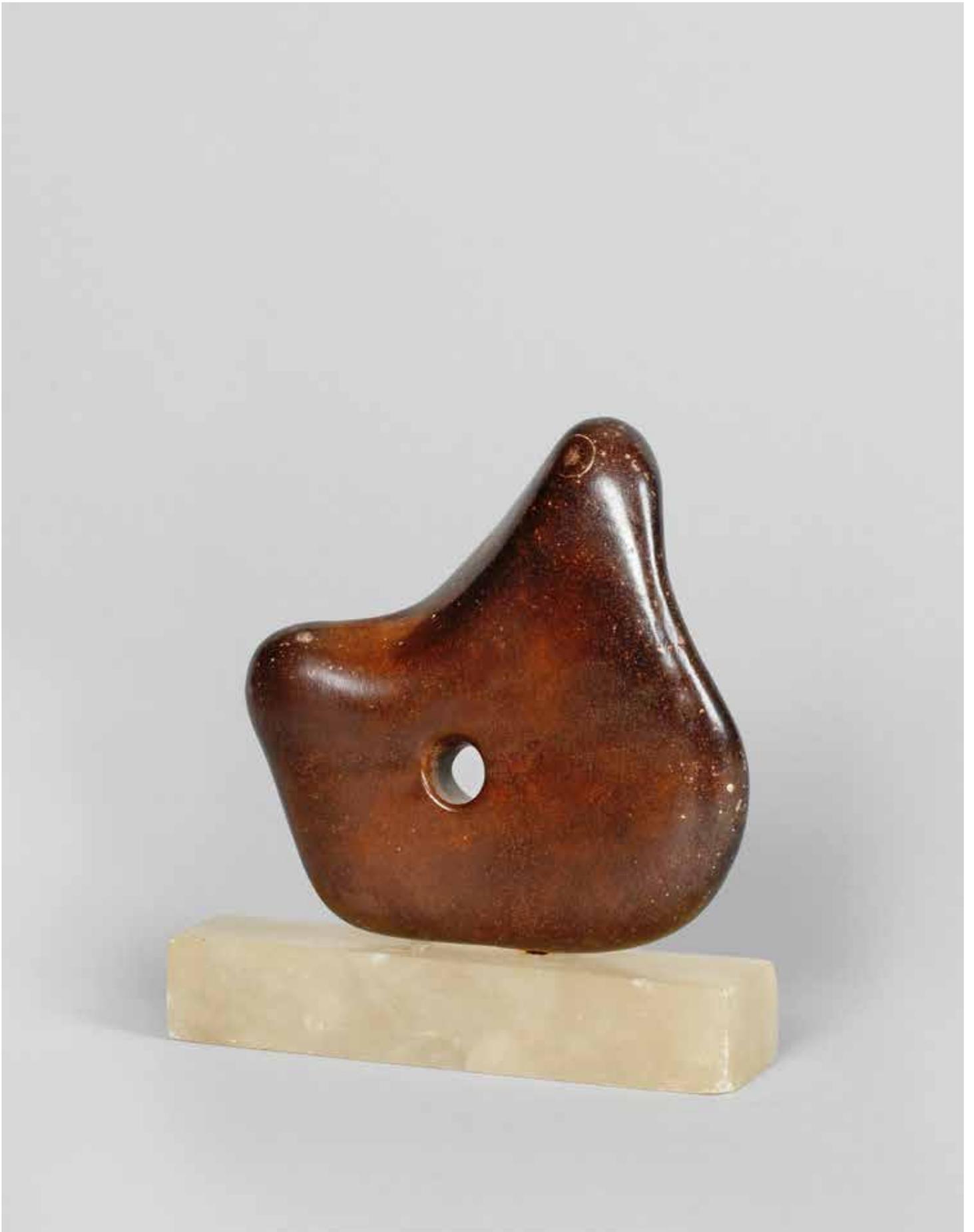




Fig.1. Pierced Form, 1931, Dame Barbara Hepworth
© Tate, London 2017



Alternative view of the present work

In 1931, and with her marriage to John Skeaping falling apart, Barbara Hepworth took a holiday to Norfolk that would not only change her life but the evolution of Modern British art as we know it. Together with likeminded contemporaries such as Henry and Irina Moore, Ivon Hitchens and Ben Nicholson (whom she promptly fell madly in love with), she travelled to Happisburgh on the coast where she hoped to find both the space to recover from her marital woes and fresh inspiration for her work.

The artistic powerhouse that was the new union of Nicholson and Hepworth was already a significant development for the history of 20th Century art but perhaps more fortuitous was Hepworth and Moore's discovery of the ironstone pebbles that littered this part of the coastline. So called for its colour rather than its hardness, this natural stone was easily worked and inherently beautiful as Skeaping noted in a memoir "Henry, Barbara and I used to pick up large ironstone pebbles from the beach which were ideal for carving and polished up like bronze" (see www.tate.org.uk). Although alabaster was predominantly her material of choice through the 1930s, she (and Skeaping and Moore) returned to ironstone time and time again. After Ben departed the holiday early, Hepworth wrote to tell him that her and Moore had packed up no less than four large crates of the stones to be shipped back to London. Their flattish disc-like shape lent themselves to shallow carving and ideas overlapped between the group of friends at this time leading to Tate acquiring an ironstone fish by Skeaping believing it to be by Hepworth.

**"It must be stone shape
and no other shape"**

(Op.Cit., p.20)

Aside from the aforementioned qualities of this stone, as Moore was to crucially remark years later some 'had holes going right through them'. That now iconic emblem of modern art, the pierced form, revealed on a blustery beach in East Anglia. Hepworth had already been looking to the organic shapes of her continental contemporaries such as Brancusi and Arp but on home turf it was her who that same year as her fateful trip to Norfolk produced a pink alabaster piece simply titled *Pierced Form* - complete with arbitrary hole. Although exhibited with Arthur Tooth as *Abstraction* it was clearly derived from a torso (see fig.1). This modest carved work was of small proportions and simple design yet represented a stylistic development of fundamental importance. One that was to go on to inform and influence not just Moore (as soon as the following year), but dozens of others in the following years and decades. This key sculpture was unfortunately destroyed in the war but conceived in 1934 and of similar form and size, the present work must be viewed as a direct link to the lost, ground-breaking *Pierced Form*. Furthermore, it also represents that other perennial theme of the mother and child.

In 1934, the year *Mother and Child* was carved, Hepworth created a group of works on this subject. Being pregnant herself with triplets the subject was deeply personal. However the others dating from this year are two-piece works where the smaller 'child' shape sits on the mother's knee or rests in a hollow formed by her embracing arms or lies nestled beside her. This arrangement imparts a protectiveness and highlights the physical kinship of the two. The critic Adrian Stokes commented in *The Spectator* that "So poignant are these shapes of stone.... It is not a matter of a mother and child group represented in stone, Miss Hepworth's stone is a mother, her huge pebble its child." (*Barbara Hepworth, A Pictorial Autobiography*, Tate Publishing, 2012, p.29). *Mother and Child* however presents the viewer with a single, unified form.



1970, Dame Barbara Hepworth, Naum Gabo, Henry Moore and Lady Read admire Gabo's 'Linear Construction No. 2' at the Tate Gallery, London, donated as a tribute to the late Sir Herbert Read. (Photo by Douglas Miller/Keystone/Getty Images)

This physical harmony emphasises even further the maternal tenderness, blending two into one and denoting their eternally linked forms quietly with two incised eyes, one large one small. A living thing in stone. Their gentle curves and soft profile not only recall eroded pebbles but are heavily influenced by a pivotal trip made to Provence with Ben the year before. She described travelling by train to Avignon in a state of suppressed excitement watching the undulating landscape of the Rhone valley and "I began to imagine the earth rising and becoming human" (Sally Festing, *Barbara Hepworth, A Life of Forms*, Penguin, 1995, p.98). After 1934 however and following the birth of the triplets, all naturalism disappeared from her work. And by her own admission Hepworth became absorbed in the expression of the texture and weight and the tensions between forms.

The present work was in the collection of Lady Margaret 'Ludo' Read by 1934, the same year of its creation. Sir Herbert and Ludo had just moved from Scotland to London taking up residence in Henry Moore's Parkhill Road studio just a few doors down from Hepworth and Ben Nicholson, and with Paul Nash and others nearby, deep in that 'nest of gentle artists' as Sir Herbert famously described it. A momentous time for all, it was also the same year the Unit One manifesto and Read's first appreciation of Henry Moore were published. Whilst it is not known whether *Mother and Child* was gifted or purchased it is known that it specifically belonged to Ludo, rather than her husband, and given their close relationship one wonders whether this carving could have been a sort of 'welcome' talisman imparted from one (pregnant) woman to the other (who perhaps hoped to be soon).

Nowadays it is rare to see Hepworth's work from the early 1930s in private hands. The handful of other known examples are largely in Public Collections, destroyed or untraced. Furthermore, the present work appears to be the earliest pierced form carving by Dame Barbara Hepworth to ever have been offered at auction. Taking this into consideration, its recent exhibition at The Henry Moore Foundation and the esteemed provenance of the Read family, *Mother & Child* is truly a museum quality carving by one of Britain's foremost sculptors.



Alternative view of the present work

VARIOUS PROPERTIES

37 AR

BEN NICHOLSON O.M. (1894-1982)

Gadero, Brissago, Ticino

signed with initials and dated 'BN 1960' (lower left); further signed, titled and dated again 'NICHOLSON/GADERO/BRISSAGO TICINO/aug 61 Gadero/for Herbert affectionately/Ben & Feli' (on the backboard)

oil, pencil and wash over a printed base

49.7 x 59.9 cm. (19.5 x 23 5/8 in.) (including the artist's prepared backboard)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

A gift from the Artist to Sir Herbert Read, and thence by descent
Their sale; Sotheby's, London, 15 December 2010, lot 35
Private Collection U.K.

Exhibited

Leeds, Leeds City Art Galleries, *Herbert Read: A British Vision of World Art*, 25 November 1993-5 February 1994, cat.no.167

Literature

Benedict Read and David Thistlewood, *Herbert Read: A British Vision of World Art*, Leeds City Art Galleries in association with Lund Humphries, London, 1993, p.11, cat.12 (col.ill, p.17)

For a more in depth view on Sir Herbert Read's poetry and its association with the artists Dame Barbara Hepworth, Henry Moore and Ben Nicholson please see the introduction to Sir Herbert Read on page 74 of this catalogue. The present work by Ben Nicholson is accompanied by Sir Herbert Read's poem.

