

# MODERN BRITISH AND IRISH ART

Wednesday 13 June 2018



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LONDON









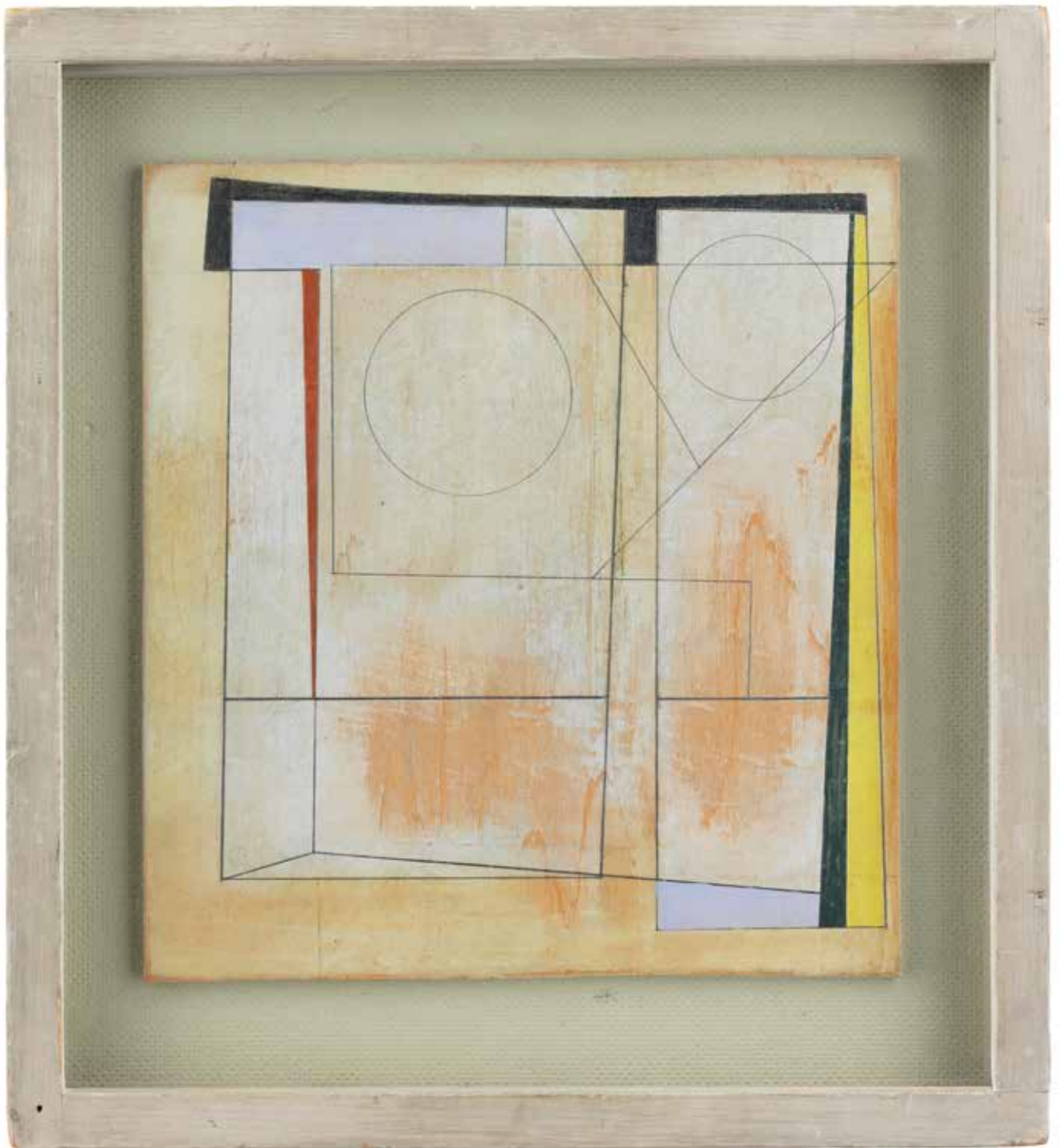














# MODERN BRITISH AND IRISH ART

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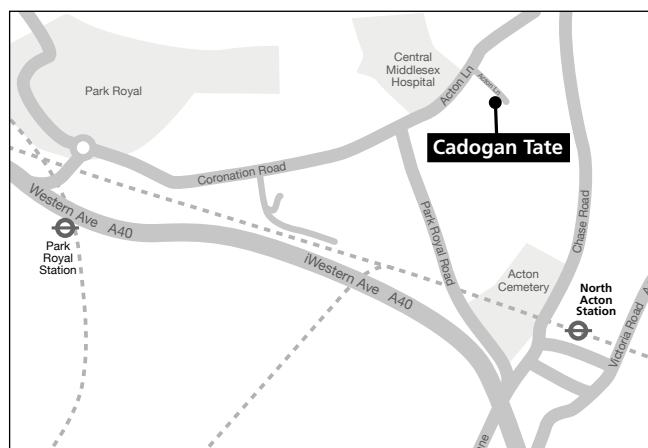
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1<sup>AR</sup>

**KEITH VAUGHAN (1912-1977)**

Furnacemen

titled and dated 'Furnacemen/1949' (on a label attached to the backboard)

wash, gouache, pen and ink

23.9 x 32.7 cm. (9 3/8 x 12 7/8 in.)

**£12,000 - 18,000**

**€14,000 - 20,000**

**\$16,000 - 24,000**

**Provenance**

E.M. Arnold MBE

Private Collection, U.K.

Edmund Martin Arnold (1927-2017) was a long-standing trustee of the Leeds Art Fund and held the position of Honorary Treasurer between 1944 and 1954. The Fund was established in 1912 and is one of Britain's oldest art gallery "friends" organisations. Its core aim is to enrich the visual life of the city by making purchases of art works for display at the Leeds City Art Gallery, Temple Newsam House and Lotherton Hall. In his role with the fund Arnold often travelled to London and Paris on the hunt for exciting acquisitions for the city. It was on these trips that he also made personal acquisitions, building a fine collection of contemporary British and Continental works.

Between 1948-1950 Vaughan made a series of images depicting steelworkers in a foundry. In the present work three furnacemen take a tea break and tuck into their sandwiches. The image is related to a sketchbook he made entitled *Steel*, now housed in the Tate Britain archive. The theme of labour occurs often in his paintings and especially during the years following the war when Vaughan depicted labourers, manual workers, builders, road-workers, machine operators and coalmen in his gouaches, oil paintings and pencil studies. These stand as notable social documents. *Furnacemen* was painted only four years after the war during a period of significant optimism and patriotism in Britain, when toil and labour were associated with progress and regeneration.

The spontaneous, direct handling and interesting combination of pen, ink, gouache and wax crayon is typical of Vaughan's unique 'volatile medium', as he liked to call it (see, unpublished interview with Dr. Tony Carter and Keith Vaughan, 1963). The characteristic frothy textures equate with the smoke-filled and sulphurous atmosphere of the factory.

We are grateful to Gerard Hastings for compiling this catalogue entry and to Anthony Hepworth for his assistance in cataloguing this lot. Gerard Hasting's book, *Awkward Artefacts: The 'Erotic Fantasies' of Keith Vaughan*, is published by Pagham Press in association with The Keith Vaughan Society.





2AR

**KEITH VAUGHAN (1912-1977)**

Assembly of Figures II

signed and dated 'Keith Vaughan/1965' (lower right); titled and dated again 'Assembly of figures #2/1965' (on a label attached to the backboard)

wash, gouache, pen and ink and wax crayon

52.5 x 44.8 cm. (20 5/8 x 17 5/8 in.)

**£15,000 - 20,000**

**€17,000 - 23,000**

**\$20,000 - 27,000**

**Provenance**

The Artist, from whom acquired by

Russell Strauss

Sale; Sotheby's, London, 11 May 1988, lot 129

With Louise Hallett Gallery, London, where acquired by the present owner  
Private Collection, U.K.

The theme of figures assembling held a significant position in Vaughan's work. He painted numerous versions, in both oil and gouache, of congested crowds inhabiting unidentifiable settings. In this particular painting a foreground figure acts as an intermediary between the viewer and the assembled group behind. Vaughan reflected in his Journal on the implications that this subject held for him:

"I would like to be able to paint a crowd – that abstract entity referred to by the sociologists as the masses. An amorphous compressed lump of impermanent shape reacting as a mass to environmentally stimuli yet composed of isolated human egos retaining their own separate incommunicable identities. In the past artists have usually dealt with the problem of crowds by turning them into assemblies. Assemblies are orderly rhythmic groups of individuals which act and are acted upon by mutual consent. The behaviour of an assembly is at least compatible with that of any member composing it and often surpasses him in achievement. The behaviour of a crowd follows its own laws and generates its own energy. It is inferior, humanly speaking, to any one member composing it and usually acts contrary to his interests, and can even accomplish his destruction." (Keith Vaughan, 'Some Notes on Painting', *Journal*, August 1964).

1965 was a pure gouache year for Vaughan; he abandoned oil painting altogether and did not produce any paintings on canvas. The year started with one of his 'gouache marathons', as he called them. He worked in a frenzy, painting impulsively, sometimes from morning to late evening. He recorded his progress in his Journal:

26 July 1965: "The routine continues. I start the day with gouache. I have no particular idea in mind...After breakfast, I get out the pots and jars and rags and paper. It is quite systematized now. I have been doing it since last November. Like everything else – compulsive. And it adds up to agonised futility. Yet the effect of it is no more futile than other people's routine. But mine is solitary. It involves no one else. I have done more gouaches that ever can be shown or sold. Yet I continue to do them because there is nothing else I can do."

By June Vaughan had painted sixty-one works and, by the end of the year, he had completed around one hundred and thirty gouaches. At this time his use of paint became fluid and extremely eloquent. He was habitually using oil pastels in conjunction with Indian ink and gouache. Vigorous scumblings applied with a half-dry brush and speckled deposits of watery ink on top of oil-based pastel add to his pictorial inventions, along with translucent veils of pallid pigment. Vaughan's sparing use of colour with additions of vibrant blue accents, intensifies and concentrates the visual impact. The resulting effect is quilt-like and the tight composition is embroidered together with wandering brush-tracks.

We are grateful to Gerard Hastings for compiling this catalogue entry and to Anthony Hepworth for his assistance in cataloguing this lot. Gerard Hasting's book, *Awkward Artefacts: The 'Erotic Fantasies' of Keith Vaughan*, is published by Pagham Press in association with The Keith Vaughan Society.





3<sup>AR</sup>

**KEITH VAUGHAN (1912-1977)**

Three Figures II

gouache, ink and oil pastel

48.5 x 40.2 cm. (19 1/8 x 15 7/8 in.)

Executed circa 1973-75

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 27,000

**Provenance**

William Desmond Esq.

With Austin Desmond Fine Art, London, 14 March 1987, where  
purchased by the present owner

Private Collection, U.K.

**Exhibited**

London, New Grafton Gallery, *Keith Vaughan: Drawings & Prints*, 2-26  
October 1985, cat.no.27

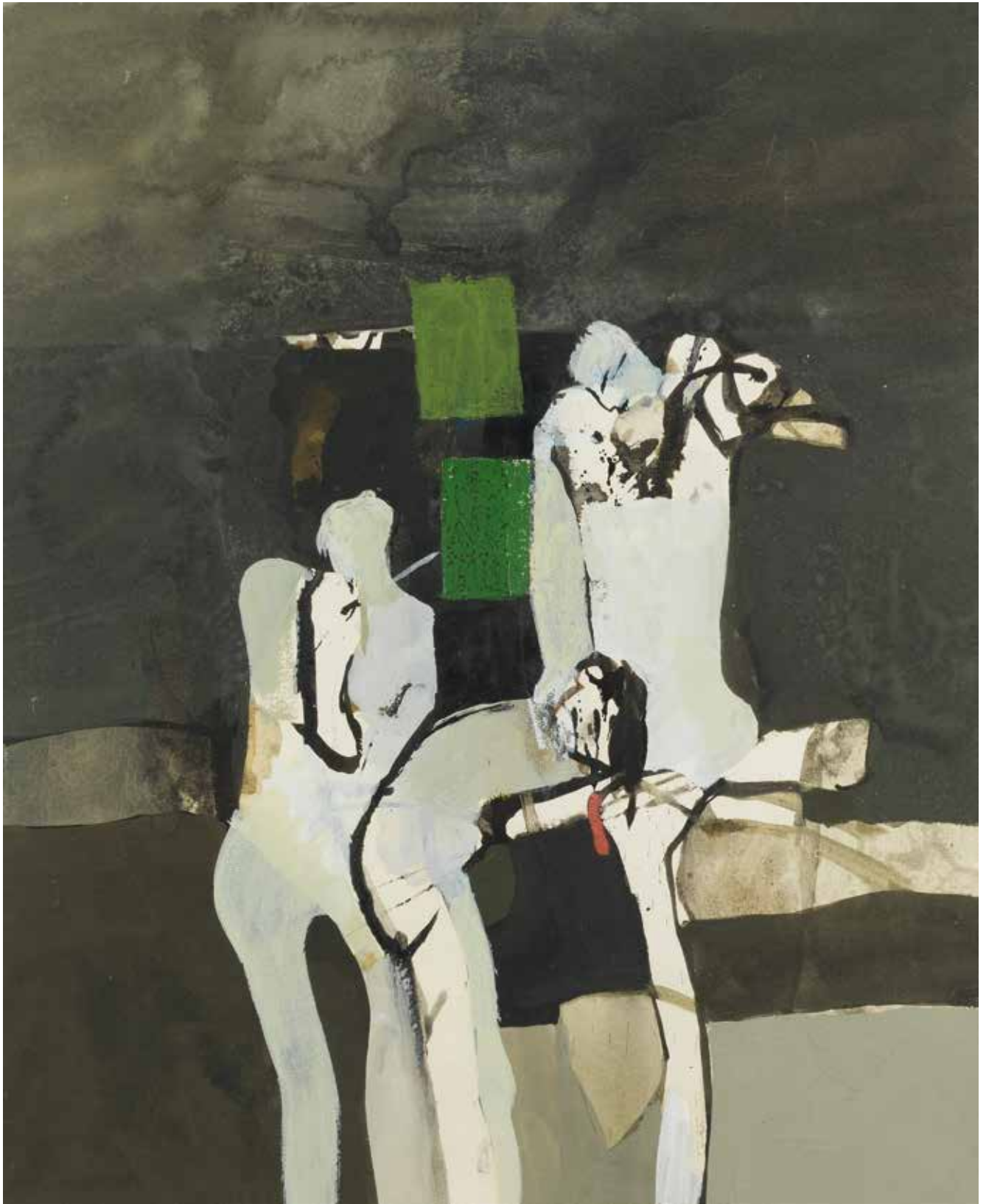
Keith Vaughan was amongst Britain's finest gouache painters during  
the post-war period and the present work demonstrates both his  
expressive range and his complex technical vocabulary.

Vaughan evolved a procedure that entailed making a series of  
automatic, random marks on the paper. These unconscious smudges  
and splashes might be incorporated into the structural design of the  
composition or become obliterated as the painting evolved; either way  
they kick-started the painting process for him. It was an intuitive ritual  
that started "as usual, with no more than a process. The making of a  
series of wet marks across the white board in a sequence of colours  
(blue black I fancy at the moment) and see where it leads." (Keith  
Vaughan, *Journal*: July 2, 1972).

Vaughan then used black Indian ink to augment the arbitrary  
arrangement of emerging forms, letting the easy flow of his brush and  
his instinctive pictorial handwriting guide his gestures until more formal  
configurations began to emerge. Structuring the composition was vital.  
In an unpublished studio notebook, dating from 1958, he recorded the  
progress of his paintings from the initial marks to the final touches. One  
note reads: "Necessity for compositional structure to run right through  
to the edges – disregarding identity of forms...not enough simply to  
balance shapes within the area. This is a subjectively obvious fact of  
which I have only just become conscious in words....the continuing  
lines are never obvious and are constantly interrupted by counter  
rhythms and thrust back and forth in space."

The pictorial scaffolding gradually transformed itself into contours of  
interlocking heads, shoulders and limbs of an assembly of figures or  
outlines of distant vegetation and tilted horizons. Work would advance  
mark against mark as fresh applications of gouache were spread over  
the picture plane in increasingly complex sequences; each chromatic  
decision, brush track or chance gesture was governed by what had  
previously been laid down. During the process frequent adjustments  
had to be made since additional applications were needed to  
complement existing textures, tones and hues until eventually the  
gouache was completed." (Philip Vann and Gerard Hastings, *Keith  
Vaughan*, Lund Humphries, 2012, pp.169-170).

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





4AR

**KEITH VAUGHAN (1912-1977)**

Grey Shore with Boat

signed, titled and dated 'GREY SHORE/WITH BOAT/1950/Keith  
Vaughan' (verso)

oil on hessian laid on board

25.7 x 35.1 cm. (10 1/4 x 13 3/4 in.)

**£20,000 - 30,000**

**€23,000 - 34,000**

**\$27,000 - 41,000**

**Provenance**

With Waddington Galleries, London, where acquired by  
Alan Mann Esq.

Thence by family descent

Private Collection, U.K.

**Exhibited**

London, Matthiesen Gallery, *Keith Vaughan: Paintings and Drawings  
1937-1962*, 10 May-2 June 1962, cat.no.6

**Literature**

Anthony Hepworth and Ian Massey, *Keith Vaughan, The Mature Oils  
1946-1977*, Sansom & Company, Bristol, 2012, p.64, cat.no.AH88  
(ill.b&w.)

'*Grey Shore with Boat* shows Vaughan experimenting with the different possibilities of the various surfaces he worked on. Here, hessian or plain sacking laid on board gives the painting a soft quality. The artist has rendered the main elements of the painting as simplified geometric shapes, giving the work an abstract quality.' (Anthony Hepworth and Ian Massey, *Keith Vaughan, The Mature Oils 1946-1977*, Sansom & Company, Bristol, 2012, p.64).





5<sup>AR</sup>

**KEITH VAUGHAN (1912-1977)**

Road to the Sea

oil on paper laid on board laid on card

26 x 37 cm. (10 1/4 x 14 5/8 in.)

Painted 1953-1958

£30,000 - 50,000

€34,000 - 57,000

\$41,000 - 68,000

**Provenance**

Laurence Ogilvie Esq., purchased at the 1958 exhibition

His sale; Bonhams, London, 30 May 2012, lot 77, where purchased by the present owner,

Private Collection, U.K.

**Exhibited**

Bristol, Royal West of England Academy, *Spring Exhibition*, 1958, cat.no.104

Bath, Bath Festival Exhibition, *Loan Exhibition of Paintings from Private Collections*, 8-16 June 1963, cat.no.33

Bristol, Bristol City Art Gallery, 1987-90

**Literature**

Anthony Hepworth and Ian Massey, *Keith Vaughan, The Mature Oils 1946-1977*, Sansom & Company, Bristol, 2012, p.110, cat.no.AH274

This work is now known to be the same picture as AH151. The present picture was originally titled *Foreshore* (1953) and was then altered and reworked by the Artist in 1958 prior to the Spring Exhibition at the Royal West of England Academy, Bristol where it was exhibited the same year.

Vaughan made several trips to Ireland in the late 1950s, making drawings and collecting visual information in his notebooks as he went along. These studies of figures and landscape features were later worked on and developed into paintings on his return to London. The artist visited Ireland in September 1957 and returned the following year, travelling around the rugged West Coast up to Donegal and then on to Dublin (note the pencil sketch, *Donegal Outhouse*, 1958). It is probable that initial ideas for the present work were generated on this visit, with the painting being executed later in his Belsize Park studio. At this time Vaughan was developing a style that was at once abstract and figurative. "I seem to be purposefully trying to make a composition of mutual contradictions. Figures which aren't figures, landscape space which is something else, shapes which are neither abstract nor figurative." (Keith Vaughan, *Journal*, 27 November 1957).

Vaughan described the Irish landscape as the "perfect geographical situation... with coast, rocky harbours, wide beaches, mountains, river scenery, all within 6-10 miles in different directions. Hard to believe any city would have more to offer.... Rain – the most persistent feature of this place." (*Keith Vaughan: Journal (unpublished entry)*, August 1958). He was clearly taken by the rugged Celtic landscape, if not the weather, and admirably captures its quality in the grey/green hues and the vigorous application of the pigment. The almost seamless integration of the disposition and temperament of the figure with the character of the setting is perhaps one of Vaughan's most notable achievements as an artist.

We are grateful to Gerard Hastings for compiling this catalogue entry and to Anthony Hepworth for his assistance in cataloguing this lot. Gerard Hasting's book, *Awkward Artefacts: The 'Erotic Fantasies' of Keith Vaughan*, is published by Pagham Press in association with The Keith Vaughan Society.





6<sup>AR</sup>

**JOHN MINTON (1917-1957)**

Summer Landscape

signed and dated 'John Minton 1945' (upper left)

pen and ink on card

55.8 x 80.7 cm. (22 x 31 3/4 in.)

Executed in 1945

**£30,000 - 50,000**

**€34,000 - 57,000**

**\$41,000 - 68,000**

**Provenance**

Sigmund Pollitzer (1913-1982), from whom acquired by the family of the present owner in the 1970s  
Private Collection, U.K.

**Exhibited**

London, Fischer Fine Art, *The British Neo-Romantics, 1935-1950*, 13 July-19 August 1983, cat.no.59; this exhibition travelled to Cardiff, National Museum of Wales, 27 August-25 September (ill.b&w)

**Literature**

Malcom Yorke, *The Spirit of Place: Nine Neo-Romantic Artists and their Times*, Constable, London, 1988, p.180 (ill.b&w)





“God how I love the land to stand and see it move in intricate perspectives to the heathaze of the gentle skyline, and there always the violence, the clear sharp violence of things living and growing and of being young walking the earth ... I love the sea, treacherous, cold, impersonal, caught by the moon and shifted in the giant tides, the waves breaking forever with the subtle cruelty of terrible indifference.” (John Minton in Frances Spalding, *John Minton Dance till the Stars Come Down*, Lund Humphries, Aldershot, 2005, p.76).

Minton wrote this in a letter to a friend in the summer of 1944 whilst at Germoe, in south Cornwall. He stayed there for six weeks on the invitation of Sydney Graham and his girlfriend Nessie Dinsmuir, and would return to the area the following two years. The accommodation was to be two gypsy caravans, south of the village and towards Praa Sands beach. Graham was a keen admirer of the arts, who was to befriend a number of Cornish artists, and had hung the caravan walls with reproductions of Graham Sutherland paintings. Although unlocated by title the topography of *Summer Landscape*; rolling hills, steep cliffs topped by cornfields and the sea beyond suggest we are viewing a Cornish scene. Indeed the curious overhang of the rock-face to the left of the composition bares resemblance to Rinsey Head, a beauty spot which was just a stone's throw from Minton's caravan.

As a student at St. Johns Wood School of Art in the mid-1930s, Minton was introduced to the etchings and drawings of Samuel Palmer by the principal Patrick Millard who encouraged emulation of his mazy linear style. Minton's admiration of Palmer's work was rekindled when in 1943 he moved into a shared house with the two Roberts (Colquhoun and MacBryde), who both viewed Palmer as a key influence, as well as an article published in *Horizon* magazine two years earlier which reproduced two early Palmer studies, including *Valley Thick with Corn* (1825). Minton proceeded to execute several impressive pen and ink works which pay homage to Palmer by both employing certain motifs (in the current example a tightly handled cornfield in the centre of the composition) and through exquisite draughtsmanship across the composition, encouraging equal attention to be garnered to every aspect of the scene – a key element of Palmer's approach.

Such works were first shown at a successful exhibition at the Lefevre Gallery with the two Roberts in October of 1944. Minton was rewarded with two further solo London exhibitions the following year, and amongst the works shown were compositions executed in his studio based on memories of his Cornish trip the summer prior. The present work could fall into this category and is stylistically fitting. However, in a letter from Minton dated to 1945, he reports from a second Cornish excursion:

‘this is from Cornwall: a high wind and blue sky so the caravan is rocked. I've been here a fortnight making detailed drawings of the landscapes... a lot of rather Sutherland attempts and the receding hills and spiked gorse on the lichen stone dykes... It seems remote, unreal... you would like it here, for here one feels safe. To read of the atomic bomb is like a strange fiction from outside, here close to the sea, what could be more improbable?’ (Minton to Judith Hollman, Tate Gallery Archive, TGA.918.1.3).

The description of works produced could well refer to *Summer Landscape* and as such the work could equally have been executed in the south west. The mention of the atomic bomb suggests that the letter was written after 6 August 1945, when an atomic bomb was dropped on the Japanese city of Hiroshima. This comment reinforces Minton's perception of Cornwall as a haven safe from destruction and threat and thusly his motivation for celebrating his experience there in such an accomplished composition, but it may also provide the key for decoding the forlorn expression of the farm-hand as he tends to his now threatened idyllic lands? Or if the huddled sweethearts are just seeking shelter from a harsh sea breeze, or perhaps a greater menace?







7<sup>AR</sup>

**JOHN CRAXTON R.A. (1922-2009)**

The musician

oil on canvas

60.3 x 30 cm. (23 3/4 x 11 3/4 in.)

Painted circa 1960

**£30,000 - 50,000**

**€34,000 - 57,000**

**\$41,000 - 68,000**

**Provenance**

The Artist, from whom gifted to

Douglas Whittaker and thence by family descent

Private Collection, U.K.

Part of a deeply musical family, painter and ballet designer John Craxton counted composers and performers among his close friends. During decades in the Aegean he often depicted taverna dancers and musicians such as the pipe player seen here.

Douglas Whittaker counted the Artist amongst his family friends, a talented musician he played principal flute in the BBC Symphony Orchestra. Whittaker performed with John Craxton's sister Janet, herself a distinguished oboist.

Further works by the artist feature in the current, free exhibition *Charmed Lives in Greece: Ghika, Craxton, Leigh Fermor*, at the British Museum until 15 July.

We are grateful to Dr. Ian Collins for compiling this catalogue entry.







8<sup>AR</sup>

**KEITH VAUGHAN (1912-1977)**

Figure: April 23

signed and dated 'Keith Vaughan/April 23/61' (lower right)  
pastel

43.8 x 34.9 cm. (17 1/4 x 13 3/4 in.)

**£12,000 - 18,000**

**€14,000 - 20,000**

**\$16,000 - 24,000**

**Provenance**

Sale; Christie's, London, 26 May 2011, lot 119  
Private Collection, U.K.

**Exhibited**

London, Whitechapel Art Gallery, *Keith Vaughan*, March-April 1962,  
cat.no.315

Vaughan has combined coloured oil pastels with a range of translucent wax crayons, building up a patchwork of forms which encase a standing male figure. As always Vaughan's figure is anonymous and unidentified; this is not a particular man but mankind in general. The dominant key of blue is modulated through a series of colour chords of cobalts, indigos and azures and this chromatic arrangement is off-set by more dominant blacks and earthy hues.

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



g<sup>AR</sup>

**ROBERT COLQUHOUN (1914-1962)**

Woman Writing

signed and dated 'Colquhoun 44' (upper left)

oil on canvas

23.4 x 15.3 cm. (9 1/8 x 6 in.)

**£10,000 - 15,000**

**€11,000 - 17,000**

**\$14,000 - 20,000**

**Provenance**

With Alex Reid & Lefevre Ltd, London

Roderick Cameron, Paris, by 1958

Sale; Jean Louis Picard, Paris, 22 December 1993, lot 45

With Austin Desmond Fine Art, London, 27 January 1994, where  
acquired by

Tim Ellis Esq.

His sale; Sotheby's, London, 19 November 2014, lot 39, where  
purchased by the present owner

Private Collection, U.K.

**Exhibited**

London, Alex Reid & Lefevre Ltd, *New Paintings by Robert Colquhoun  
and Robert MacBryde*, October-November 1944, cat.no.3

London, The Whitechapel Art Gallery, *Robert Colquhoun; An Exhibition  
of Paintings, Drawings and Prints from 1942 to 1958*, March-May  
1958, cat.no.23

**Literature**

Roger Bristow, *The Last Bohemians, The Two Roberts - Colquhoun  
and MacBryde*, Sansom & Company, Bristol, 2010, p.359



# TWO IMPORTANT WORKS ON PAPER BY WILLIAM ROBERTS

10<sup>AR</sup>

**WILLIAM ROBERTS R.A. (1895-1980)**

Dominoes (Study for Jeu)

signed 'William Roberts' (lower left) and partially titled 'Dominoes'  
(lower right)

pencil and pen and ink

19 x 16 cm. (7 1/2 x 6 1/4 in.)

Executed 1914-1915

£20,000 - 30,000

€23,000 - 34,000

\$27,000 - 41,000

**Provenance**

Sale; Sotheby's, London, 11 December 1968, lot 292, where acquired by  
Anthony d'Offay Couper Gallery

With Hamet Gallery, London, 8 January 1973, where acquired by  
Private Collection U.K.