Tenement

Third block
four up
the windows shut
black uncurtain'd

reflect
rainy clouds
uncertain tracery
of winter twigs

other windows
glint grin
all sinister
within

a wire sings
an insulator
clings
like a wren to the wall

Herbert Read



38 *AR

BEN NICHOLSON O.M. (1894-1982)

Brown Column

signed, titled and dated 'April 79/(brown column)/Nicholson' (verso);
titled and dated again '(brown column)/April 1979' (on the backboard)
pen and oil on paper

56 x 25.6 cm. (22 x 10 in.) (including the artist's prepared backboard)

Painted in 1979

£8,000 - 12,000

€8,900 - 13,000

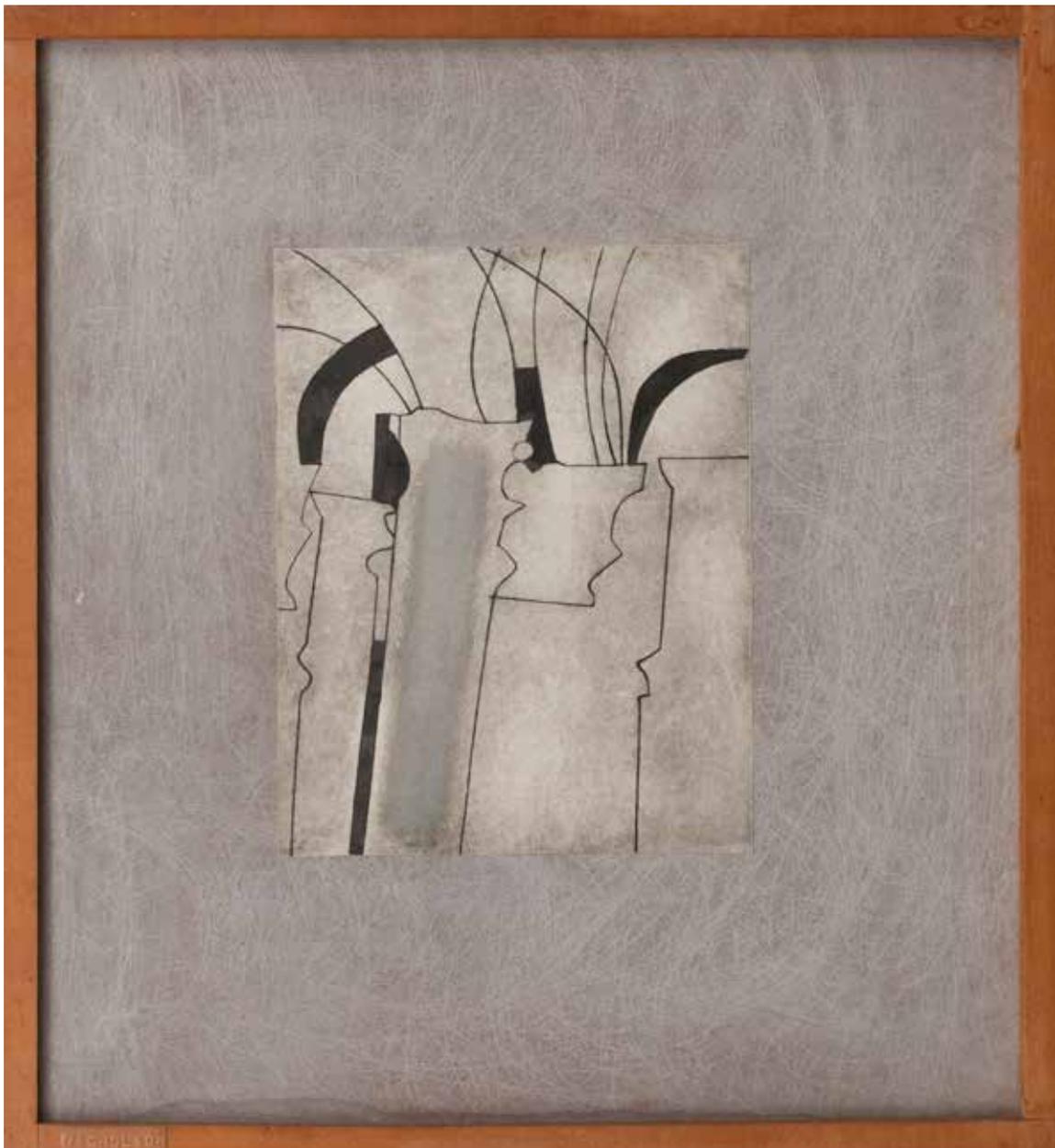
US\$11,000 - 16,000

Provenance

With Jeanne Frank, New York

With Waddington Galleries, London

Private Collection, Australia



39 AR

BEN NICHOLSON O.M. (1894-1982)

Urbino I (Variation on a theme)

signed, titled and dated 'NICHOLSON/1965/Urbino 1' (on the backboard)

ink and oil wash over a printed base

36.8 x 33 cm. (14 1/2 x 13 in.) (including the artist's prepared backboard)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

With Gimpel & Hanover Galerie, Zurich

With Waddington Galleries, London

Private Collection, U.K.

Exhibited

Zurich, Gimpel & Hanover Galerie, *Ben Nicholson, Recent Work*, 1966 (ill.)

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



40 AR

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

Two Bulb Forms

signed and numbered 'Moore 2/9' (on the bronze base)

bronze with a green patina on a wooden base

10.5 cm. (7 in.) high (excluding the wooden base)

Conceived in 1983

£5,000 - 7,000

€5,500 - 7,800

US\$6,600 - 9,200

Provenance

Acquired from the Artist

Private Collection, New York

Sale; Christie's, New York, 9 March 2011, lot 61

Private Collection, U.K.

Literature

Alan Bowness (ed.), *Henry Moore: Volume 6, Complete Sculpture 1980-1986*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 1999, p.56, cat.no.887 (ill.b&w, another cast, p.57)



41 *AR

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

Horse's Head

signed and numbered 'Moore/5/7' (on the back of the base) and stamped with Morris Singer foundry stamp (underneath the base)

bronze with a brown patina

21.5 cm. (8 1/2 in.) long

Conceived in 1980

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

Acquired from the Artist
With Cavaliero Fine Arts, New York
Private Collection, U.S.A.

Exhibited

Mexico, Museo De Arte Moderno, *Henry Moore en Mexico, Escultura/ Dibujo/Grafica De 1921 A 1982*, November 1982-January 1983, cat.no.63 (another cast)

Literature

Alan Bowness (ed.), *Henry Moore, Sculptures and Drawings, Sculpture 1980-86, Volume 8*, Lund Humphries, London, 1999, cat.no.801

(ill.b&w, another cast)

W.J. Strachan, *Henry Moore: Animals*, Aurum Press, London, 1983, p.136 (col.ill., another cast)

The present lot was conceived by the artist during the latter stage of his career. It demonstrated a brief hiatus from singularly casting the human figure, something he had shown a perpetual interest in over the course of his lifetime. He highlighted that, 'we must relate the human figure to animals [...] there's no difference between them.' In this period, he looked more attentively at portraying the head or profile, whether equine, canine or human.

For this work the artist used a reddish-brown patina that is reminiscent of the chestnut colouring of some horses. As he described, 'it is a very exciting but tricky and uncertain thing to apply the patina, yet when skilfully used on bronze can "reproduce" the natural spirit of the animal'. The long, outstretched neck of the horse in this work is accentuated through the absence of a mane, which exposes the solid curvature of the animal's bones. It is an edited and more simplified version of his sculpture, *Horse* (1978), which tackles the whole body of the animal. Very few horse sculptures exist by Moore, the final time he addressed the subject was in 1982, four years before his death.

42 AR

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

Sculptural Form

signed and numbered 'Moore 2/9' (on the base)

bronze with a green patina

20.4 cm. (8 in.) high (including base)

Conceived in 1962

£30,000 - 50,000

€33,000 - 55,000

US\$39,000 - 66,000

Provenance

With Marlborough Fine Art, London

Acquired from the above, thence by descent to

Private Collection, U.S.A.

Their sale; Bonhams, London, 18 November 2015, lot 82,

where acquired by the present owner

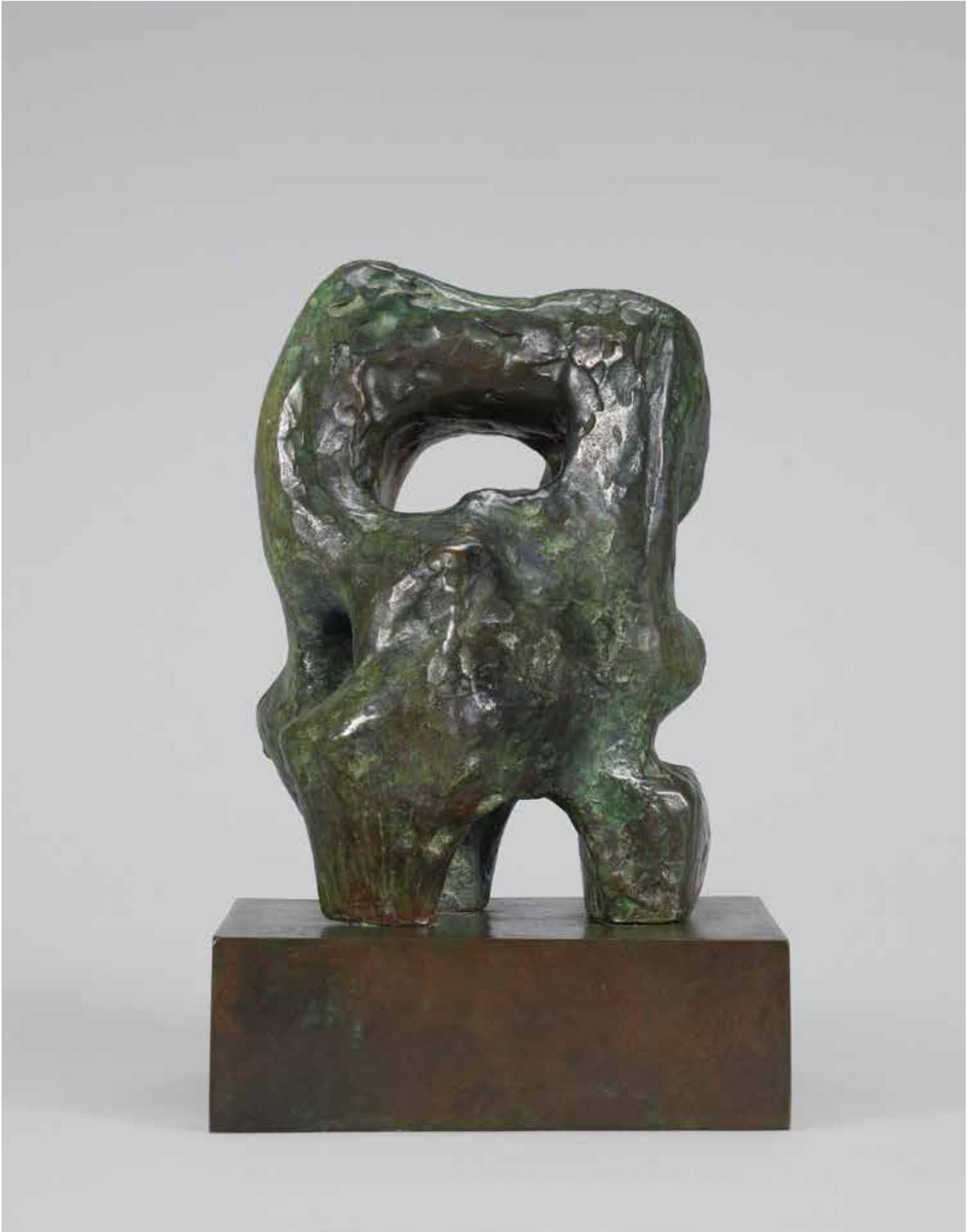
Private Collection, U.K.