**Exhibited**

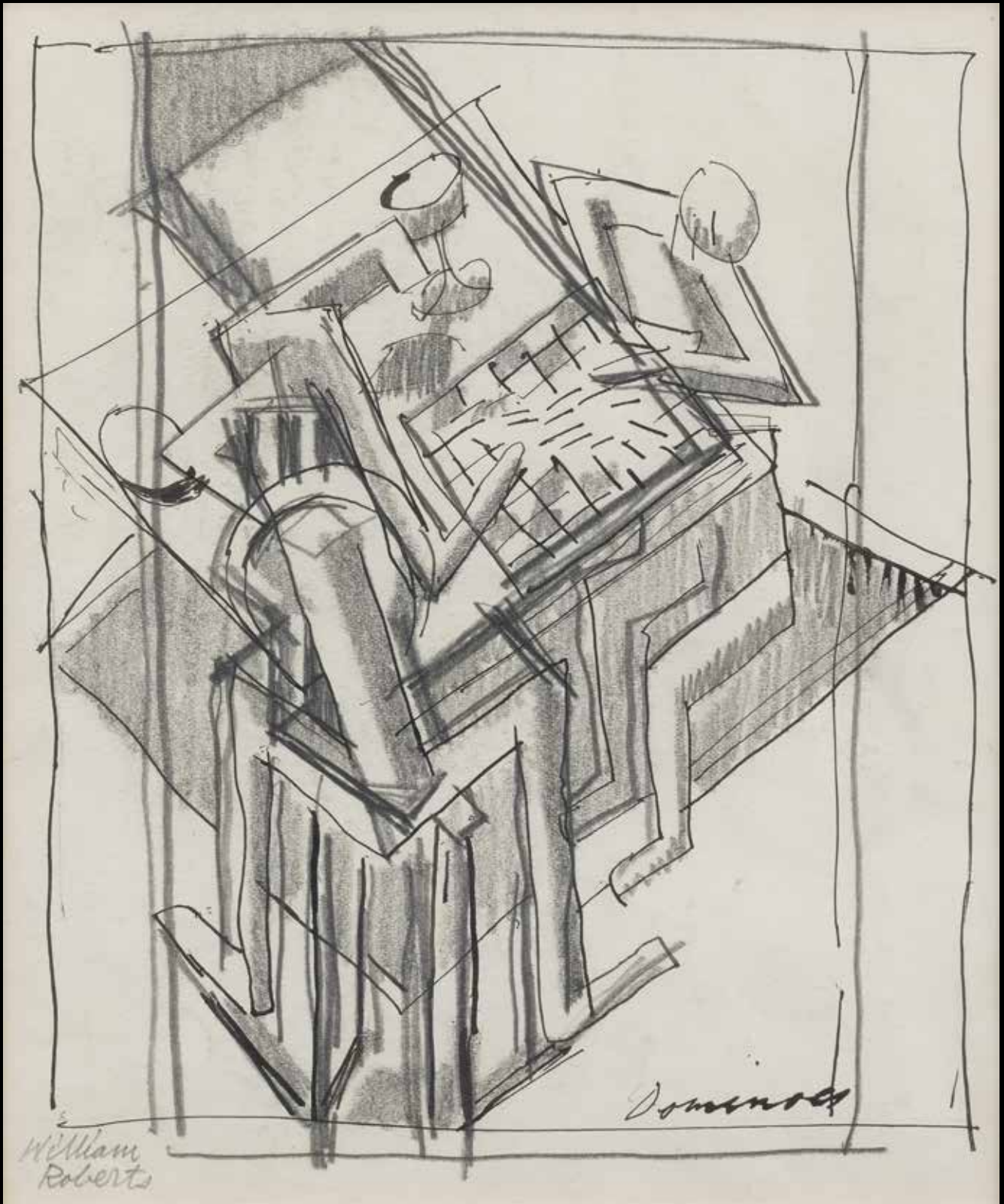
London, Anthony d'Offay Couper Gallery, *William Roberts R.A.  
Drawings and Watercolours, 1915-1968*, 23 September-10 October  
1969, cat.no.2

London, Hamet Gallery, *William Roberts R.A.: A Retrospective  
Exhibition*, 16 February-13 March 1971, cat.no.13

London, Hayward Gallery, *Vorticism and its Allies*, 27 March-2 June  
1974, cat.no.335

**Literature**

William Roberts, *8 Cubist Designs*, The Faval Press, London, 1969.





Study for 'Two Step', 1915, William Roberts  
 © The Estate of William Roberts  
 © Tate, London 2018

In July 1914, Percy Wyndham Lewis (with support from writer and poet Ezra Pound) effectively launched the Vorticist movement with the publication of a small magazine titled *BLAST: The Review of the Great English Vortex*. Whilst the movement drew on both continental Futurism and French Cubism it promoted an entirely new, English manifesto with a unique pictorial language. Unbeknownst to William Roberts, Lewis had reproduced two of his paintings – *Dancers* and *Religion* – within the publication and in doing so presented the young Roberts as a fully signed up 'Vorticist'. Initially dismayed by Lewis' forthright behaviour, it seems that he came to enjoy the notoriety surrounding *BLAST* and the public relations did his 19 year old reputation no harm. But following an initial boost came a period of poverty that forced the artist back to his parent's home in Hackney. The move did nothing to impede his creative output though and many paintings and drawings were produced in this late 1914-early 1915 period. All the oils from this time however are lost or destroyed and "it is only thanks to the several sketches, drawings and watercolours for these works that have surfaced over the years that we can appreciate the full extent of Roberts' radical abstraction" (Andrew Gibbon Williams, *William Roberts, An English Cubist*, Lund Humphries, 2004, p.27). The present work is such an example.

*Dominoes (Study for Jeu)* is a rare and highly important drawing for the lost masterpiece titled *Jeu* and painted in 1915. Measuring an impressive 156.2 x 112.4 cm., it is recorded as being 'A simple composition of lines and planes, in fresh, brilliant colors; an abstract suggestion of gaming' (Richard Cork, *Vorticism and Its Allies*, exhibition catalogue, p.85), who goes on to suggest that 'the final painting would have been considerably more abstract' (than the present study).

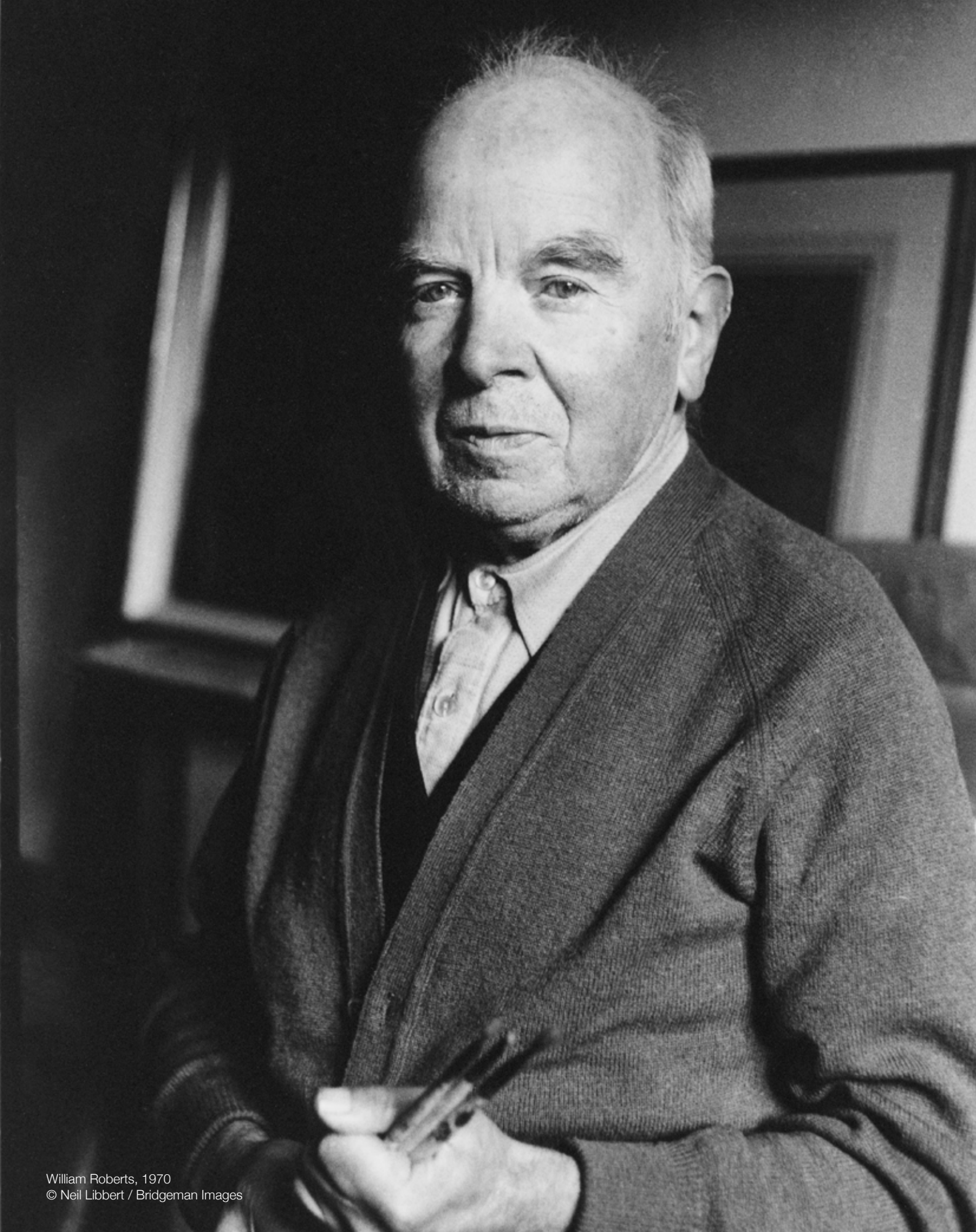
*Jeu* had been exhibited in the seminal *Vorticist Exhibition. The Vorticist Group: The First Exhibition of the Vorticist Group*, which was held at the Doré Galleries in June–July 1915. The show included no fewer than four oil paintings by Roberts – *Overbacks*, *Two-Step*, *Jeu* and *Theatre*, all lost or destroyed. Following the London exhibition, and in the midst of the First World War, Ezra Pound together with fellow American patron and collector John Quinn organised an exhibition in New York at The Penguin Club (*Exhibition of the Vorticists*, 10 January - 1 February 1917). Although Quinn financed the project (and bought nearly all the works afterwards), it was Pound who acted as curator and selected *Jeu*, amongst others, for inclusion. It was the last time the painting was to be seen in public and Roberts noted that 'Several paintings, including *The Draughts Players* and *The Party*, shown with the Vorticists at the Doré Galleries and afterwards bought by John Quinn of New York, were somehow destroyed in America' (William Roberts, *Some Early Abstract and Cubist Work 1913-1920*, 1957, p.8). Elsewhere Roberts suggests that *The Draughts Players* was probably a study for *Jeu*.

The present lot was offered for sale as *Dominoes*, one of thirteen drawings and a sketchbook by Roberts all dating from 1914-1918, at Sotheby's in 1968. Also included in this 'Property of a Gentleman' were studies for two of the artist's aforementioned, most significant oils, *Two Step* and *Theatre*. In the ground-breaking 1915 exhibition, *Two Step* was numbered 3B, *Theatre* as 3D and sandwiched between them was *Jeu* as 3C. How fitting then that these studies were offered together from the same private collection, as *Study for 'Theatre'* (lot 286, purchased by Anthony D'Offay), a watercolour titled *Two Step* (lot 289, purchased for £1,100 and now in the Collection of The British Museum) and *Study for Two Step* (lot 290, where purchased by Tate Gallery).

*Dominoes (Study for Jeu)* can therefore be considered as one of, if not the only, surviving record of one of Roberts' most important, lost oil paintings. Though inscribed 'Dominoes' it would appear the two figures are playing a board game and the scene is described from Roberts' favoured high vantage point. Considering the composition of this lot, it is safe to say that *Jeu* paved the way for later, known masterpieces such as *The Chess Players* 1929 which recently sold for £1,161,250 (see sale; Sotheby's, London, 10 May 2012, lot 17).

We are grateful to David Cleall and Bob Davenport for their assistance in cataloguing this work.





William Roberts, 1970  
© Neil Libbert / Bridgeman Images

11<sup>AR</sup>

**WILLIAM ROBERTS R.A. (1895-1980)**

Demolition Squad

signed 'William Roberts' (lower left)

pencil and watercolour

28.3 x 38.2 cm. (11 1/8 x 15 in.) (sheet); 24.3 x 34.2 cm. (9 1/2 x 13 1/2 in.) (image)

Executed circa 1941

£50,000 - 70,000

€57,000 - 79,000

\$68,000 - 95,000

**Provenance**

With Anthony d'Offay Couper Gallery, London, where purchased by the family of the present owner  
Private Collection, U.K.

**Exhibited**

London, Anthony d'Offay Couper Gallery, *William Roberts R.A., Drawings and Watercolours 1915-1968*, 23 September-10 October 1969, cat.no.31

**Literature**

William Roberts, *Paintings, 1917-1958*, Canale, London, 1960, p.48 (ill.b&w)

The outbreak of war in September 1939 gave William Roberts a much-needed opportunity. With the turmoil abroad came a great degree of personal upheaval resulting in having to move the family from London to Oxford. However, the conflict brought about new subject matter that favoured his figurative style, which had spent much of the 1930s in the shadow of Abstraction, epitomised by the *Unit One* movement and spearheaded by Paul Nash and his contemporaries. Roberts had seen some of the bloodiest action during The Great War, toiling in the trenches of Belgium and France with the artillery and carrying out the incredibly dangerous task of repairing communication lines between field batteries. Taken up as an Official War Artist, Roberts produced some outstanding work including the significant oil *The First German Gas Attack at Ypres* (1918, National Gallery of Canada, Ottawa), a commission from the Canadian War Memorials Fund (CWMF). However, he is perhaps most admired for the smaller pen and ink drawings and watercolours worked up in the Cubist manner from his Flood Street studio in Chelsea once relieved from active military service. Upon writing to the War Office on the 12th September 1939 in the hope of securing commissions he did so with the benefit of experience, hoping to become one of the few artists to document both conflicts in Europe.