Literature

Alan Bowness, *Henry Moore; Sculpture and Drawings Volume 3, Sculpture 1955-64*, Lund Humphries, London, 1986, cat.no.505b (ill.b&w, another cast)

John Hedgecoe, *A Monumental Vision, The Sculpture of Henry Moore*, Collins & Brown, London, 1998, pp.228-229, cat.no.472 (coll.ill., another cast)

As has been noted by Roger Berthoud, the period 1962 to 1965, from which *Sculptural Form* belongs, was an incredibly productive one for Henry Moore. In particular, these years saw a variety of conceptions which had in mind contemporary architectural settings, coming as they did off the back of the celebrated Unesco *Reclining Figure* which was completed in 1958. As such 'these works have a toughness, a muscularity seen only fleetingly since the 1930s. They are very masculine'. (Roger Berthoud, *The Life of Henry Moore*, Faber and Faber, London, 2003, p.342).





43

43 AR

JOHN PIPER C.H. (1903-1992)

Ruined cottage

signed 'John Piper' (lower right)

watercolour, gouache, pastel, pen and ink

42 x 50.8 cm. (16 1/2 x 20 in.)

£8,000 - 12,000

€8,900 - 13,000

US\$11,000 - 16,000

Provenance

With The Redfern Gallery, London, 13 August 1952, where acquired by Private Collection, U.K.

Their sale; Bonhams, London, 8 November 2007, lot 61, where acquired by the present owner Private Collection, U.K

44 *AR

JOHN PIPER C.H. (1903-1992)

The Congreve Monument, Stowe

signed 'John Piper' (lower right)

ink, wash, gouache and collage

70 x 55 cm. (27 1/2 x 21 5/8 in.)

£8,000 - 12,000

€8,900 - 13,000

US\$11,000 - 16,000

Provenance

Private Collection, Canada

Exhibited

London, Leicester Galleries, November 1952, where purchased by Mrs. M. Snell





45 AR

SHEILA FELL R.A. (1931-1979)

Field Outside Aspatria

signed 'Fell' (lower right), further signed, titled and dated 'S. FELL
1964 FIELD OUTSIDE ASPATRIA' (on the stretcher)

oil on canvas

72 x 91.5 cm. (28 1/4 x 36 in.)

£18,000 - 25,000

€20,000 - 28,000

US\$24,000 - 33,000

Provenance

Sale; Bonhams, London, 16 November 2011, lot 80,
where acquired by the present owner
Private Collection U.K.

Born in 1931, Fell spent her childhood living at 69 Queen Street, Aspatria, before leaving for art school in Carlisle and eventually London. Although she never returned to Cumbria to live, the area remained the driving force behind the majority of her work. Relying on frequent visits to the dramatic landscape she combined early childhood memories with a dreamlike, rhythmic intensity to create her dark, recognisable style. Although often visiting the North Cumbrian landscape, frequently with fellow artist L.S. Lowry, who was a keen supporter of Fell's work from an early stage, she preferred to paint in the urban confinement of her small London tenement flat.



46 AR

SHEILA FELL R.A. (1931-1979)

Farm in a Field

signed 'Fell' (lower right): further signed, titled and dated "FARM IN A FIELD"

1967. FELL' (on the stretcher)

oil on canvas

76.5 x 101.7 cm. (30 1/4 x 40 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

With Stone Gallery, Newcastle

With John Martin Gallery, London

Sale; Christie's, London, 12 December 2013, lot 107,

where acquired by the present owner

Private Collection U.K.



47 AR

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

Aberglaslyn Pass, Snowdonia

signed with initials 'KW' (lower right) and partially titled

'ABERGLASLYN' (on the stretcher)

oil on canvas

71 x 91.5 cm. (28 x 36 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Private Collection, U.K.

This work is sold with a signed copy of *Across the Straits* by Kyffin Williams, the artist's autobiography.



48 AR

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

Farm, Cwm Bychan
signed with initials 'KW.' (lower left)
oil on canvas
56 x 92 cm. (22 x 36 1/8 in.)

£15,000 - 20,000

€17,000 - 22,000

US\$20,000 - 26,000

Provenance

With The Thackeray Gallery, London, 28 April 1981, where purchased
by the present owner
Private Collection, U.K.

49 AR

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

Speculators

signed with initials and dated 'L.S.L 1924. (lower right) and titled 'Speculators' (lower left)

pencil

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

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

With Royal Exchange Galleries, Manchester, 3 December 1970, where acquired by the present owner
Private Collection, U.K.

The present work is one of two known similar compositions; the second is illustrated in Mervyn Levy's 1976 book (Mervyn Levy, *The Drawings of L.S. Lowry, Public and Private*, Jupiter Books, London, 1976, pl.65). Subtle differences between the two are apparent. The construction of the flooring is simplified and more symmetrical in the present example and the wall lamp has been refined. The Levy drawing includes an attaché case, omitted here, and the draughtsmanship appears a little hesitant, with faint reworking apparent, suggesting that the present, confidently executed example may be the second of the two.

Famously a rent collector himself for the Pall Mall Property Company, the financial world was of great interest to Lowry. Businessmen and bankers are a recurring subject of the work of the 1920s and beyond. In these he often depicts financial matters with a perilous tone; *House for Sale* (1922) suggests a forced sale of a grand town house, its views obliterated by the encroaching mills; *Bank Failure* (1922) shows a disgruntled crowd against a flat-walled and gated-off bank towering over the figures; in the present example, a ponderous group reacts with concern to the news of an open broadsheet.

The execution of the work is extremely fine, strong and purposeful. Each detail is meticulous and calculated. Mervyn Levy confirms the significance of such works within Lowry's overarching output:

'The line drawings of the twenties – the most important innovation of the decade for Lowry. Taking simple subjects, scenes, incidents, he began to explore not only human psychology but the aesthetic construction of his subjects. The mood of the line drawings was essentially classical, and during this period he drew with a clinical purity reminiscent of Italian Masters such as Lorenzetti, Piero della Francesca, and Uccello' (Loc.Cit).



50 AR

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

People by a fence

signed and dated 'LS Lowry 1964' (lower right)

pencil

34 x 43 cm. (13 3/8 x 17 in.)

£30,000 - 50,000

€33,000 - 55,000

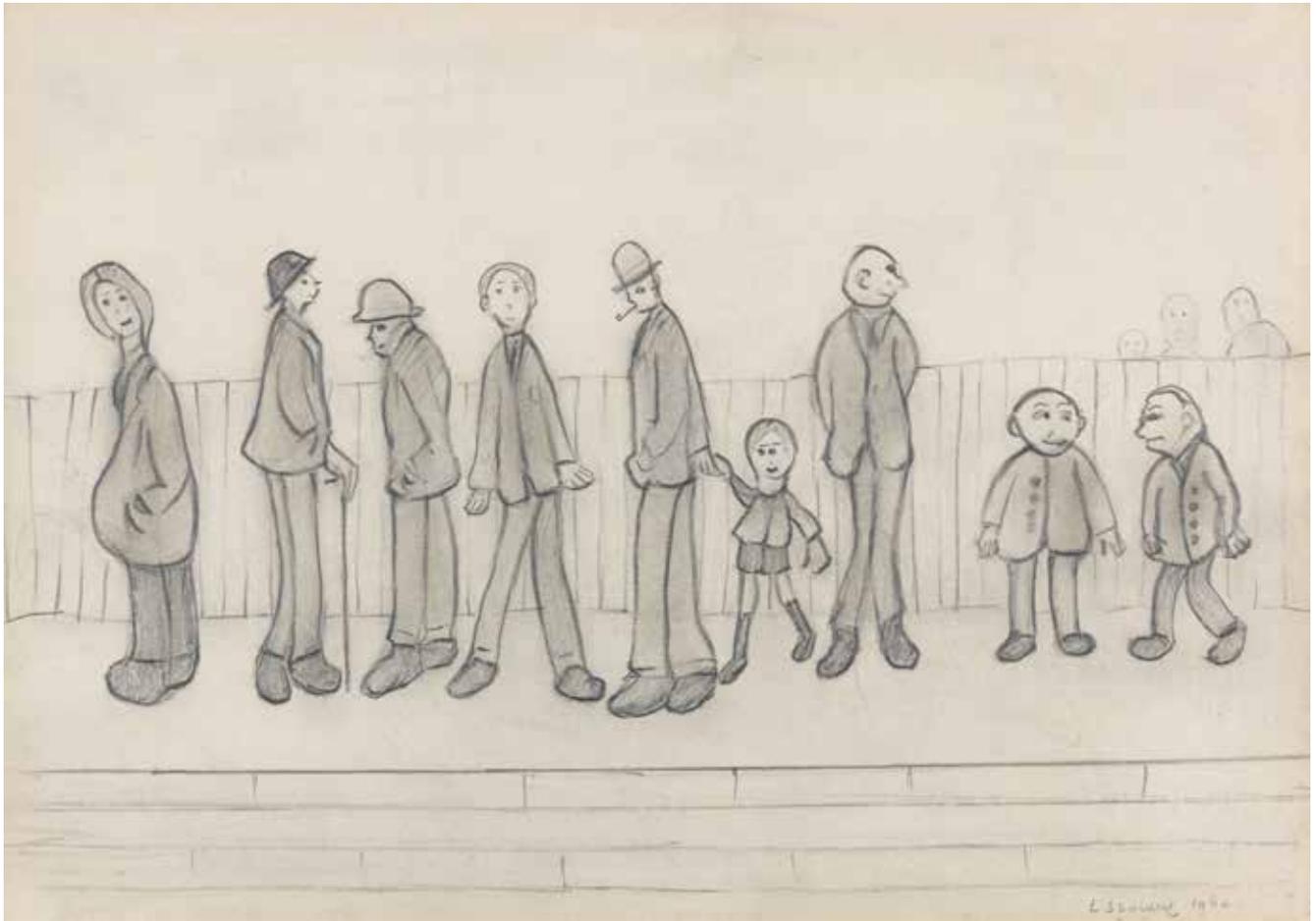
US\$39,000 - 66,000

Provenance

Private Collection, U.K., since *circa* mid-1970s

The late father of the present owner was a close friend of the artist Harold Riley. They first met when he took up painting as a hobby and had particularly admired Riley's technique in oils. Having called his gallery to discuss this, he ended up buying several examples and the two men went on to have a long friendship. It was through this bond that the late owner became aware of L.S. Lowry and acquired the present lot.

In the later stages of his career Lowry became increasingly intrigued by the character and psychology of single and groups of figures. Dating to 1964, *People by a fence* is a classic example of the period which offers a frieze-like snapshot of several adults and children as they stand observed on the pavement. Whilst many drawings of the time were executed quickly with an economical line, Lowry has carefully employed detailed shading and tonal graduation in the present work to create a fully developed composition. Great care has been taken to assess each individual character as they stand in a variety of wellknown poses almost as if they have been plucked from one of the artist's larger landscapes for a more intimate assessment. The fence itself serves as a reminder that these people belong to a world from which it is difficult to escape with the feint outline of three onlookers who peer in from beyond serving to accentuate this concept.



51 AR

KEITH VAUGHAN (1912-1977)

The Return of the Prodigal Son

oil on canvas

63.5 x 91.4 cm. (25 x 36 in.)

Painted in 1950

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 200,000

Provenance

The Artist's Collection (until 1977)

Peter Adam (acquired 1978)

With Anthony Hepworth, Bath, 2004 (sold on behalf of the above), where acquired by

Private Collection, U.K.

With Paisnel Gallery, London, August 2012 (sold on behalf of the above), where acquired by the present owner

Private Collection, U.K.

Exhibited

London, Lefevre Gallery, *New Paintings by Keith Vaughan*, October 1951

London, Arts Council, *Eight Young Contemporary British Painters*, 1952

London, Redfern Gallery, *Keith Vaughan*, 27 November-27 December 1952

Newcastle, Hatton Gallery, *Keith Vaughan*, 1956, cat.no.5; this exhibition travelled to Liverpool, Birmingham, Leeds and Nottingham

Bristol, Royal West of England Academy, *Keith Vaughan*, 1958, cat.no.91

London, Whitechapel Gallery, *Keith Vaughan, Retrospective Exhibition*, March-April 1962, cat.no.104 (ill., pl.19)

London, Arts Council, *British Paintings 50-57*, 1966

London, Geffrye Museum, *Keith Vaughan, Images of Man*, 15 May-28 June 1981, cat.no.20 (ill., p.20); this exhibition travelled to Birmingham, City

Museum and Art Gallery, 8 July-1 September 1981

London, Olympia Fine Art and Antiques Fair, *Keith Vaughan: Paintings and Drawings*, 26 February-3 March 2002, cat.no.284

Bath, Victoria Art Gallery, *Keith Vaughan: Figure and Landscape*, 3 February-25 March 2007, cat.no.4 (ill., p.13)

Chichester, Pallant House Gallery, *Keith Vaughan: Romanticism to Abstraction*, 10 March-10 June 2012

Literature

Malcolm Yorke, *Keith Vaughan, His Life and Work*, Constable and Company, London, 1990, p.146

Anthony Hepworth and Ian Massey, *Keith Vaughan, The Mature Oils 1946-1977*, Sansom & Company, Bristol, 2012, p.67, cat.no.AH96 (col.ill)

The Return of the Prodigal Son belongs to a group of a dozen or so works that Vaughan painted during the late 1940s and early 1950s of figures occupying claustrophobic and confining interiors. These domestic settings, often inspired by mythological and literary sources as well as the painter's own domestic circumstances, are characterized by a sense of psychological





Keith Vaughan, 1963 (b/w photo), Lewinski, Jorge (1921-2008) / Private Collection / © The Lewinski Archive at Chatsworth / Bridgeman Images

The Return of the Prodigal Son belongs to a group of a dozen or so works that Vaughan painted during the late 1940s and early 1950s of figures occupying claustrophobic and confining interiors. These domestic settings, often inspired by mythological and literary sources as well as the painter's own domestic circumstances, are characterized by a sense of psychological rather than physical drama (see *Interior with Nude Figures*, 1949, *Studio Interior*, 1950, *Theseus and the Minotaur*, 1950 and *Supper at Worpeswede*, 1951). Although not a religious man, *The Return of the Prodigal Son* is also one of several that Vaughan painted exploring Biblical and Christian themes. These include at least five versions of *Lazarus*, painted over the course of the 1950s, three depictions of the *Martyrdom of St. Sebastian* (1958) and, in the mid-1960s, a series of gouaches loosely based on subjects as various as *Cain and Abel*, *Tobias and the Angel*, *The Story of Jacob*, *The Golden Calf* and *The History of Joseph*. He was struck by how such narratives afforded him the opportunity to create male figure groupings, psychological tension between figures, interesting settings and emotionally charged subjects.

Christ's parable of the Prodigal Son appears in Luke's Gospel. It concerns a dissolute son demanding his inheritance, only to squander it and return both wretched and starving to his all-forgiving father who welcomes and celebrates his homecoming. By contrast, his devoted, hardworking brother, having worked tirelessly on the family estate, is resentful of his sibling but encouraged by his father to rejoice at his homecoming. The morality tale, which also appears in various non-western cultures, revolves around themes of repentance, acceptance and forgiveness.

In painting *The Return of the Prodigal Son*, Vaughan was extending a long tradition within Western art. For example Dürer, Guercino, Murillo, Honthorst and Tissot, among others, made notable depictions of the parable. Rembrandt, who explored the narrative on several occasions, included his own portrait as the lustful son in his *Prodigal Son in the Tavern* (1637). No doubt Vaughan also identified with the character of the dissolute son. As a gay man, he lived his private life in opposition to the social mores of the day while keeping it a close secret from his mother. He wrote in his private journal:

It is difficult to bear in mind that with all one's honours, distinctions, successes etc. one remains a member of the criminal class. My sexual relationships, on the rare occasions when they have been successful would, or could, earn me at least life imprisonment if known & prosecuted. How can one feel part of one's time & society in that case? (Keith Vaughan, *Journal*, July 18, 1965)

It may be that Vaughan was motivated to explore this subject because of traumatic events in his early life. In Luke's Gospel the son removes himself from the love and care of both father and brother. However, when Vaughan was a child, it was his father who walked out and abandoned his young sons – an ironic reversal of roles. Later, having joined the RAF, his younger brother Dick also left the family home for good, since he was shot down over France in 1941. Another motivating impulse for this painting may come from a more surprising source. In July 1929 Vaughan attended one of the last performances of the original *Ballets Russes*; Diaghilev died one month later and the company folded. Included in the programme was Prokofiev's brand-new ballet, *Le Fils Prodigue*, choreographed by Balanchine with décor by Georges Rouault. Serge Lifar danced that day, having created the role in Paris only a few weeks earlier. The experience had a profound effect on the teenage Vaughan who discovered that drama and complex characterization could be communicated purely through décor, gesture and movement, without having to resort to dialogue. He went on to employ these very qualities in his later figure paintings, not least in this work, where subtle poses and gestures convey multifaceted aspects of emotion, sentiment, feeling and narrative.

The exhibition of the work of Picasso and Matisse, held five years earlier at the Victoria and Albert Museum, had an enormous impact on Vaughan's style and suggested ways forward from his more refined Neo-Romantic technique. His handling, evident here, became looser but more assured and his application of the oil pigment more sensuous. The economic use of broad outline delineates the forms and fixes them into position, interlocking them with the inanimate objects in the room. A sensuous use of impasto suggests qualities of flesh and the ambiguous light-source creates a muted and subdued mood. Vaughan's use of colour is purposefully monochromatic and the muted creams, raw umber and burnt Sienna parallel something of the sombre seriousness of the subject matter. Similarly the composition is constricted and carefully arranged: the profligate son occupies the centre of the picture plane while his forgiving father, at the left, balances his faithful son at the right. The figures are treated in a monumental manner, all but filling the picture space. They are conceived as simple people – large-limbed, thick-thumbed and immensely physical. Nevertheless each conveys respective qualities of forgiveness, contrition and despondency. The father's gesture, for example, simultaneously expresses absolution and welcome while the pose of his faithful son communicates his understandable dejection. The prodigal son is presented both clothed and with a full head of hair on his gently lowered head, indicating that he has arrived from very different world to the one that his shorn and naked father and brother inhabit.

The setting, characteristically minimal, assists in delivering to the viewer subtle qualities of narrative. The doorway that frames the central protagonist, reminds us of his recent passage from an exterior world of indulgence while the modest table, humble stool and undecorated walls imply something of the homely domesticity and simple way of life to which he has returned.

We are grateful to Gerard Hastings for compiling this catalogue entry. His new book, *Awkward Artefacts: The 'Erotic Fantasies' of Keith Vaughan* is published by Pagham Press in association with The Keith Vaughan Society.