Roberts was rewarded for his enthusiasm with an assignment to accompany the British Expeditionary Force to France where he would illustrate some of its senior figures. To his detriment the artist failed to appear on the continent, feeling instead that he could produce equally accomplished work in England. Clearly the War Artists' Advisory Committee did not share Roberts' sentiments and owing to his petulance cancelled his contract with almost immediate effect. This unfortunate turn of events scuppered his chances of becoming the fully-fledged war artist he deserved, and it took a grovelling letter to Kenneth Clark, the committee's chairman and owner of his 1929 picture *Bath Night* (Bolton Museum and Art Gallery), to be reconsidered for even periodic commissions.







*Demolition Squad*, 1941, William Roberts (Guildhall Art Gallery, City of London)  
© Estate of John David Roberts. By permission of the Treasury Solicitor

Three instructions from the War Artists' Advisory Committee were to follow with the first, *Munitions Factory* (1940, City of Salford Museums and Art Gallery, Manchester), capturing the fraught environment at the Woolwich Arsenal. Numerous tradesmen including mechanics, welders and plate-cutters scramble to complete work on an anti-aircraft gun assembly line as the country rises to the challenge of competing with German military might. It was a natural subject for Roberts of course who himself had worked in a Tufnell Park munitions factory during 1915 and manages to successfully incorporate his expertise into the composition whilst at the same time giving centre stage to the individual workers. *The Control Room, Civil Defence Headquarters* (City of Salford Museums and Art Gallery, Manchester) followed in 1942 and echoes Roberts' preoccupation with the everyday man and woman playing their part in the war effort. In stark contrast to the raw industry of his first completed commission, this painting transports us into the secret world of intelligence gathering where suited men study a large colourful map of London, divided into sectors whilst telephone operators pass on incoming messages. The final work, *A Station Scene in Wartime* (1942/43) was executed in watercolour showing a busy platform with men, women and children waving goodbye to one another, evoking the personal strains and emotions placed on family life during wartime. An ironic victim of the conflict itself, this work was destroyed in enemy action shortly after completion.

*Demolition Squad* (circa 1941) was not an official commission from the War Artists' Advisory Committee but continues with the artist's theme of portraying daily life during the conflict and re-affirms his interest in it. The setting is a blitzed building in the City of London, most likely Christopher Wren's Christ Church Greyfriars in Newgate Street, which was almost totally destroyed in the intense air raid of 29th December 1940. There are several churches within the area including St Sepulchre, the City Temple and St Andrew Holborn, however these either do not have a view of Justice atop the Central Criminal Court (Old Bailey) or avoided damage in the raid. Roberts' inclusion of Justice in the distance serves as a symbolic reminder of the force of right over wrong, the nation's endurance over chaotic destruction and future triumph. This is juxtaposed with the blitzed buildings that appear through the gap on the right of the composition and the immediate devastation that is being tended to within the bomb site itself. Here the demolition squad, who carry out their work with stolid and workmanlike resignation, remove bricks, artefacts and a perished body from the church. As they move through the composition the front stretcher bearer turns his head to look at Justice in a show of quiet resilience that would come to epitomise the British attitude to attack.

Demolition squads were a frequent site during the Blitz and here the artist depicts them with calm and rhythmic movement. This is particularly evident in the tender way in which two members of the squad carefully remove the figure of Christ from the building as if he is being removed from the cross itself. Directly below this, three figures mimic the movement of the stretcher bearers at the top of the composition as they handle a twisted steel girder with the same compassion as a body. Further metal and steel bars and girders populate the pictorial space serving as a reminder that we are embroiled in a modern, unforgiving conflict. This is most noticeable at the left where a single upright steel and the pattern beyond echoes some of the artist's First World War images such as the devastated trees in *Searching and Sweeping* (1919, Private Collection). Roberts clearly drew on his previous experiences when completing works such as *Demolition Squad* with the arrangement of figures and their passing of bricks to one another reminiscent of the movement of weaponry between soldiers in *A Shell Dump, France* (1918-19, Imperial War Museum, London).

The present work is strikingly similar to the finished oil painting which is suitably held in the collection of the Guildhall Art Gallery, City of London. There are some subtle differences such as the arrangement of pipes along with minor additions including the face of Christ, letters 'APR' (Air Raid Precautions) and 'W' (Warden) embossed on some of the squad's uniform and helmet. In the artist's typically fastidious manner, two pencil studies of varying detail are held in the Tate Gallery and offer a fascinating insight into his working method. Roberts' vision of World War II, sadly only transcribed into a few works such as *Demolition Squad*, differed from those of his eminent contemporaries such as Paul Nash, Henry Moore and John Piper as 'he understood immediately that for most of the population the war represented sheer hard graft and inconvenience, and that this called for an interpretation that was workaday-heroic rather than poetic'. (Andrew Gibbon Williams, *William Roberts, An English Cubist*, Lund Humphries, Hampshire, 2004, p.96).

We are grateful to David Cleall and Bob Davenport for their assistance in cataloguing this work.









12<sup>AR</sup>

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

Cirrus

signed, inscribed and dated 'John Tunnard/57/TRG 21' (upper right);  
further signed, inscribed and dated again 'CIRRUS/John Tunnard 57/  
TRG.21.' (verso) and signed and inscribed again 'CIRRUS/TRG 21/  
John Tunnard' (on the backboard)

gouache

38.1 x 56.1 cm. (15 x 22 in.)

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

**Provenance**

With McRoberts & Tunnard, London, 15 January 1960, where acquired by  
C. Harrison Esq., by whom gifted to the family of the present owner  
Private Collection, U.K.

**Exhibited**

London, McRoberts & Tunnard, *John Tunnard*, 26 November-23  
December 1959, cat.no.41

**Literature**

Alan Peat & Brian A. Whitton, *John Tunnard, His Life and Work*, Scolar  
Press, Aldershot, 1997, p.186, cat.no.655

Please note that this work is detailed as 'eagle' in the artists ledger.





13<sup>AR</sup>

**GRAHAM SUTHERLAND O.M. (1903-1980)**

Dying Swan

signed 'Sutherland' (upper right)

pencil, watercolour, crayon and ink on paper laid on board

29.1 x 38.4 cm. (11 1/2 x 15 1/8 in.)

Executed circa 1942

**£15,000 - 20,000**

**€17,000 - 23,000**

**\$20,000 - 27,000**

**Provenance**

The Artist, from whom acquired by

Sir Allen Lane

Thence by descent until 1996

Peter Nahum

His sale; Christie's, London, 15 November 2006, lot 203, where

purchased by the present owner

Private Collection, U.K.

**Exhibited**

London, Arts Council of Great Britain, *British Painters*, 1950

London, Olympia Loan Exhibition, *Graham Sutherland*, 25 February

- 2 March 2003, cat.no.GS-185

Aldeburgh, Peter Pears Gallery, *Festival Exhibition*, 9-24 June 2006,  
cat.no.34

The first owner of the present work, Sir Allen Lane, was one of the founders of Penguin Books.

**PROPERTY FROM THE PATRICK HORSBRUGH COLLECTION**

14<sup>AR TP</sup>

**JOHN PIPER C.H. (1903-1992)**

Harlaxton Manor II

signed 'John Piper' (lower right); further signed, titled and dated

'Harlaxton Manor/2/John Piper/1972' (verso)

oil on canvas laid on panel

122 x 152.8 cm. (48 x 60 1/8 in.)

**£30,000 - 50,000**

**€34,000 - 57,000**

**\$41,000 - 68,000**

**Provenance**

With Marlborough Fine Art, London

Professor Patrick Horsbrugh Esq.

Private Collection, U.K.

Harlaxton Manor was built in 1837 by Gregory Gregory (1775–1860) when he inherited the property from his uncle, George de Ligne Gregory (1740–1822) upon his death in 1822. Gregory commissioned the renowned English architect Anthony Salvin (1799 -1881) to build Harlaxton Manor in 1831. Salvin was considered an expert in medieval buildings and architecture, working on some major English landmarks in his lifetime such as the Tower of London and, upon instruction from Prince Albert, Windsor Castle. The structural elements of the manor combined both Elizabethan and Jacobean styles and its construction was an important factor in the subsequent renaissance in Elizabethan architecture. The manor then changed hands many times upon Gregory's death, was requisitioned by the Government during the Second World War for the Royal Air Force, and is now owned by The University of Evansville as Harlaxton College.

Patrick Horsbrugh (1920-2014) was an eminent British Professor of Architecture who, having studied in both Britain and the United States, began a career in teaching. Horsbrugh taught at Harvard University, in North Carolina, Illinois and Nebraska also holding the title of professor emeritus at the University of Notre Dame until his death in 2014.

Having found his passion for architecture interrupted by service during World War II, Horsbrugh started working voluntarily in a planning office in Middlesbrough on the *Middlesbrough Survey and Plan*, under the architect Max Lock. It was during this time when Horsbrugh became close with Piper as he recalls, "It was a wonderful service for me and through that I met John Piper, the artist of some of these paintings. The finest painter in Europe at that time, John and I became friends until he died, his bronze that I had cast—a portrait—just before his death".

Painted in 1972, *Harlaxton Manor II* is a celebration of the architectural form. The strongly etched lines outlining the structure accentuate the Elizabethan and Jacobean styles of the building, with the bright and musical colouring, so heavily associated with Piper, depict Harlaxton Manor as an uplifting triumph of design and form.





## VARIOUS PROPERTIES

15<sup>AR</sup>

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

Seated Mother and Child: Thin

signed and numbered 'Moore/4/9' (on the base)

bronze with a brown patina

24.2 cm. (9 1/2 in.) high (including the base)

Conceived in 1980

**£40,000 - 60,000**

**€45,000 - 68,000**

**\$54,000 - 82,000**

### **Provenance**

With Fisher Fine Art, London, where acquired by the parents of the previous owner

Thence by descent

Their sale; Sotheby's, 10 December 2008, lot 81, where acquired by the present owners

Private Collection, U.K.

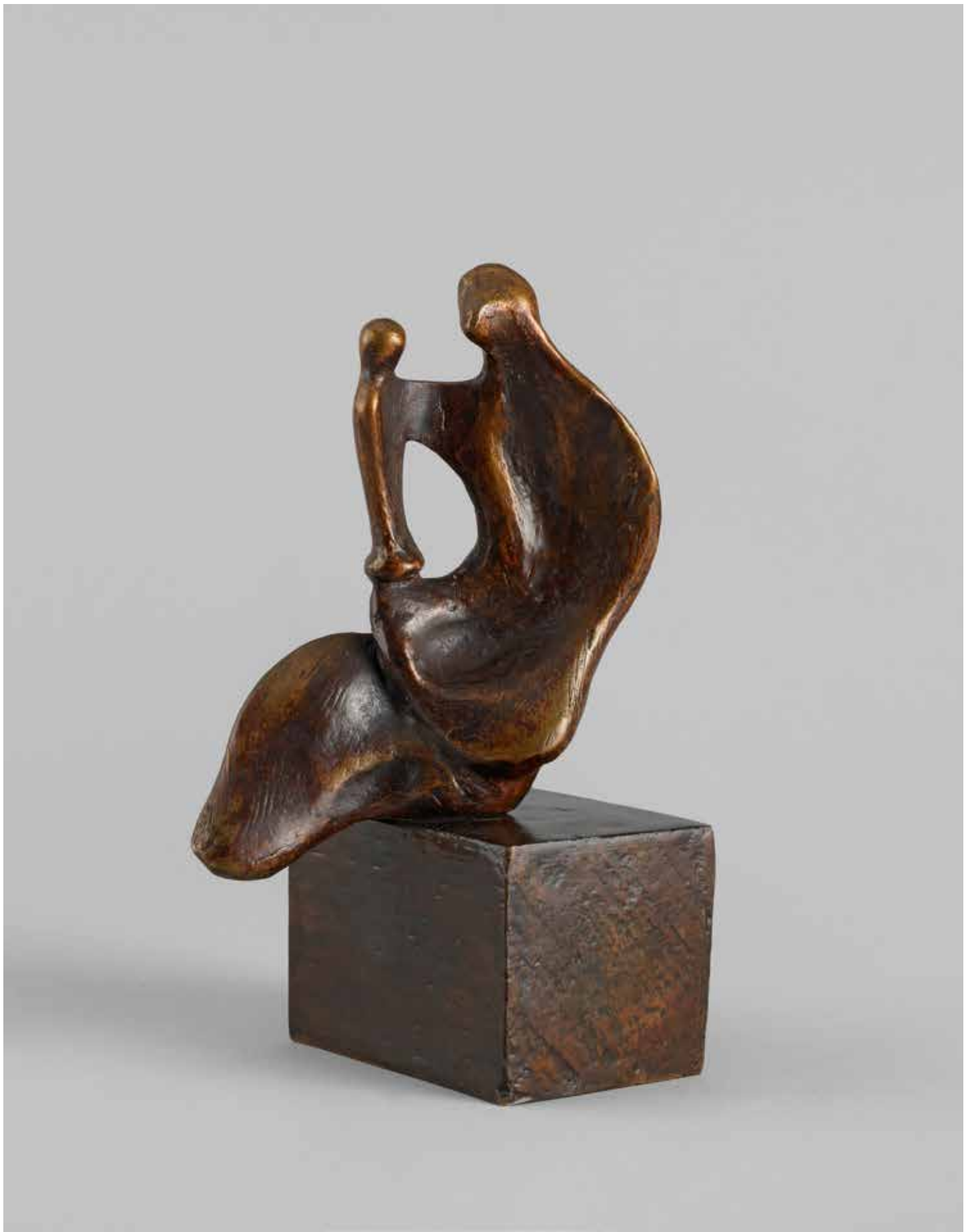
### **Literature**

Alan Bowness (ed.), *Henry Moore, Complete Sculpture, Volume 6*, Lund Humphries, London, 1988, p.38, cat.no.804 (ill.b&w, another cast)

John Hedgecoe, *A Monumental Vision, The Sculpture of Henry Moore*, Collins & Brown, London, 1998, p.244-245, cat.no.680 (col.ill., another cast)

Alongside the reclining figure, the theme of mother and child would occupy Moore throughout his career. Speaking on the subject, he commented that 'from very early on I had an obsession with the mother and child theme – it has been a universal theme from the beginning of time and some of the earliest sculptures we've found from the Neolithic Age are of a mother and child. I discovered, when drawing, I could turn every little scribble, blot or smudge into a mother and child' (Henry Moore and John Hedgecoe, *Henry Moore, My Ideas, Inspiration and Life as an Artist*, Ebury Press, London, 1986, p.155). The emergence of this crucial theme can be dated back to his first term at the Royal College of Art in the autumn of 1921 when he drew *Woman Playing with Her Child* on a small notebook sheet. This was followed in 1922 with his first sculpture of the subject, *Mother and Child* (Private Collection), carved in Portland stone and bearing a close resemblance to an Aztec carving of a seated man in the British Museum.