52 AR

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

Maquette for Alcock and Brown Memorial (Horizontal Birdman)
signed and numbered 'Frink/7/9' (underneath)
bronze on a stone base
40.5 cm. (16 in.) long
Conceived circa 1962

£30,000 - 50,000

€33,000 - 55,000

US\$39,000 - 66,000

Provenance

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

Exhibited

London, Beaux Arts, *Frink*, 2006 (another cast)
London and Bath, Beaux Arts, *Frink*, 2009 (another cast)
London, Beaux Arts, *Frink*, 2011 (another cast)

Literature

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.86,
cat.no.FCR114 (ill.b&w, another cast)

The present lot is a maquette for Frink's 1962 commission for Manchester Airport of a memorial to aviators John Alcock and Arthur Brown, who made the first non-stop transatlantic flight in June 1919.

The work belongs to a wider series of *Birdman* bronzes which were developed from photographs Frink had seen of French adventurer Leo Valentin. Valentin was famed for attempting flight by attaching bird-like wings to his arms. At an air show in Liverpool in 1956 during a failed stunt he fell to an untimely and horrific death. The photos of the accident were published in the press and resonated with Frink, who had a deep fear of heights. A group of sculptures of men falling, at the point of impact, were first produced. This macabre motif developed to the swooping Icarus forms of the *Birdman*, which although struggle under the weight of their material and impracticality of their short wings, remain ever hopefully in flight.



53 AR

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

Cat

signed and numbered 'Frink 5/8' (on the base)

bronze with a brown patina

37 cm. (14 1/2 in.) high

£30,000 - 50,000

€33,000 - 55,000

US\$39,000 - 66,000

Provenance

With Beaux Arts, London, 10 March 2005, where acquired by the present owner

Private Collection, Monaco

Exhibited

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

Literature

Annette Ratuszniak (ed.), *Elisabeth Frink; Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.41, cat.no.18 (col.ill, another cast)

54 AR

BRYAN WYNTER (1915-1975)

Sea Journey

oil on canvas

142.3 x 111.8 cm. (56 x 44 in.)

(unframed)

Painted in 1958

£40,000 - 60,000

€44,000 - 66,000

US\$53,000 - 79,000

Provenance

Dr. Damiano

Design Research Unit, London

Sale; Christie's, London, 26 October 1994, lot 155

Williams & Glyn Bank

Paul Bedford

With Robert Sandelson, London

Private Collection, U.K.

Exhibited

London, Waddington Galleries, *Bryan Wynter, Recent Paintings*, 10

March-4 April 1959, cat.no.15

London, Arts Council of Great Britain, Hayward Gallery, *Bryan Wynter,*

Paintings, Kinetics and works on Paper, 1915-1975, 5-30 August

1976, cat.no.41 (ill., pl.7)

Sea Journey was first exhibited at Waddington Galleries in 1959. Michael Bird comments that the exhibition 'contained a series of virtuoso all over paintings in which this manner of working, popularly believed to be a chance-governed affair, attained classic status' (Michael Bird, *Bryan Wynter*, Lund Humphries, Farnham, 2010, p.119). Such was the impact of Wynter's exhibition that in reviewing the concurrent Abstract Expressionism blockbuster *New American Paintings* at the Tate, it was declared that there is just 'one serious challenge to American dominance of the London scene - namely, Bryan Wynter' ('American Explosion', *Art and Artists*, vol.1, no.5, May 1959).

The 'classic status' awarded to these works is intertwined with the personal mythologies that surround Wynter himself. Greatly fabled is a practice he developed in the late 1950s of psychedelic self-experimentation. Methodically he would set aside a twelve-hour window and dose himself with a carefully measured amount of prescribed mescaline. It would be foolhardy to suggest that Wynter's work of the 1950s is in anyway directly related to such experiments, however, his desire to challenge the accepted perceptual experience of life is a recurrent one; and one that is certainly palpable in the present canvas.

Wynter was relentlessly curious and particularly when it came to visual experience. He was fascinated by stereoscopic photography's ability to transform two dimensional images into three dimensional spaces. Underwater photography was of great interest to him, indeed he constructed a home-made aqualung to explore the submarine world. In his own photography of the 1950s it was the textures and tones of nature provided by his Cornish surroundings which, through severe cropping, transform into abstracted compositions.

It is this cacophony of sensory experience which give rise to the aesthetic of his seminal late '50s canvases. The present example, resplendent in a particularly harmonious palette, is especially outstanding. The title informs us that we are entering an oceanic environment, yet it is suggestive rather than resolving. The rhythmically worked sprays of blue lifted with high notes of orange and ochre, pink and peach across a bold scale, are bewitchingly transformative. The result unquestionably achieves that which Wynter states is his ideal:

'to make paintings which throw off imagery of different kinds at different times to different people, continually unfolding different aspects of themselves, ambiguous and paradoxical paintings with no main 'theme', from which the spectator may, by participation, extract his own images.' (Bryan Wynter, *Statements*, unpublished, Loc.Cit.).





55 AR

ALAN DAVIE C.B.E., H.R.S.W., 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.)

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 24,000

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



56 AR

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

Orange and Black

signed, titled and dated twice 'Orange/+ Black/Terry Frost/Jan 61/Jan 61' (verso)

oil on canvas

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

£18,000 - 25,000

€20,000 - 28,000

US\$24,000 - 33,000

Provenance

With Waddington Galleries, London, 21 April 1975, where acquired by the family of the present owner
Private Collection, U.K.

57 ART P

PAUL FEILER (1918-2013)

Enclosed Verticals

signed, titled and dated 'PAUL FEILER/ENCLOSED/
VERTICALS/1964/65' (verso)

oil on canvas laid on panel

183.3 x 167.7 cm. (72 1/8 x 66 in.)

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 200,000

Provenance

Sale; Christie's, London, 24 November 2000, lot 141
Private Collection, U.K.

Paul Feiler's career may be considered by dividing his output into two varied approaches to painting. Stylistically this is readily discernible; the impasto laden, *tachiste* canvases of the 1950s rather contrast with the rectilinear geometric compositions of the 1970s and beyond. Yet the division in his art goes far deeper than this aesthetic. In the broadest of terms his work can be split at the moment that Feiler turns his eye from subject matter provided by the world that surrounds him, to a world within. A pivotal shift for artist, this change is evident in just a few paintings of the mid 1960s which straddle both the approaches. Of these the present composition is arguably the most ambitious and perhaps the most succinct.

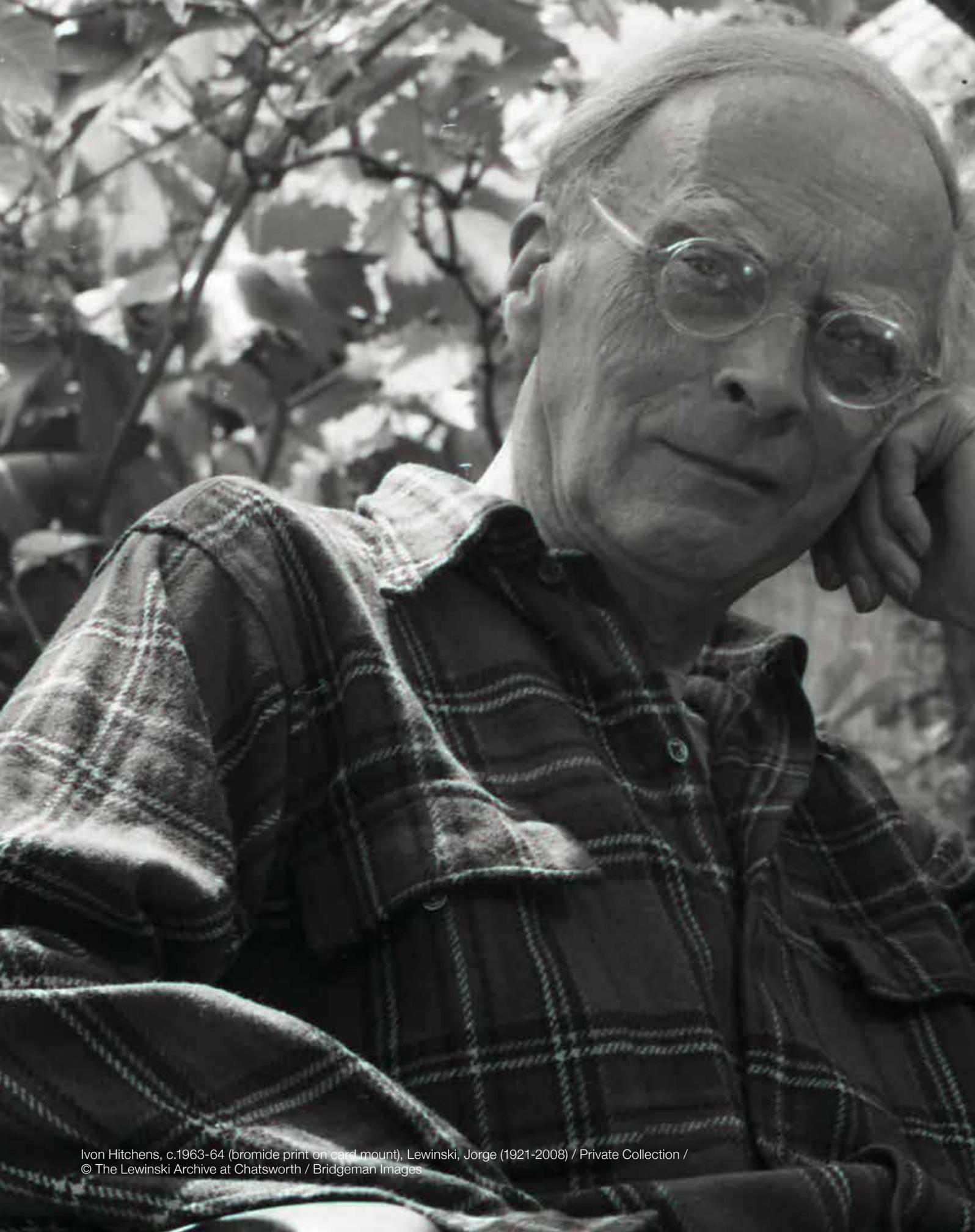
Prior to *Enclosed Verticals* Feiler's process centred on denoting spaces familiar to him, primarily the cliffs and coves of the Cornish coastline. Far from straight representations, these works employ a mapping strategy similar to that of Alfred Wallis, and a finely tuned palette to communicate an experience of the space.

Post *Enclosed Verticals*, commencing in 1969 and for the following five decades, Feiler rejected his practice reliant on an actual view. He instead produced works which created a new space, separate from the physical world. Entirely abstract, these works are generally composed of vertical bands and concentric squares around central rings or voids. Their titles, such as *Adyton* (the inaccessible component of a temple) and *Janicon* (referencing the two-headed god Janus, outward and inward looking) bring a suggestion of how these compositions are to be interpreted, yet by design the response to these works is prescribed by the viewer rather than any subject.

By 1964 when work on the present canvas commenced Feiler was already beginning to look inward, not in the cerebral sense quite yet, but his eye had left the landscape and become transfixed by the very personal space of his studio. On one far wall he hung a convex mirror and within its distorted reflection he found the forms recognisable in the central oval form, two bulging vertical columns and singular dark horizontal bar of the present work. Yet this is where any reference to the physical work is left and the remainder is given over to a new iconography. As John Steer has noted, the somewhat seismic shift which saw Feiler entirely disconnect from landscape was perhaps a source of tension for the artist. Appropriately a motif first explored over a decade earlier in drawings only, now resurfaces. Springs; contained, coiled and taut can be detected – here curled within the partly obscured central dark sphere. Both their form and blue tones are suppressed by the white surround. This is enclosed by overlapping wings at the left and right which defy a logical arrangement of spacing so that they appear to be both in front of and behind other elements.

At over 6-foot-high and similarly wide *Enclosed Verticals* stands as one of the largest works Feiler ever produced and presents his new pictorial space on a purposefully human scale. By tackling such a grand composition in this new manner, Feiler was making a bold statement. The richly worked surface realised in his archetypal 'Atlantic' palette embraces the partially depictive nature of the works produced hitherto yet the overwhelming perceptive experience of the piece prophesises his revolutionary move to come.





Ivon Hitchens, c.1963-64 (bromide print on card mount), Lewinski, Jorge (1921-2008) / Private Collection / © The Lewinski Archive at Chatsworth / Bridgeman Images

**FOUR WORKS BY
IVON HITCHENS (1893-1979)**



58 AR

IVON HITCHENS (1893-1979)

Tangled Pool No.4

signed 'I Hitchens' (lower right)

oil on canvas

40.6 x 74.9 cm. (16 x 29 1/2 in.)

Painted in 1947

£30,000 - 40,000

€33,000 - 44,000

US\$39,000 - 53,000

Provenance

Howard Bliss, Esq.

His sale; Sotheby's, London, 11 December 1968, lot 178

With Waddington Galleries, London

Private Collection, U.K.

Exhibited

London, Leicester Galleries, *Ivon Hitchens*, March 1947, cat.no.14

Art Exhibitions Bureau, *The Howard Bliss Collection of Paintings*

by *Ivon Hitchens*, 1953-1961; this exhibition travelled to Swansea,

Bristol, Derby, Nottingham, Newcastle, Lincoln, Brighton, Adelaide,

Melbourne, Sydney, Perth, Brisbane, Hobart

The present work is number four in a series of ten 'Tangled Pool' oils all dating from 1946-7. Other examples from this series are in the collections of the British Council (No.5), The Mercer Art Gallery, Harrogate (No.1), Birmingham Museums Trust (No.9) and the National Gallery of Scotland (No.10). Both the present work and No.6 from the suite were formerly in the Howard Bliss Collection, Hitchens' most significant patron.

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



59 AR

IVON HITCHENS (1893-1979)

Yellow Autumn from a Terrace

signed 'Hitchens' (lower right); further signed and inscribed 'IVON HITCHENS/Greenleaves Lavington Common/Petworth Sussex/Yellow Autumn/from a Terrace' (on a label attached to the stretcher)

oil on canvas

52.1 x 107.2 cm. (20 1/2 x 46 1/8 in.)

Painted circa 1948

£70,000 - 100,000

€78,000 - 110,000

US\$92,000 - 130,000

Provenance

With The Leicester Galleries, London, 2 February 1962, where acquired by the family of the present owner
Private Collection, U.K.

In 1948, the year the present work was painted, Hitchens had a major retrospective at Graves Art Gallery in Sheffield. Three rooms displayed forty-five oils, the hanging of which was scrupulously inspected by Howard Bliss, the artist's most devoted patron (in the space of ten years Bliss amassed over fifty paintings by him, including the preceding lot) and Patrick Heron provided a favourable review of the exhibition for *The New Statesman*.

Woodland became a key feature of Hitchens' paintings from the early 1940s onwards, following the family's move to Lavington Common, Sussex, after his studio in Belsize Park was badly damaged by a bomb. This was a turning point for the artist, having escaped London to the seclusion and tranquillity of the countryside and surrounded by nature, his work took on a fresh spontaneity that is particularly evident in this lot.

Works from this period have been described as:

"... painted with unprecedented assurance and vitality, suggest an uprush of energy – a renewal through contact with nature... These paintings evoke a paradise regained where the archetypal family can live in primal innocence and happiness, at one with nature..."

(Peter Khoroché, *Ivon Hitchens*, London, 1990, p.51).

Primarily known as a painter of trees and landscapes, the present example also shows Hitchens' talent in the suggestion of manmade structures, through the inclusion of a terrace. Houses, balconies, gamekeeper's cottages and boathouses were all committed to canvas at this period. It's rectangular form juts towards the viewer at an angle while two scrolls far left hint at the ends of a cast iron bench. The flat plain overlooks typically dense foliage and arboreal vistas but the palette employed is far more vivacious than the simple browns, oranges and yellows one might expect for the 'Autumn' of the title. Bright blues, yellows and purples, among others, dash over the complex composition guiding the eye up, down and across in a celebration of the natural world the artist loved so much.

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



60 AR

IVON HITCHENS (1893-1979)

Deserted Canal

signed 'Hitchens' (lower right); further signed, inscribed and dated
"Deserted Canal"/1963/by IVON HITCHENS/Greenleaves. Petworth.
Sussex.' (on a label attached to the stretcher)

oil on canvas

40.6 x 86.4 cm. (16 x 34 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

With Waddington Galleries, London, 13 December 1964, where
acquired by the family of the present owner
Private Collection, U.K.

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



61AR

IVON HITCHENS (1893-1979)

Autumn Clearing

signed and dated 'Hitchens 75' (lower right); further signed, inscribed and dated again 'Autumn Clearing 1975/Ivon Hitchens/Greenleaves Petworth Sussex' (on a label attached to the stretcher)

oil on canvas

45.8 x 91.4 cm. (18 x 36 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

With New Grafton Gallery, London, 24 June 1980, where acquired by the family of the present owner
Private Collection, U.K.

Exhibited

Eastbourne, Towner Art Gallery, *Ivon Hitchens*, 30 September-29 October 1978, cat.no.15; this exhibition travelled to Sheffield, Mappin Art Gallery, 25 November 1978-7 January 1979, Reading, Museum and Art Gallery, 13 January-10 February and Portsmouth, City Museum and Art Gallery, 17 February-14 March
London, New Grafton Gallery, *Artists of Today and Tomorrow*, 1980

In reviewing the 1980 exhibition for The Telegraph Terence Mullaly noted "We are reminded of just how personal, yet available to all with a soul, was the vision of English Landscape of Ivon Hitchens. His "Autumn Clearing" of 1975, echoes the rhythms of the English countryside as the year draws towards its close. It is intensely poetical and lyrical, indeed romantic in the full and correct sense of the word" (8 July 1980).

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





**PAIR OF SITTING FIGURES I
BY LYNN CHADWICK R.A. (1914-2003)**



62 *AR

LYNN CHADWICK R.A. (1914-2003)

Pair of Sitting Figures I

stamped and numbered 'CHADWICK 654 6/6 B' (on the female figure's left side); further stamped and numbered 'CHADWICK 654 6/6 B' (on the back of the male figure)

bronze with a black patina

63.5 cm (25 in.) high (2)

Conceived in 1973 and cast in 1987 by Burleighfield Casting

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 200,000

Provenance

The Artist's Estate

With Miriam Sheill Fine Art, Ontario, 9 September 2006, where

acquired by the present owner

Private Collection, Canada

Exhibited

London, Marlborough Fine Art, *Lynn Chadwick, Recent Sculpture*, January-February 1974 (ill.b&w, another cast)

London, Pangolin, *Lynn Chadwick: The Couple*, 12 January-26 February 2011, unnumbered (col.ill, another cast)

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Farnham, 2014, p.294, cat.no.654 (ill.b&w, another cast)

Cloaked, reclining, winged, standing, walking, watching and of course, as in the present example, sitting – the theme of the couple preoccupied Lynn Chadwick throughout his career. The sheer number of different forms they took over a period of five decades shows the enduring hold they had on the artist.

Mobiles and beasts constructed of welded iron, rods and plaster in the early 1950s soon gave way to the first figures. Initially, they emerged all spindly legs and small, heraldic heads, maintaining an architectural feel. But in the following years the now familiar wings and square flat heads appeared, progressing later into the first seated works of the 1960s. Moving through the decade, the concept was explored further - certain body parts became polished, heads grew taller and multi-faceted, trunks and legs thicker. Later, in the early 1970s, a clear sexual differentiation was established – square head for male, triangular for female.

Evidently, Lynn Chadwick became absorbed with the success of the present sculpture. Throughout the remainder of 1973 he produced five other versions of *Pair of Sitting Figures I*, all of which are slightly smaller than this first piece. In some the female is positioned on the right, rather than left, and their legs are raised and rest at more acute angles, but they all retain the dignity and solidity of this prototype. As was often the case with Chadwick's work later during his career, sculptures he deemed particularly satisfactory were then transferred onto an even larger scale. Altering the title ever so slightly to *Two Seated Figures I* (1973) we are presented with a monumental life-size bronze (Collection of The Art Gallery of Ontario, Hamilton, Canada) which is essentially based on *Pair of Sitting Figures I*. The ribbing of the drapery worn by the female figure in the present lot is instead swapped onto the male, but the companions exude an even more regal quality recalling Henry Moore's famous King and Queen bronze produced in 1952-53. Dennis Farr comments on Chadwick's enthusiasm for moving his sculptures up a size:

'He could always make a figure larger, working from a maquette, but it would never be a literal transcription on a larger scale, for he always felt the urge to introduce a new element, a modification to the pose, say, or a different treatment of the surface textures'. (Dennis Farr, Lynn Chadwick, Tate Publishing, London, 2003, p.76)

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



63 AR

ANTONY DONALDSON (BORN 1939)

Hero Picture
signed and titled 'ANTONY DONALDSON/HERO-PICTURE' (verso)
oil on board
122 x 122 cm. (48 x 48 in.)
Painted in 1961

£4,000 - 6,000

€4,400 - 6,600

US\$5,300 - 7,900

Provenance

Acquired from the 1962 exhibition by Barbara Goalen (1921-2002),
thence by descent to the present owner
Private Collection, U.K.