*Seated Mother and Child: Thin* dates to 1980 and follows the birth of his first grandchild in 1977. The arrival of the baby invigorated the artist and there is a renewed sense of power and intimacy with regard to the theme. Moore has reduced the forms in the present work and also, as the title would suggest, condensed the depth somewhat. A tremendous sense of empathy is created as the mother holds the child up close, her hands and arms both wrapped around to protect the infant. Three years after this work was conceived, Moore was commissioned by Dr Alan Webster, the Dean of St Paul's Cathedral to produce the celebrated seven foot tall *Mother and Child: Hood* in travertine marble.





16\* AR

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

Reclining Stringed Figure

signed and numbered 'Moore 5/5' (underneath)

polished bronze with brass wire, on a wooden base

25.5 cm. (10 in.) wide (excluding the base)

Conceived in 1939 and cast in 1982

£150,000 - 250,000

€170,000 - 280,000

\$200,000 - 340,000

**Provenance**

With Alex Rosenberg Gallery, New York, 1984, where acquired by

Private Collection, U.S.A.

The Estate of E. Franklin Robbins, U.S.A.

Private Collection, Australia

**Exhibited**

New York, Alex Rosenberg Gallery, *Henry Moore: Recent Work,*

*Sculpture and Graphics and Drawing*, 4 May-2 June 1984

**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.30, cat.no.199a

(ill.b&w, another cast)





‘From the very beginning the reclining figure has been my main theme’

Henry Moore, 1968





During the late 1930s Moore's work veered away from the representational images of the reclining figure and began to incorporate the stringed element for the first time in twentieth century sculpture. Following a visit to the Science Museum in South Kensington where he had been intrigued by some of the mathematical models, Moore went on to make sixteen of these 'stringed figures' between 1937 and 1940 in wood, bronze and lead.

"Undoubtedly the source of my stringed figures was the Science Museum. Whilst a student at the R.C.A. I became involved in machine art, which in those days had its place in modern art. Although I was interested in the work of Léger, and the Futurists, who exploited mechanical forms, I was never directly influenced by machinery as such. Its interest for me lies in its capacity for movement, which, after all, is its function" (John Hedgecoe, *Henry Spencer Moore*, Thomas Nelson, 1968, p.105).

Moore first executed a beechwood sculpture incorporating string in 1937, titled *Stringed Relief* (LH182, Private Collection) and would continue to incorporate both string and wire in his work for the next two years. While it has been suggested that the work of Naum Gabo, who had arrived in Hampstead in 1935, was a major influence on the artist at the time, Moore's statement to Hedgecoe leaves no doubt as to the impetus of his inspiration. He goes on to explain:

"I was fascinated by the mathematical models I saw there, which had been made to illustrate the difference of the form that is half-way between a square and a circle. One model had a square stone end with twenty holes along each side making eighty holes in all. Through these holes strings were threaded and led to a circle with the same number of holes at the other end. A plane interposed through the middle shows the form that is halfway between a square and a circle. One end could also be twisted to produce forms that would be terribly difficult to draw on a flat surface. It wasn't the scientific study of these models but the ability to look through the strings as with a bird cage and to see one form within another which excited me" (Loc.Cit.). It was these mathematical configurations that prompted the artist to experiment with how string can show lines in space, acting as a barrier while nevertheless allowing the eye to see one form through another.

In the present example the taut string contrasts with the sinuous curve of the cast metal giving movement and vitality to the figure. Several different groups of wire criss cross and intertwine with one another creating a visual play that provokes the viewers eye up and down, over and across the entire surface of the highly polished bronze.



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

Shelter Drawing

signed and dated 'Moore/42' (lower right)

pencil, wax crayon, coloured crayon, watercolour wash, pen and ink and gouache

38.1 x 27.9 cm. (15 x 11 in.)

HMF no.1858

**£120,000 - 180,000****€140,000 - 200,000****\$160,000 - 240,000****Provenance**With The Reid Gallery, London (as *Sleepers in a Shelter*)

Aimée Goldberg, London

Her sale; Christie's, London, 2 December 1986, lot 141 (as *Sleepers in a Shelter*, £46,830), where acquired by

Marlborough Fine Art, London, on behalf of the family of the present owner

Private Collection, U.K.

**Exhibited**London, Marlborough Fine Art, *A Tribute to Henry Moore*, 14 May-26 June 1987, cat.no.7**Literature**Ann Garrould (ed.), *Henry Moore, Volume 3, Complete Drawings 1940-49*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 2001, p.108, cat.no.AG.42.12 (ill.b&w)

In a radio broadcast on September 3rd 1939 Neville Chamberlain informed the nation that Britain was at war with Germany. It prompted a sanguine response from Henry Moore and his wife Irina who jumped in their car and drove to the coast near Dover for a swim under the iconic cliffs. Moore recorded his feelings that day in what must be one of the earliest interpretations of the conflict, a haunting drawing titled *September 3rd*, which depicts a group of female bathers standing in the same water, their heads akin to gasmasks, staring stoically outwards towards continental Europe. It is difficult today to comprehend the feelings that must have been running through the forty-one year old sculptor's mind as he contemplated an inevitable change in artistic direction brought about by factors beyond his control. By this point Moore was an established artist who had begun to cement his reputation in broader international circles and especially France and Germany.

Despite its island status, Britain was vulnerable to German military might with the arrival of the Luftwaffe a sobering prospect given the weak and ill prepared anti-aircraft defences. Naturally, the attention of the authorities turned to how best protect people during air raids and the different methods of shelter. The ARP (Air Raid Precautions) Committee issued copies of a booklet titled *The Protection of your Home against Air Raids* to every household in the country and several different methods of shelter were proposed. Anderson shelters held no more than six people and were made of prefabricated sections dug into the ground, with a curved roof protected by a thick layer of earth or sandbags. They were popular with homeowners themselves and considered perfect for families with gardens. For those in more built up areas that consisted of long rows of terraced houses or council-owned tenement blocks, surface shelters of brick and concrete were constructed to hold greater numbers. Of course, a large number of people were committed to remaining in their homes and using the Morrison shelter, a form of metal-framed table underneath which a person was protected by steel mesh. Despite being a painfully obvious target, London's underground tube network offered an instinctive and relatively secure environment for the capitals inhabitants which was not available to those of other targeted cities. During the intensity of the Blitz, deep shelter was found in the tube each night by approximately 100,000 Londoners.

Henry Moore stumbled across shelterers at Belsize Park tube station after an evening out in the West End with his wife on September 11th, 1940. The artist recollected what was clearly a remarkable sight, 'We stayed there for an hour and I was fascinated by the sight of people camping out deep under the ground. I had never seen so many reclining figures and even the holes out of which the trains were coming seemed to me like the holes in my sculpture. And there were intimate little touches. Children fast asleep, with trains roaring past only a couple of yards away. People who were obviously strangers to one another forming tight little intimate groups. They were cut off from what was happening up above, but they were aware of it. There was tension in the air.' (Henry Moore quoted in Julian Andrews, *London's War, The Shelter Drawings of Henry Moore*, Lund Humphries, Aldershot, 2002, p.36).

This experience proved to be the inspiration for what would become known as the 'Shelter Drawings' from which the present work belongs. Dating to 1942, *Shelter Drawing (Sleepers in a Shelter)* depicts a group of individuals resting as best they can on a hard and uncomfortable floor whilst mayhem reigns around them. The viewer is placed in the same position as the artist may have been whilst sketching, directly above and looking down. It is easy to see why the subject appealed to Moore who is able to draw, as he does here, on the two central themes that dominated his art, that being the mother and child and reclining figure. The mother, who is awake, casts a protective arm around her sleeping child who she carefully and perhaps anxiously observes whilst the man next to them emerges into the pictorial space at seemingly deep rest. The figures beyond appear in one sense on top of one another, further adding to the sense of cramped conditions, but also receding down through the tunnel space. Their appearance contrasts with the distinctive group in the foreground and is a striking example of the artist's sectional line technique, the effect of which gives a startling, skeletal appearance to the lying bodies almost as though we are looking at the ribcage of a ghostly corpse. By employing this method, Moore sharply contrasts the fine line between life and death, thus aptly portraying the atmosphere of the moment.

*Shelter Drawing (Sleepers in a Shelter)* belongs to a short lived but intense period of Henry Moore's life where a distinct body of work quite separate to his usual practice evolved. The War Artist's Advisory Committee under the guidance of Kenneth Clark acquired thirty-one Shelter Drawings by the end of the war which as in the present example are powerful depictions of the experience of survival.





18<sup>AR</sup>

**FRANK DOBSON, R.A. (1888-1963)**

Figure Group (Les Deux Amies)

signed 'Dobson' (on the base)

terracotta

30.5 cm (12 in.) high

unique

Conceived in 1938

**£12,000 - 18,000**

**€14,000 - 20,000**

**\$16,000 - 24,000**

**Provenance**

With The Mayor Gallery, London, where acquired by Christopher Marshall Esq.

Mr & Mrs Edward Ian Broof Jeffcott, by the 1940s

Thence by family descent

Private Collection, U.K.

**Exhibited**

Bristol, Museum and Art Gallery, *Exhibition of Sculpture and Drawings by Frank Dobson*, 28 March-11 April 1940, cat.no.29 (as *The Friends*)

London, Arts Council of Great Britain, *Frank Dobson: Memorial Exhibition*, 22 June-23 July 1966, cat.no.56, (as *The Friends*); this exhibition travelled to Bradford, Bradford City Art Gallery, 6-27 August, Coventry, Herbert Art Gallery, 3-24 September, Gateshead, Shipley Art Gallery, 5-22 October and Portsmouth, Cumberland House Museum, 29 Oct-19 November

Cambridge, Kettle's Yard, *True And Pure Sculpture*, 4 July-9 August 1981, cat.no.70; this exhibition travelled with The Arts Council of Great Britain to Preston, Harris Museum and Art Gallery, 5 September-3 October, Hull, Ferens Art Gallery, 10 October-8 November and Birmingham, City Museum and Art Gallery, 21 November-3 January 1982

**Literature**

T.W. Earp, *Britain Today*, 'The Art of Frank Dobson', no.76, August 1942  
Francis Waton, *The Connoisseur*, 'Frank Dobson: Four Drawings' January 1963, pl.23

Neville Jason & Lisa Thompson-Pharoah, *The Sculpture of Frank Dobson*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham and London, 1994, p.147, cat.no.139 (ill.b&w)

Edward Ian Broof Jeffcott served as an officer in the Second World War and Pamela Jeffcott was an artist. Following 1945 Edward worked as an architect including as part of the Festival of Britain in 1951. For the Festival, Dobson sculpted a large seated female couple titled *London Pride (Leisure)*, a bronze of which is still sited on the South Bank.







19\* AR

**JOHN RATTENBURY SKEAPING R.A. (1901-1980)**

Stag

ironstone on a marble base

19.2 cm. (7 1/2 in.) high (excluding the base)

unique

Carved in 1930

**£10,000 - 15,000**

**€11,000 - 17,000**

**\$14,000 - 20,000**

**Provenance**

Probably Collection of Mrs Rachel Cohen Gorer (1873–1954), thence by descent to

Mr Peter Alfred Gorer (1907-1961) and Mrs Elizabeth K. Gorer (1913-2016), by 1978

Private Collection, U.S.A.

**Exhibited**

London, Arthur Tooth Gallery, *New Sculpture by John Skeaping and Barbara Hepworth*, 15 October-15 November 1930, cat.no.18

**Literature**

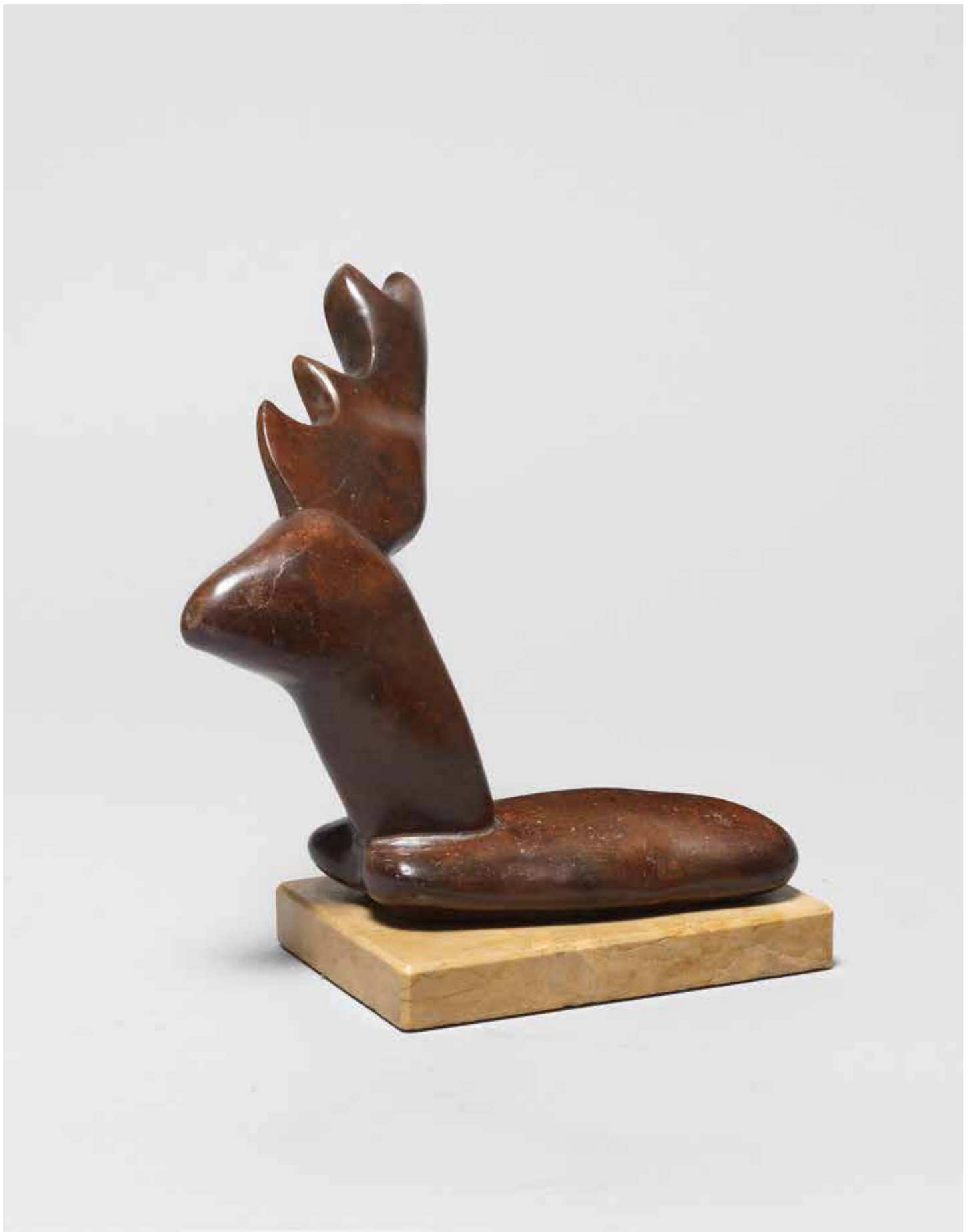
Jonathan Blackwood, *The Sculpture of John Skeaping*, Lund Humphries in association with the Henry Moore Foundation, London and Much Hadham, 2011, p.82, cat.no.81 (ill.b&w)

The ironstone from which *Stag* is carved links it to holidays Skeaping spent at Happisburgh, Norfolk in the summers of 1930 and 1931. Henry Moore was among those who joined Barbara Hepworth and John Skeaping on both occasions and throughout the early 1930s all three artists used the material for modestly sized direct carving. As Skeaping recalled "Henry, Barbara and I used to pick up large ironstone pebbles on the beach which were ideal for carving and polished up like bronze" (John Skeaping, *Drawn from Life: An Autobiography*, London 1977, pp.91-2).

A noted animalier from his first works to his last, Skeaping's carvings in ironstone illustrate the breadth of his fascination with various creatures; other examples include *Fish* (1929-30, Tate Gallery, London), *Duck* (1930, Private Collection) and *Ox* (circa 1930, Private Collection). Amongst these *Stag* is especially complex being formed from three individual stones. Following the approach prevalent amongst his peers of 'truth to material', Skeaping has selected each pebble shape for its specific purpose; the body, the neck and the antlers. The general form of each has then been highly refined and then assembled to the sleek, stylised final figure of the recumbent beast.

Rachel Cohen Gorer was widowed at an early age. Her husband, Edgar Gorer a leading scholar and dealer in Chinese art, perished with the sinking of *RMS Lusitania* in 1915. Following the tragedy, Rachel developed a long and fast friendship with Dame Edith Sitwell and became well acquainted with the leading artists exhibiting in England during the interwar years. Her passion for collecting extended to her three children Peter, Geoffrey and Richard. The family amassed a broad and significant collection including works by Pavel Tchelitchew, Frances Hodgkins, Paul Cézanne, Francis Bacon and Barbara Hepworth (specifically *Figure of a Woman* (1929-30) now in the collection of the Tate Gallery). Also in the collection were seven works by John Skeaping, all owned by Peter and Elizabeth Gorer (by the late 1970s) and until now, all considered lost.

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







(Underneath the present lot)

20\* AR

# **JOHN RATTENBURY SKEAPING R.A. (1901-1980)**

Savage Mongolian Horse  
signed 'J. SKEAPING' (on the base)  
bronze with a brown patina  
27.3 cm. (10 3/4 in.) long  
Conceived in 1928

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 20,000

## **Provenance**

Probably Collection of Mrs Rachel Cohen Gorer (1873–1954), thence  
by descent to  
Mr Peter Alfred Gorer (1907-1961) and Mrs Elizabeth K. Gorer (1913-  
2016), by 1978  
Private Collection, U.S.A.

## **Exhibited**

Buenos Aires (details untraced)  
Venice, *La Biennale Venezia*, 1928, cat.no.154

## **Literature**

Jonathan Blackwood, *The Sculpture of John Skeaping*, Lund  
Humphries in association with the Henry Moore Foundation, London  
and Much Hadham, 2011, p.71, cat.no.37

No animal was more central to Skeaping's output than the horse.  
Perhaps his most celebrated work is the to-scale mahogany and  
pyinkado wood carving *Horse* (1933-34, Tate Gallery, London) which  
met with a rash of publicity upon it's unveiling (dubbed by one paper  
as 'The Beast of Bond Street') and his later race horse commissions  
display sheer mastery of the equine form.

A keen rider, Skeaping was familiar with the various horse breeds.  
The present example is a Mongolian horse, one of the oldest breeds  
and largely unchanged since the time of Genghis Khan. Noted for  
its sturdy proportions, full mane, long tail and a tough and willing  
temperament – all features which Skeaping has faithfully adhered to in  
his representation.

The present example is both one of his earliest equine sculptures, and  
one of the first works which he had cast in bronze. It is believed to be  
a unique cast. It was also in the Gorer family collection (see note for  
the previous lot).

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



21<sup>AR</sup>

**TRISTRAM HILLIER R.A. (1905-1983)**

Fishing Craft at Peniche

signed and dated 'Hillier/66' (lower right); titled and dated again

'FISHING CRAFT AT PENICHE. 1966.' (on the canvas overlap)

oil on canvas

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

**£20,000 - 30,000**

**€23,000 - 34,000**

**\$27,000 - 41,000**

**Provenance**

With Arthur Tooth & Sons Ltd., London, 12 April 1967, where acquired by  
Ronald H. Woods Esq.

Thence by family descent

Private Collection U.K.

**Exhibited**

London, Arthur Tooth & Sons Ltd., *Tristram Hillier*, 26 March-20 April  
1968, cat.no.30

Please note that this lot is offered with letters of correspondence  
between the Artist and Ronald H. Woods following his purchase of the  
present work. Further correspondence between Arthur Tooth & Sons  
and The Lefevre Gallery regarding this painting, including the original  
bill of sale, are also included.





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









22<sup>AR</sup>

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

*Ship Entering a Harbour*

signed and dated 'L S Lowry 1967' (lower left) and numbered '33' (lower right)

pencil

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

£20,000 - 30,000

€23,000 - 34,000

\$27,000 - 41,000

**Provenance**

With Henry Donn, Manchester, circa 1976, where acquired by

Dr. Jack Silver

Thence by family descent

'In 1960, a chance visit to Sunderland led to an association with the North-East coast that was to last until his death. "I like Sunderland", he said, "because of the shipping and ship-building and the countryside at the back..." And, on another occasion: "Some people like to go to the theatre, some like to watch television, I just like watching ships".' (Michael Howard, *Lowry, A Visionary Artist*, Lowry Press, Salford Quays, 2000, p.234).

*Ship Entering a Harbour* was drawn in 1967, during Lowry's eightieth year, and it likely depicts a trawler returning to the harbour at South Shields, near Sunderland following a fishing trip out on the North Sea. Despite his fame (1967 saw the Post Office issue a Lowry postage stamp) and wealth at this late stage of his career, Lowry still took vacations to less touristy parts of the country. In Sunderland, he would stay at the Seaburn Hotel overlooking the water, sketching the activities as they presented themselves.

The present motif of a vessel entering the mouth of a harbour has been seen to symbolise the artist's anxieties concerning the approach of his own death, and as a contemplation of his own mortality. They also serve to remind us that boats and ships in all their forms were of great interest to Lowry from his earliest days as an artist. Indeed, his first known surviving work, *Yachts*, a pencil dating from 1902 when Lowry was just fifteen, illustrates his fascination from such a young age.

'However much Lowry may or may not have exaggerated or romanticised certain aspects of his life, the significance of the sea in his life and work cannot be doubted; as with so many motifs that attracted the artist, it took hold of his imagination early in life'

Michael Howard



23<sup>AR</sup>

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

Outside the mill

signed and dated 'L S Lowry 1950' (lower left)

watercolour and oil on paper laid on board

27.5 x 22.9 cm. (10 7/8 x 9 in.)

**£70,000 - 100,000**

**€79,000 - 110,000**

**\$95,000 - 140,000**

**Provenance**

With Henry Donn, Manchester, circa 1976, where acquired by

Dr. Jack Silver

Thence by family descent

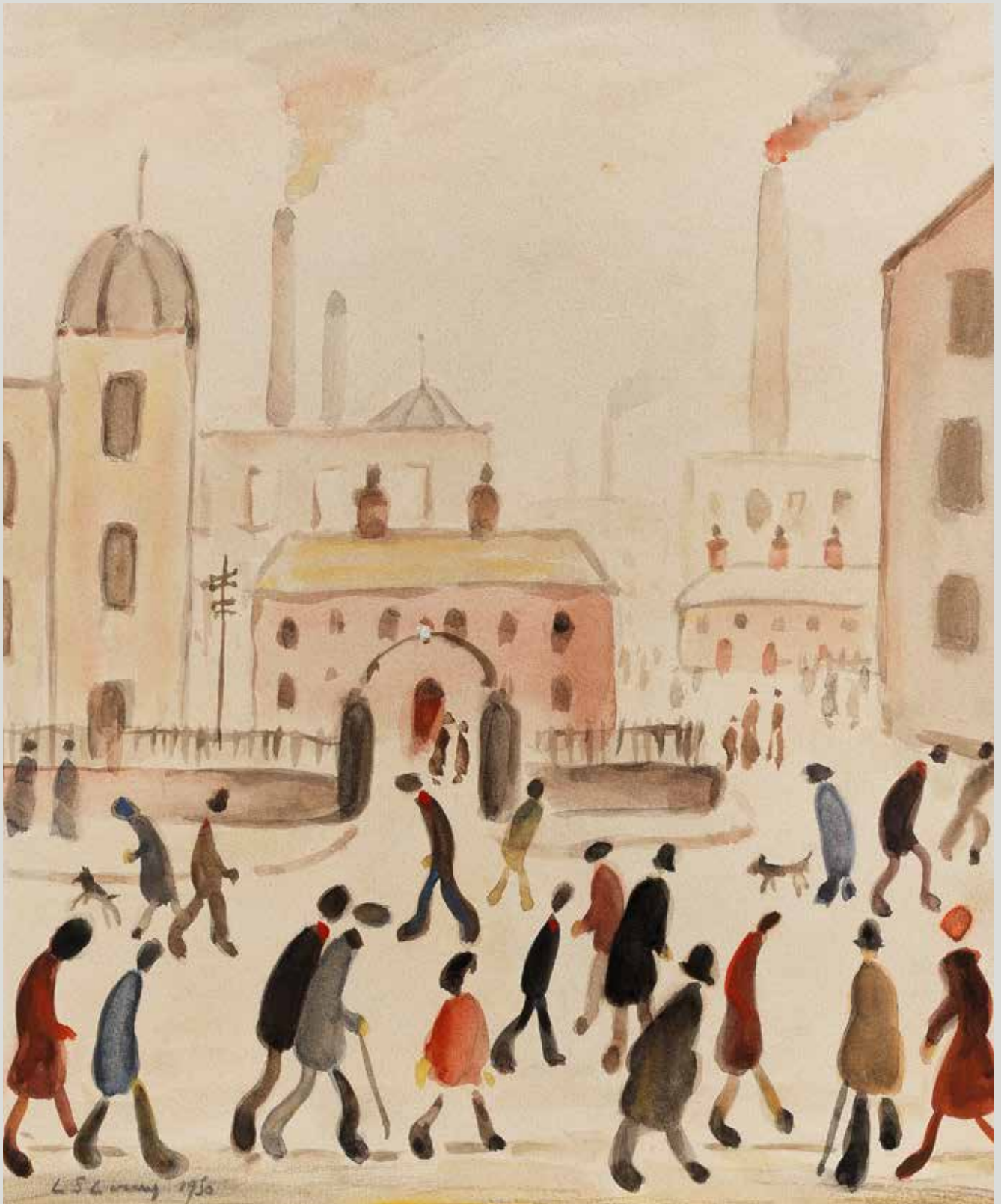
Fully realised watercolours by Lowry seldom appear on the open market, even less so those depicting what we have come to regard as the archetypal Lowry scene; figures scurrying about their daily business in the lower half of a composition, some with dogs and walking canes, in front of a backdrop of terraced houses and factories and mills with their smoking chimneys, such as we are presented with in *Outside the mill* (1950). Many of the people lean forward earnestly in a pose we have become accustomed to with Lowry's figures, and they stand out in bold colours of red and blue, typical of the artist, highlighted here and there with tiny dashes of red oil paint around some of their necks. These, contrast with the softer washy tones in pink and ochre of the industrial setting to create a fabulous overall image we associate with the most successful of Lowry's work.

It is believed the artist painted approximately only a dozen complete watercolours and the great Lowry commentator Mervyn Levy remarked:

'Lowry has used watercolour only occasionally. He had no great relish for the medium, although he can extract from its fleeting potential a deftness of touch and a shimmering translucency of colour which lends itself especially to beach scenes and seascapes.' (Mervyn Levy, *The Paintings of L.S. Lowry, Oils and Watercolours*, London 1975, p.25).

Yet viewing *Outside the mill* we gain an understanding of how Lowry used the medium to bring alive his most cherished subject. He only began to undertake watercolours during the 1950s, and other rare examples of figures in an industrial environment are held in The Lowry Museum at Salford Quays, such as *Going to Work* and *Group of Figures* both from 1959. Bearing this in mind it can be assumed *Outside the mill*, dated 1950 lower left, is among his earliest forays into this short-lived but informative aspect of his *oeuvre*.





24<sup>AR</sup>

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

W Dublin

signed and dated 'LS Lowry 1969' (lower right); titled 'W Dublin' (lower left)

pencil, felt tip pen and biro

41.9 x 29.6 cm. (16 1/2 x 11 5/8 in.)

£20,000 - 30,000

€23,000 - 34,000

\$27,000 - 41,000

**Provenance**

Sale; Sotheby's, London, 20 July 1988, lot 357, where acquired by the present owner  
Private Collection, U.K.

According to Shelley Rohde, Lowry's biographer, the artist told on a number of occasions how his great grandfather, Jacob Lowry, a bootmaker, moved from Belfast to Port Patrick in Scotland in 1829. Evidently, he was proud of his Irish heritage and spent holidays during the 1960s in the Republic of Ireland (from where he visited Belfast in 1967) with his good friend and artist Pat Cooke and her husband. Lowry had met Pat Cooke when she was a teenager. Her father, Pat Gerrard, was a builder who worked on Lowry's new house he bought in 1948 at Mottram-in-Longdendale, where he would live for the rest of his life. She was an aspiring artist who became one the artist's protégés, later progressing to the Slade School in London.