Exhibited

London, Rowan Gallery, *Five Young Artists*, 1962

Barbara Goalen has been noted as arguably the first British supermodel and is considered the epitome of post-war glamour. She modelled in campaigns for fashion houses including Dior and Balenciaga and at the height of her prominence she was described as the most photographed woman in Britain.

Of the present work the artist comments:

"Hero Picture was painted at the end of 1961 at my studio in London and first shown in what would now be called my Diploma show at the Slade in May 1962. The subject of all these paintings from this series were of women in the public eye. Andrew Forge a painter and Art Critic was my tutor and he recommended to Alex Gregory-Hood to come and look at my work. From there I was in the opening show *Five Young Artists*, at the Rowan Gallery London in 1962. I had 4 paintings in the show. All were sold.

Barbara Goalen purchased one and I met her there at the time. I think she must have been a friend of Alex as I then met her later for dinner at his flat in Onslow Square. I remember her as being a quiet and very elegant woman.

One of the paintings from that show went to Stockholm, a second, *Starr Strip for Jenny Davis*, is in The Arts Council of Great Britain's collection."

(In conversation with the artist, October 2017)

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



64 AR TP

JOHN HOYLAND R.A. (1934-2011)

In The Moon Again

acrylic on cotton duck

241.2 x 105.4 cm. (95 x 41 1/2 in.)

Painted in 1987

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

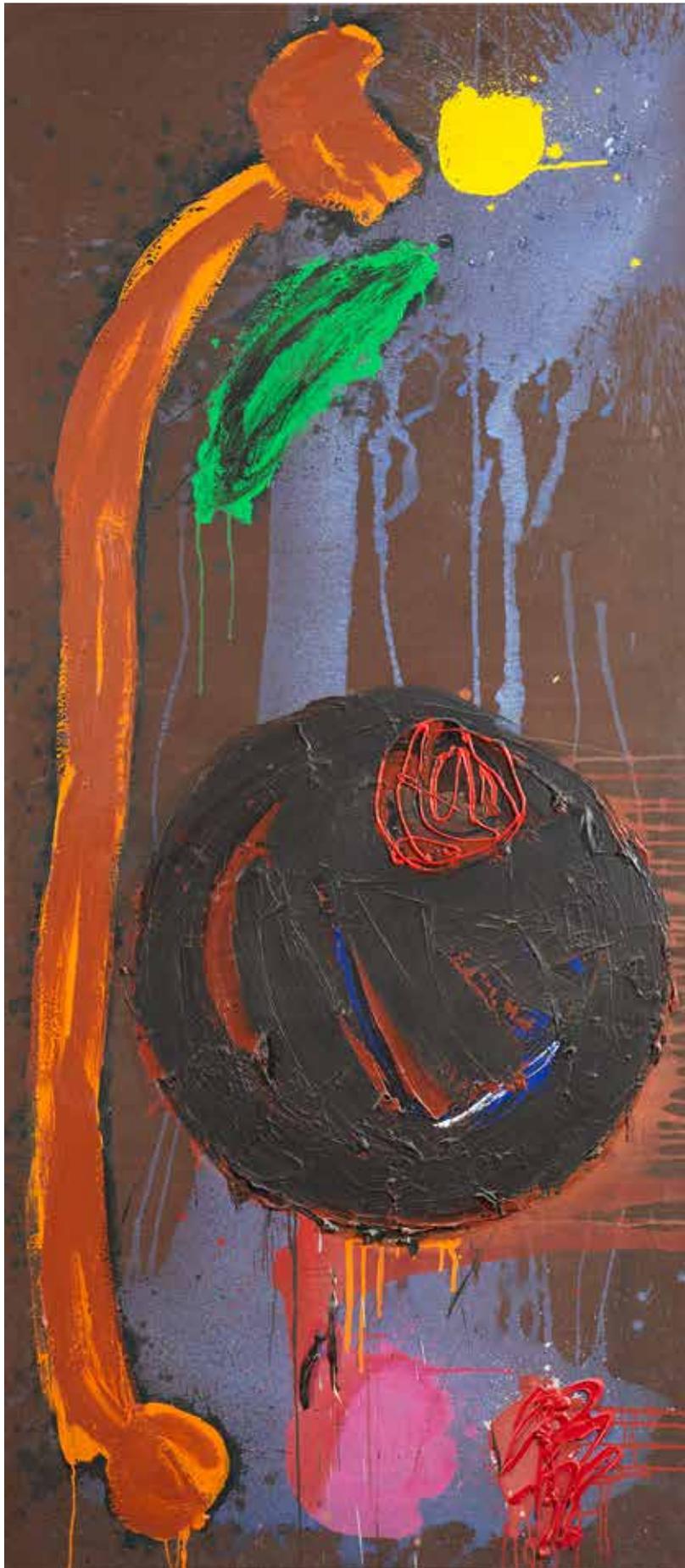
With Waddington Galleries, London, 25 November 1987, where

acquired by the family of the present owner

Private Collection, U.K.

‘Hoyland’s paintings of the late 1980s – and ever after – are, like those of late Turner, acts of enthralled witness to the thrilling beauty and violence of nature, to its incredible diversities of form and energy, to its cycles of light and darkness and its sheer force, its kinetic energy.’

(Mel Gooding, *John Hoyland*, Thames & Hudson, 2006, p.139)





65 *AR

REG BUTLER (1913-1981)

Three-quarter Figure, 4
signed with monogram, numbered '6/8' and stamped with Valsuani
foundry stamp (on the back)
bronze with a brown patina on a plastic base
54.6 cm (21 1/2 in.) high (excluding the base)
Conceived in 1966

£7,000 - 10,000

€7,800 - 11,000

US\$9,200 - 13,000

Provenance

Private Collection, Canada.

Exhibited

London, Gimpel Fils, *Reg Butler, Musée Imaginaire: Bronze Middle
and Later Period*, 10 September-11 October 1986, cat.no.39

Literature

Margaret Garlake, *The Sculpture of Reg Butler*, The Henry Moore
Foundation in association with Lund Humphries, Much Hadham
and Aldershot, 2006, p.170, cat.no.255 (ill.b&w, another cast)



66 AR

DENIS MITCHELL (1912-1993)

Zawn

signed with initials, titled, numbered and dated 'ZAWN/No.3 1958/DAM' (underneath the slate base)

bronze with a green patina on a slate base

38.2 cm. (15 1/4 in.) high (including the base)

Conceived in 1958, in an edition of 3

£8,000 - 12,000

€8,900 - 13,000

US\$11,000 - 16,000

Provenance

With Marjorie Parr Gallery, London, circa 1967, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Marjorie Parr Gallery, 1967 (another cast)
Bristol, Arnolfini Gallery, *Denis Mitchell*, 25 March-26 April 1967, cat. no.2 (another cast)
Edinburgh, Demarco Gallery, *Denis Mitchell*, 25 July-12 August 1968, cat.no.2 (ill.b&w, another cast)
London, Gillian Jason Gallery, *Denis Mitchell*, 11 July-10 August, cat. no.18 (another cast)
Bath, Festival Gallery, *Denis Mitchell*, April 1978, cat.no.8 (another cast)
Swansea, Glynn Vivian Gallery, *Denis Mitchell*, 6 October-3 November 1979, cat.no.1 (ill.b&w, another cast)
St. Ives, Penwith Galleries, *Denis Mitchell, Sculptor*, 30 June-1 August 1992, cat.no.52 (ill.b&w, another cast)
Brighton, Gardner Arts Centre, *Denis Mitchell, Sculptor - A Life in Art*, 4-30 October 1993, cat.no.25 (another cast)

The conception date of the present work is precisely recorded as 21 November 1958 and it is noted as one of two of the artist's earliest