Pat Cooke's sense of humour clearly appealed to Lowry and she made the perfect travel companion. They spent at least five holidays together in Ireland up until 1970 (when Lowry was 83). It should be noted these were the only times Lowry journeyed overseas. Shelley Rohde quotes an amusing Pat Cooke anecdote relating to one of their Irish holidays:

'He did tease me, though. When we went to pick him up for the Holyhead ferry I remember him opening his door with a doleful face and saying: "I can't go," which was just great when you had booked hotels and organised everything to a hair's breadth. I played along and said: "Forget it, kid. I'll just come in and say hello before we go." And as soon as I got in I saw his case there ready. He was just having a joke. After a few minutes' chat he said; "Well, we're ready, aren't we? Where's the car?"' (Shelley Rohde, *L.S. Lowry, A Biography*, Lowry Press, Salford Quays, 1999, pp. 253-254).

‘He adored Ireland from the very first moment; he was enthusing as we came into Dun Laoghaire, standing on the prow of the boat as he had all through the journey, with his hat plonked on his head and the brim rippling in the wind like a wave. And he didn’t stop enthusing the whole week. He loved the buildings, the individual eccentricity of people and places;...’

Pat Cooke





25<sup>AR</sup>

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

Two figures and a dog  
signed 'LS Lowry' (lower right)  
wash, gouache and pen and ink  
*13.5 x 9.5 cm. (5 1/4 x 3 3/4 in.)*

**£15,000 - 20,000**

**€17,000 - 23,000**

**\$20,000 - 27,000**

**Provenance**

Sale; Sotheby's, London, 24 March 1994, lot 169, where acquired by  
the present owner  
Private Collection, U.K.

For more information regarding Lowry's watercolours, please refer to  
the catalogue note for lot 23.



26<sup>AR</sup>

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

Figures with a Dog

signed and dated 'L. S. Lowry 1957.' (lower left)

oil on board

14 x 13.7 cm. (5 1/2 x 5 3/8 in.)

**£70,000 - 100,000**

**€79,000 - 110,000**

**\$95,000 - 140,000**

**Provenance**

With The Lefevre Gallery, London

Sale; Sotheby's, London, 17 March 1976, lot 91

Walter William 'Max' Bygraves OBE

His sale; Christie's, London, 11 November 1988, lot 474

Sale; Sotheby's, London, 10 October 1990, lot 127, where acquired by the present owner

Private Collection, U.K.

In 1964, when asked by a group of students from Stafford College of Art what has impressed him more than anything else, Lowry replied simply "People every time" (Shelly Rohde, *L.S. Lowry, A Life*, 2007, Haus, London, p.228).

People, their characters, habits, oddities and eccentricities lie at the heart of Lowry's work from his formative to his final years. This aspect of Lowry's output is perhaps at its sharpest in the stand alone figurative pictures that emerge in the 1950s and subsequently become one of his dominant practices. In these usually small scale works, people, either single or grouped, are presented with the scantest suggestions of environment. Through deft yet rich brushwork Lowry masterfully captures individual gesture and, by way of his characteristic melancholic wit, recalls witnessed moments of amusement. These scenes are often steeped in ambiguity, and as with the present work, purposefully vague in their titling. In *Figures with a Dog* Lowry does not comment on the dynamic of our group. Perhaps we are observing a family in mild dispute. Perhaps two adult acquaintances, their restless children bored of the conversation. Or perhaps just four strangers at a chance crossing of paths. Decoding these pictures may be key to their appeal to us but as Lowry insisted, conclusions are best avoided; "I'm not trying to say anything. I have no message at all – it's simply my way of looking at things" (Op.Cit.).

Max Bygraves OBE (1922-2012), the veteran entertainer perhaps best known for the *Singalongamax* series of LPs and as a regular fixture on British television in the 1970s, assembled a collection of L.S. Lowry oils including *The Old Middlesbrough Town Hall* (1962), *Lady with a Dog and a Half* (1963) (both later Frederick Forsyth collection) and *Four People and a Dog* (1957) in addition to the present lot.





27<sup>AR</sup>

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

Bank Failure

signed and dated 'LS Lowry 1922' (lower left)

pencil

27.2 x 38.5 cm. (10 3/4 x 15 1/8 in.)

£30,000 - 50,000

€34,000 - 57,000

\$41,000 - 68,000

**Provenance**

Reverend Geoffrey S. Bennett, by 1967, where purchased by Private Collection, U.K., 1977, where purchased by the present owner Private Collection, U.K.

**Exhibited**

Sunderland, City Art Gallery, *L.S. Lowry*, organised by The Arts Council, 27 August-17 September 1966, cat.no.124; this exhibition travelled to Manchester, Whitworth Art Gallery, 24 September-15 October, Bristol, City Art Gallery, 22 October-12 November and London, Tate Gallery, 22 November-15 January 1967  
Stoke-on-Trent, Potteries Museum and Art Gallery, *Lowry and Berry Observers of Urban Life*, 25 July 2015-10 January 2016

**Literature**

Mervyn Levy, *The Drawings of L.S. Lowry: Public and Private*, Jupiter Books, London, 1976

*Bank Failure* belongs to a group of four 1920s drawings including *Man Taken Ill*, *Street Scene* and *Outside the Mill*, each of which were initially owned by Reverend Geoffrey S. Bennett and were published together as a set of prints.

The present work is accompanied by a letter from Reverend Bennett which explains that when Jupiter books published the 1976 Levy book of Lowry drawings, as this group of works were unavailable, his personal hand-signed set of prints were photographed for the illustrations. Of the composition, Levy comments:

'A simple subject, brilliantly exploited. The strolling figure of the artist swaggers in from the left-hand side of the picture, briskly twirling his walking-stick. There is humour too in the bank sign.' (Mervyn Levy, *The Drawings of L.S. Lowry: Public and Private*, Jupiter Books, London, 1976, unnumbered).

The 1966 exhibition catalogue explains that the idea for the work was based on the newspaper reports at the time of the failure of Farrow's Bank in London.





## A PRIVATE NORTHERN COLLECTION

28<sup>AR</sup>

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

Houses and Steps, Stockport

signed and dated 'L.S. Lowry 1950.' (lower left)

pencil

37.7 x 18 cm. (14 5/8 x 7 1/8 in.)

£40,000 - 60,000

€45,000 - 68,000

\$54,000 - 82,000

### Provenance

Mr Alexander Leggett

Private Collection, U.K.

### Exhibited

Sheffield, Graves Art Gallery, *The Works of L.S. Lowry*, 15

September-14 October 1962, cat.no.155 (where lent by Alex Leggett under the name of Mrs. Tom Baxter-Wright)

The 1962 Sheffield Graves Art Gallery exhibition, *The Works of L.S. Lowry*, in which *Houses and Steps, Stockport* was shown (see exhibition history above), was particularly significant for drawing both the public's and critics' attention to the artist's smaller single figure paintings of the late 1950s. Allen Andrews in his 1977 biography of Lowry quotes the exchange between the artist's great patron, Monty Bloom and Graves Art Gallery:

'[Monty Bloom] The first time they reached the public was when Constantine, then the Assistant Director of the Graves Art Gallery in Sheffield, rang me up in 1962 and said they were mounting a retrospective exhibition on Lowry, and he had heard that I had some of the later works. "I've never seen them," he said. "If you're willing, we'd like to borrow two or three. May I come over and see them?" He came and saw sixty – and he borrowed forty-eight. It was that exhibition at Sheffield in 1962 that really opened the eyes of the critics as to what Lowry was up to.' (Allen Andrews, *The Life of L.S. Lowry 1887-1976*, Jupiter Book, London, 1977, p.104).



29<sup>AR</sup>

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

The red bridge

signed and dated 'L.S. Lowry 1959' (lower right)

oil on panel

33 x 30 cm. (13 x 11 3/4 in.)

£200,000 - 300,000

€230,000 - 340,000

\$270,000 - 410,000

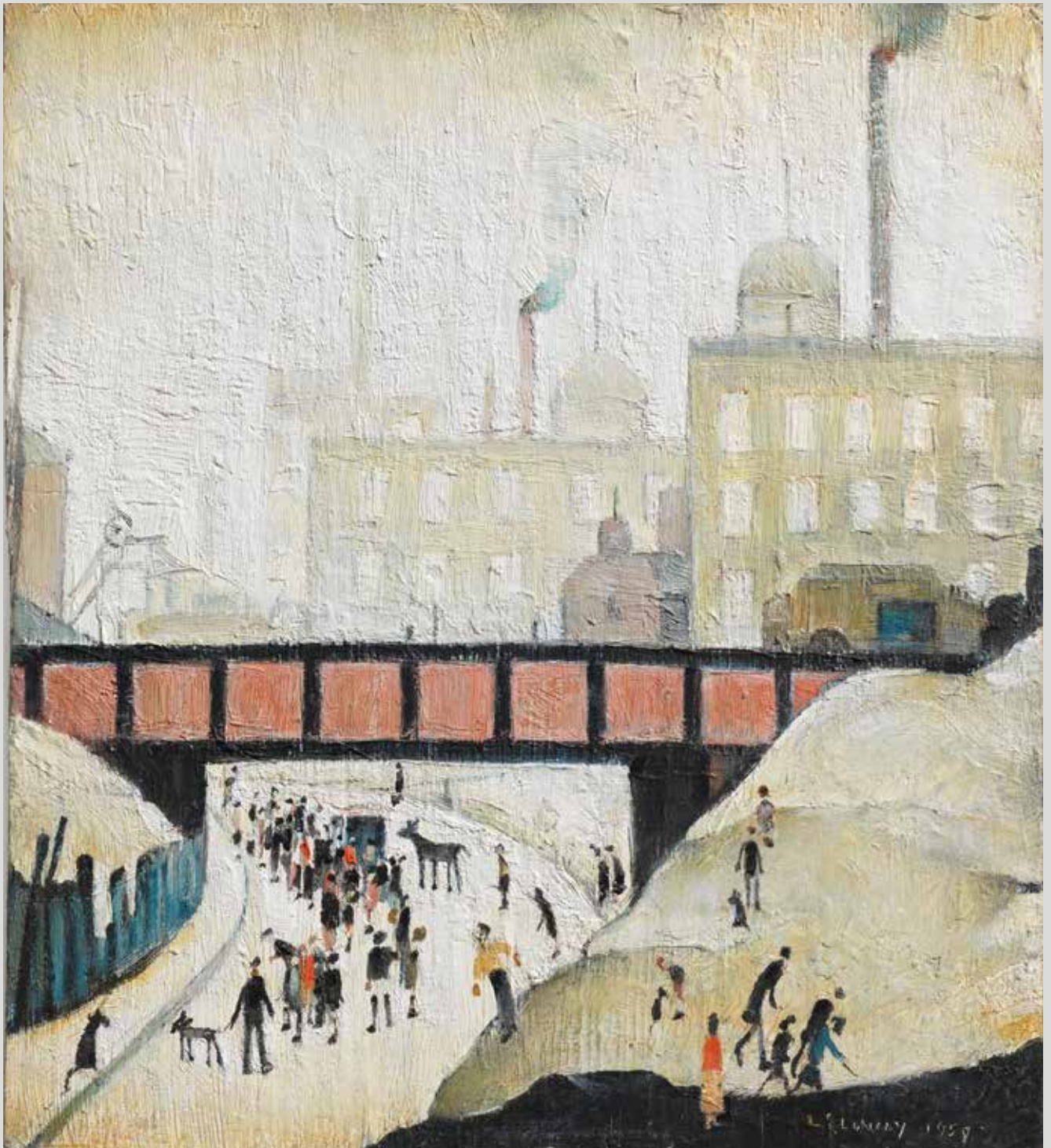
**Provenance**

Private Collection, U.K., since the 1960s

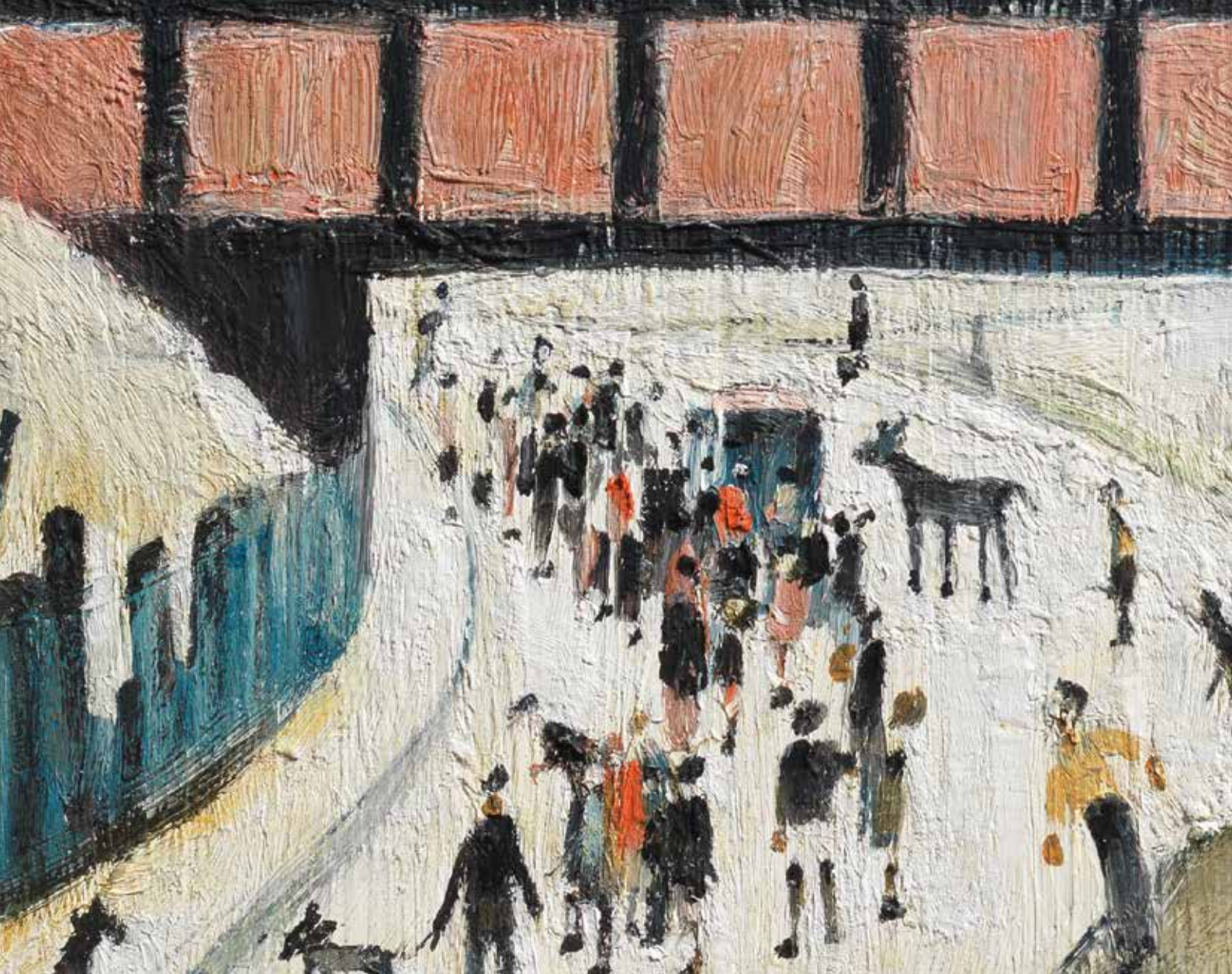
‘Ironically, Lowry’s rise to success coincides with the rapid disappearance of the very world he set out to record. The world that sustained and fed this industry and was shaped by its needs has now almost completely disappeared, only to be preserved in Lowry’s paintings, in museums and the folk memories of the region.’