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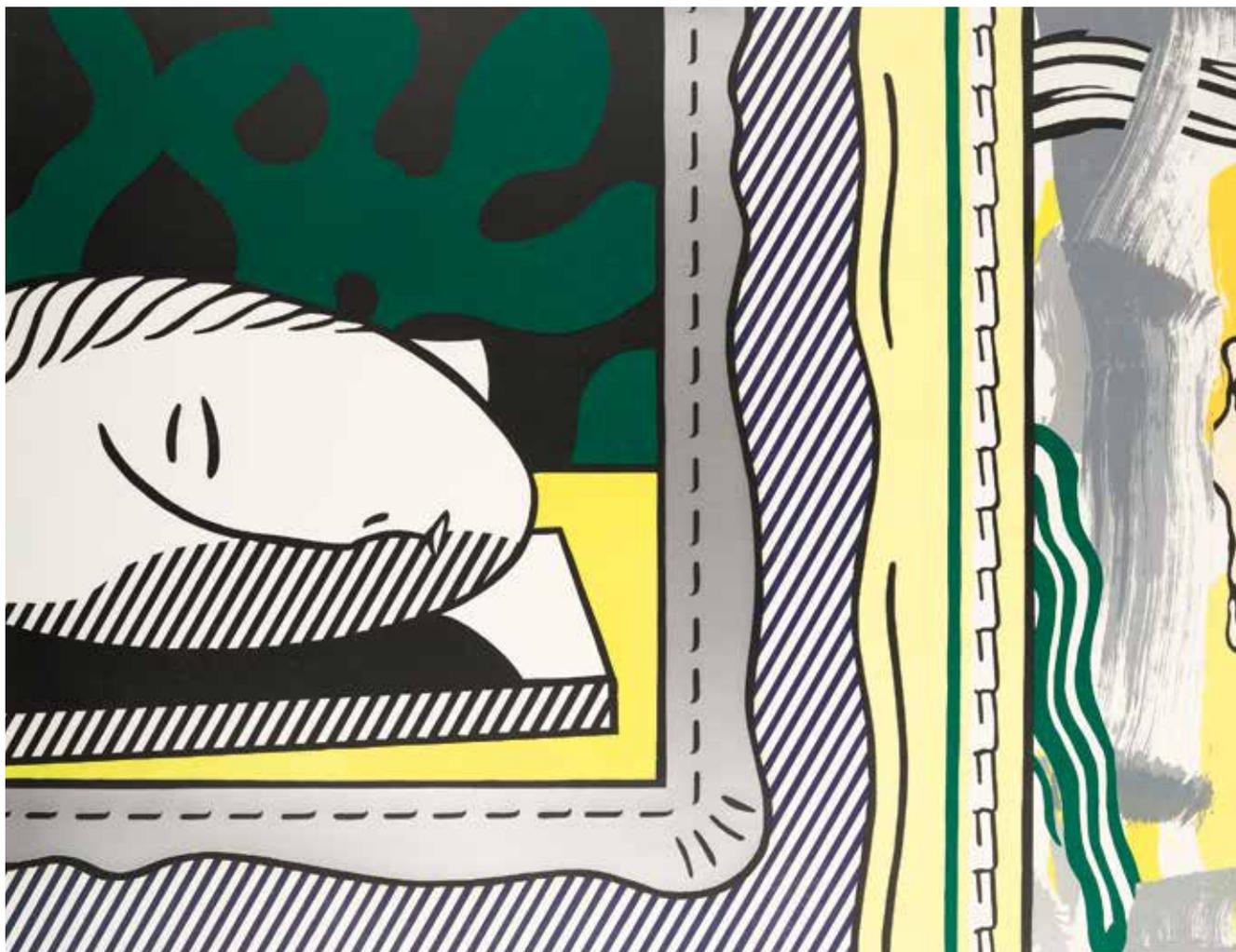
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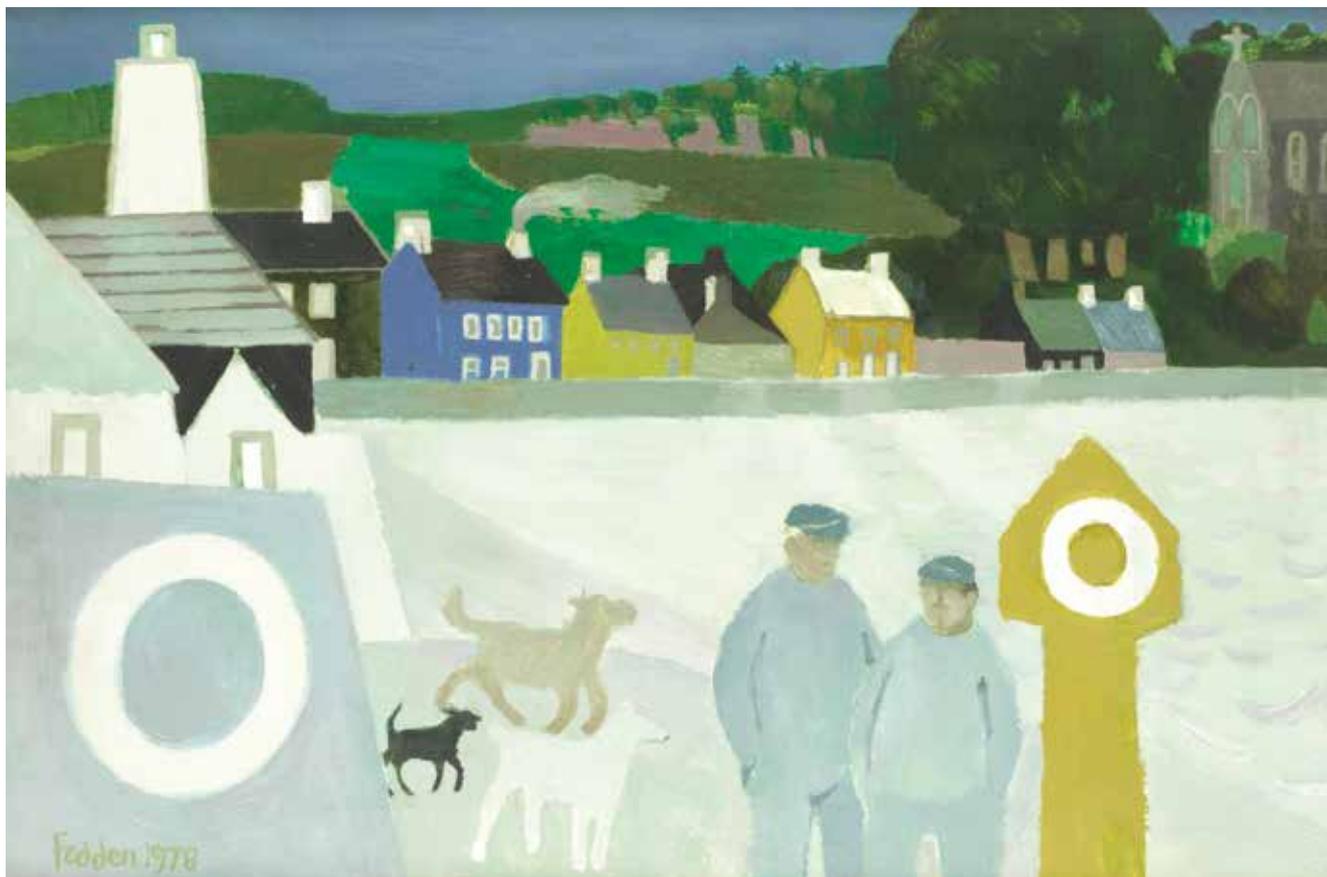
Tuesday 31 October 2017
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MARY FEDDEN R.A. (1915-2012)

County Cork
signed and dated 'Fedden 1978' (lower left)
oil on board
51.5 x 77cm (20 1/4 x 30 5/16in).
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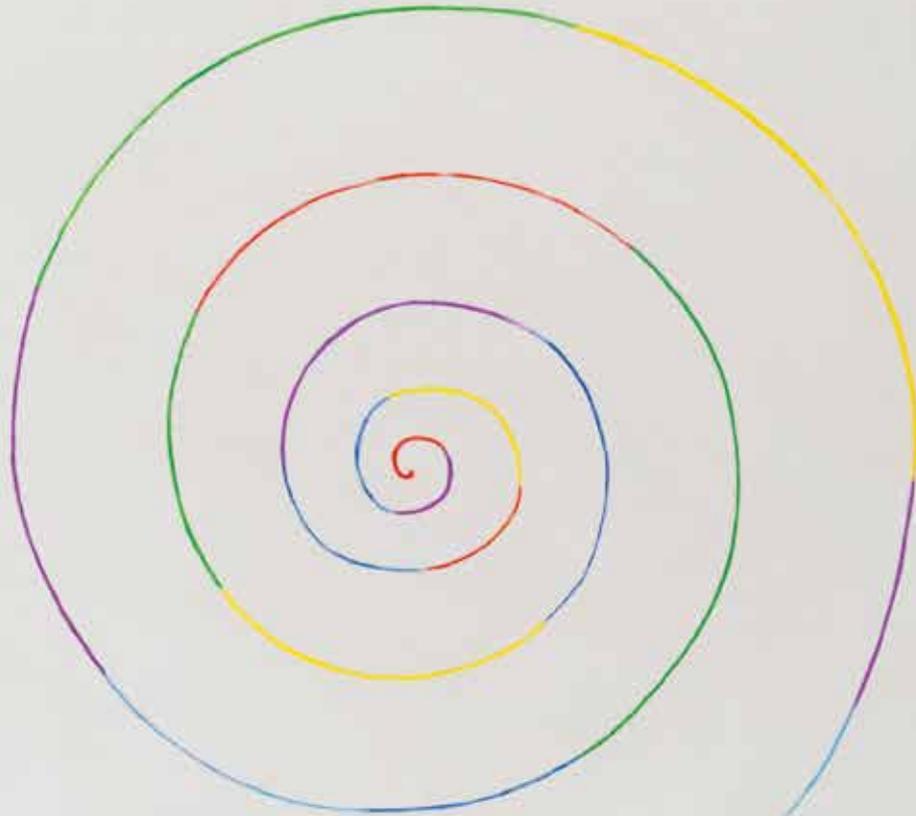
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NOTICE TO BIDDERS

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 or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

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

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export 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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ 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 to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT	9 THE SELLER'S LIABILITY	10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1 If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1 The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	
8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Act 1979</i> or otherwise.	10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2 to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3 Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3 to retain possession of the <i>Lot</i> ;	9.3.1 the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the <i>Misrepresentation Act 1967</i> , or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry or Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4 to remove and store the <i>Lot</i> at your expense;		10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5 to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2 the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	9.3.3 in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	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.
8.1.7 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;		10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8 to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;		10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9 to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the <i>Occupiers Liability Act 1957</i> , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of <i>Contracts (Rights of Third Parties) Act 1999</i> , 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.
8.1.10 so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.		
8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.		
8.3 On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.		
	10 MISCELLANEOUS	11 GOVERNING LAW
	10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
	10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	

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		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		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		to retain possession of the <i>Lot</i> ;		
7.1.3		to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4		to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4
7.1.5		to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6		to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7		to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8		to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9		to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10		on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11		refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2		You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
			9 FORGERIES	10 OUR LIABILITY
			9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
			9.2	Paragraph 9 applies only if:
			9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
			9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
			9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
			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:
			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
			10.2.2	changes in atmospheric pressure; nor will we be liable for:
			10.2.3	damage to tension stringed musical instruments; or
			10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <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.

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 of Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

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 e-mail from info@bonhams.com.

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: Modern British and Irish Art		Sale date: Wednesday 22 November 2017													
Sale no. 23963		Sale venue: New Bond Street													
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p>General Bid Increments:</p> <table border="0"> <tr> <td>£10 - 200by 10s</td> <td>£10,000 - 20,000by 1,000s</td> </tr> <tr> <td>£200 - 500by 20 / 50 / 80s</td> <td>£20,000 - 50,000by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000by 50s</td> <td>£50,000 - 100,000by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000by 100s</td> <td>£100,000 - 200,000by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000by 200 / 500 / 800s</td> <td>above £200,000at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000by 500s</td> <td></td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p>				£10 - 200by 10s	£10,000 - 20,000by 1,000s	£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s	£500 - 1,000by 50s	£50,000 - 100,000by 5,000s	£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s	£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion	£5,000 - 10,000by 500s	
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£5,000 - 10,000by 500s															
Customer Number		Title													
First Name		Last Name													
Company name (to be invoiced if applicable)															
Address															
City		County / State													
Post / Zip code		Country													
Telephone mobile		Telephone daytime													
Telephone evening		Fax													
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E-mail (in capitals)															
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.															
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>													
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>													

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond

Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:

Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.



FRANÇOIS TRUFFAUT







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