Michael Howard









A quintessential L.S. Lowry urban landscape, *The red bridge* dating from 1959 follows a composition he painted a year earlier bearing the same title and originally owned by his significant patron Monty Bloom (see sale; Christie's, London, 14 July 1967, Lot 195). The 1958 oil is slightly larger and painted in 'landscape' format, but both pictures use an elevated viewpoint, typical of Lowry's work painted in the late 1950s, with the red bridge positioned in the middle distance.

An intriguing scene takes place beneath the bridge. A sizeable group of figures, many of which appear to be children, congregate in the middle of a curving road beside a colourful booth-like stand with its blue and white front and pink top. Adjacent to which rests a large four-legged creature, most likely a horse or donkey used to pull it along. Given all this, it is most probably a mobile Punch and Judy show that is attracting the young crowd. Whilst commonly associated with popular seaside towns during the Edwardian era, Punch and Judy performances also took place during the winter in the city environment. Liverpool's Lime Street station regularly staged a performance by the Codman family of Punchmen of 'Professors' from 1860, which only finished in 1957, two years before the present work was executed. And Lowry was already known to like the subject for his painting, having completed an impressive oil in 1943 titled *Punch and Judy*, formerly in the collection of Reverend Geoffrey Bennett.





Like many of Lowry's paintings dating from the 1950s the scene is mainly a composite construction integrating familiar motifs such as chimneys billowing smoke, a dilapidated fence, factory buildings and a mill wheel. By the 1950s the cotton industry with its plethora of mills in Manchester had been in decline for some decades, and shortly after *The red bridge* was painted many of the buildings which had facilitated the industry at its height before the Victorian age, were demolished. A reminder of the progress of time and industrial development can be seen on the right side of the composition as a vehicle crosses the bridge. The bridge itself acts as the upper edge of the frame which isolates the hive of activity beneath. The blue fence on the left, spoil heap on the right and the lower edge of the actual painting complete the frame within a frame, a much-loved pictorial device used by Lowry to focus the viewers' attention on the subject at hand. A few figures nevertheless have escaped these boundaries as some loaf around with their dogs on top of the spoil heap and one can be seen rather comically and precariously leaning over the edge, evidently attempting to gain a more successful view of the street show below.

Despite the industrial nature of *The red bridge* the painting is infused with a classic Lowry palette, where the chimneys in the hazy background are described using a soft pink and the rising smoke is rendered in delicate sky blue, a far cry from how they would actually have appeared. Underneath these, Lowry's trademark thick white ground has been built up with multiple applications and the edges of the board smudged with ochre. All of this has created a remarkably successful and complex painting which has apparently not been exhibited in public for half a century.



## PROPERTY OF A GENTLEMAN

30<sup>AR</sup>

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

Road with Carriage

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

pencil

16.5 x 20.2 cm. (6 1/2 x 8 in.)

**£8,000 - 12,000**

**€9,100 - 14,000**

**\$11,000 - 16,000**

### **Provenance**

Sale; Christie's, London, 20 October 2005, lot 91

Sale; Bonhams, London, 28 November 2006, lot 114

With Neptune Fine Art, Derbyshire, where purchased by the present owner

Private Collection U.K.

### **Literature**

Mervyn Levy, *The Drawings of L.S. Lowry, Public and Private*, 1976,

Jupiter Books, London, cat.no.208 (ill.b&w)



31<sup>AR</sup>

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

The Spectators

signed, titled and indistinctly dated 'Spectators LS Lowry' (lower right)  
pencil

24.2 x 34.4 cm. (9 1/2 x 13 1/2 in.)

£40,000 - 60,000

€45,000 - 68,000

\$54,000 - 82,000

**Provenance**

The Artist

Monty Bloom Esq., from whom acquired by

Barry Owen OBE

With Rowles Fine Art, Ludlow

With Neptune Fine Art, Derbyshire, where purchased by the present owner  
Private Collection U.K.

Lowry was passionate about watching people; he was an astute observer of their daily activities. Occasionally he would present them full length in a frieze-like format, as in *The Spectators*, where their individual characters and expressions were carefully recorded. Whilst there is no obvious clue as to where these 'spectators' have been, or, are heading to, their jovial faces and dress might indicate a local football match is involved. Another work titled *The Spectators*, his 1923 oil painting on panel (formerly in Monty Bloom's collection of Lowrys) show figures on their way to see Bolton Wanderers play. All context has been removed from the present drawing so that the sole focus is placed on the men, some viewed head on, the others in profile. Although the drawing is not clearly dated, the style and technique would suggest a relatively early date of the 1930s or 40s. Men attending football matches in those days dressed very differently for game day compared to nowadays. Bowler hats, flat caps and a jacket were the norm, like those depicted in his drawing *Coming from the Football Match* of 1929 (illustrated in Mervyn Levy's *Drawings of L.S. Lowry*, Jupiter Books, London, 1973, pl.36).

The original owner of *The Spectators*, Monty Bloom, was a Manchester businessman who became one of Lowry's most significant patrons of the artist's later career after seeing the B.B.C.'s film on the artist which had been made by John Read. 'It was so accidental. I got the last ten minutes of that film. For some reason or other, these were the first paintings that had ever moved me. I was born in an industrial area [the Welsh valleys], which probably had something to do with it. I wanted one. I thought, "We've never had a painting on the wall, we must get one of these"'. (Monty Bloom quoted in Allen Andrews, *The Life of L.S. Lowry, 1887-1976*, Jupiter Books, London, 1977, p.103).

'Lowry had always been particularly receptive to the mood of football crowds and once astonished the critic Mervyn Levy by remarking of a particular crowd: "They've lost, you know – you can tell"'

Shelley Rohde





32<sup>AR</sup>

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

Ardens Farm, Swinton

signed and dated 'L.S. Lowry 1930' (lower left)

pencil

27.9 x 38.1 cm. (11 x 15 in.)

**£40,000 - 60,000**

**€45,000 - 68,000**

**\$54,000 - 82,000**

**Provenance**

Possibly Sale; Sotheby's, London, 17 March 1976, lot 86 (as *Ardens Farm Moss Lane Swinton*)

With Henry Donn Gallery, Manchester

With Halcyon Gallery, London

With Neptune Fine Art, Derbyshire, where purchased by the present owner Private Collection, U.K.

This exemplary 1930 pencil drawing by Lowry was executed the same year he produced a series of small, heavily worked rural landscapes depicting various locations in The Cotswolds which were commissioned by his friend Harold Timperley to illustrate *A Cotswold Book*, published by Jonathan Cape in 1931. In total twelve drawings were reproduced which beautifully illustrate Lowry's capacity for conveying the essence of the English countryside. They include such gems as *A Cotswold Barn* and *Brockhampton*. When considering the quality of this set of drawings along with *Ardens Farm, Swinton* it might come as a surprise to learn of Lowry's thoughts about being away from his normal urban environment. Shelley Rohde quotes a 1929 letter from Lowry to Harold Timperley in her biography of the artist:

'Lowry indeed had made no secret of his inability to appreciate conventional beauty. "To my loss, country lanes have been foreign to me somewhat for quite a while past – for alas my recreation seems to have developed into drifting amongst all the back streets etc, I can come across. I don't know what your Naturalistic Nature will think of an outlook like that!"' (Shelley Rohde, *L.S. Lowry, A Biography*, Lowry Press, Salford Quays, 1999, 171).

The very dark shading and outlines of the buildings, farm cart and hedge in *Ardens Farm, Swinton* is highly characteristic of Lowry's pencil drawings of the late 1920s and early 1930s. His skies from this period are loaded with atmosphere by the expert use of subtle cross-hatching, smudging and rubbing away so that they exude a marvellous sense of light, as seen in the present lot.

It is interesting to note that there are at least three other known examples of Lowry's *Ardens Farm, Swinton*, all painted in oil; a very early and dark oil on board dated *circa* 1909, painted when the artist was just twenty-two (collection of The Lowry, Salford), a small oil on panel (date unknown) (see sale; Bonhams, London, 14 November 2012, lot 4) and a fully realised oil on canvas titled *A Lancashire Farm*, painted in 1944 (illustrated in T.G. Rosenthal, *L.S. Lowry the Art and the Artist*, Unicorn Press, Norwich, p.251). Swinton and Pendlebury, lying on the northern outskirts of Salford, would have been easily accessible to Lowry.







## VARIOUS PROPERTIES

33<sup>AR</sup>

### ALAN LOWNDES (1921-1978)

Fishing Boats, Cornwall

signed and dated 'Alan Lowndes 1956' (lower left)

oil on board

61 x 121.5 cm. (24 x 47 3/8 in.)

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

### Provenance

With Crane Kalman Gallery, London, 17 January 1986, where acquired  
by the family of the present owner  
Private Collection, U.K.



34<sup>AR</sup>

**ALAN LOWNDES (1921-1978)**

Dinner Time Rush

signed and dated 'Alan Lowndes 1974' (lower left); further  
signed, inscribed and dated again 'Dinner Time Rush/Downside/  
Ashmead/1974' (verso)

oil on canvas

92 x 76.2 cm. (36 1/4 x 30 in.)

£12,000 - 18,000

€14,000 - 20,000

\$16,000 - 24,000

**Provenance**

With Crane Kalman Gallery, London, June 1974, where acquired by  
Mrs. D.J. Mathis  
Private Collection, U.K.

35<sup>AR</sup>

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

Walking Baboon (Head Down)  
signed and numbered 'Frink/3/9' (on the chest)  
bronze with a light brown patina  
40.6 cm. (16 in.) long  
Conceived in 1989

£20,000 - 30,000

€23,000 - 34,000

\$27,000 - 41,000

**Provenance**

With The Bohun Gallery, Henley-on-Thames, 1991, where purchased  
by the present owner  
Private Collection, U.K.

**Exhibited**

London, Fischer Fine Art, *Elisabeth Frink: Recent Sculpture & Drawings*, 5 October-9 November 1989 (another cast)  
Washington D.C., The National Museum for Woman in the Arts, *Elisabeth Frink: Sculpture and Drawings 1950-1990*, 1990, unnumbered (ill.b&w, another cast)  
Salisbury, Cathedral and Close, *Elisabeth Frink: A Certain Unexpectedness*, 1997 (another cast)  
London, Beaux Arts, *Frink*, 5 October-5 November 2011 (another cast)  
Bristol, Royal West of England Academy, *Wild: Sculpture, Drawings, Original Prints by Elisabeth Frink*, 2011 (another cast)

**Literature**

Edward Lucie-Smith, *Elisabeth Frink; Sculpture Since 1984 and Drawings*, Art Books International, London, 1994, p.189, cat.no.SC54 (ill.b&w, another cast)  
Annette Ratuszniak, *Elisabeth Frink; Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.184, cat.no.383 (ill.b&w, another cast)

Frink first sculpted a baboon after being commissioned by the Zoological Society of London to produce one in 1976. During the 1980s she revisited the theme. Edward Lucie-Smith writes 'had she lived, the theme was likely to have taken a central position in her work...What appealed to her from a purely visual standpoint was the baboon's physical compactness, and most of all its massive skull and head. She once remarked that a baboon was a much better subject for sculpture than a monkey, whose spidery limbs and long tail made it difficult to portray in three dimensions.

As her drawings demonstrated, the underlying theme or allegory is the confrontation of the wholly natural with the human - that is, with an intelligence which has started to disassociate itself from natural things. Her baboons are alert but contemplative. They are also, like her dogs, to a certain degree inscrutable, and she is careful not to endow them with human emotions.' (Edward Lucie-Smith, *Elisabeth Frink, Sculpture Since 1984 And Drawings*, Art Books International, London, 1994, p.28).

The baboons of the 1980s differ from her earlier foray into the subject. The first baboon of 1976 is much more cautious in its treatment of form, standing still and observing, it is weighted to the ground. In the present lot, Frink has created movement. With the front foot drawn up, the baboon has a sense of purpose and shows Frink's acute observation of these primates at their best.





36<sup>AR</sup>

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

Cock

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

bronze with a black patina

63.5 cm. (25 in.) high

Conceived in 1961

£30,000 - 50,000

€34,000 - 57,000

\$41,000 - 68,000

**Provenance**

The Artist, from whom purchased by the present owner in the 1960s  
Private Collection, U.K.

**Exhibited**

New York, Bertha Shaeffer Gallery, *Elisabeth Frink*, 30 October-18

November 1961, cat.no.6 (another cast)

London, Waddington Galleries, *Elisabeth Frink*, 11 October-4

November 1972 (another cast)

London, Royal Academy of Arts, *Elisabeth Frink, Sculpture and Drawings*

1952-1984, 8 February-24 March 1985, cat.no.19 (another cast)

Washington, The National Museum for Women in the Arts, *Elisabeth*

*Frink: Sculpture and Drawings, 1950-1990*, 1990 (another cast)

**Literature**

Jill Wilder, *Elisabeth Frink Sculpture, Catalogue Raisonné*, Harpvale,

Salsbury, 1984, p.152-53, cat.no.274 (ill.b&w, another cast)

Annette Ratusniak, *Elisabeth Frink, Catalogue Raisonné of Sculpture*  
1947-93, Lund Humphries, London, 2013, p.77, cat.no.FCR91 (col.ill.,  
another cast)

During her student days at the Chelsea School of Art in the early 1950s, Dame Elisabeth Frink was tutored by Bernard Meadows (1915-2005). At this time a prevalent theme in his *oeuvre* was the cockerel, and throughout the decade Meadows would regularly produce various bronzes of this domesticated bird. It is no surprise therefore that from 1956 onwards Frink produced a handful of sculptures using her own interpretation of both the hen and cockerel. Some showed the birds prostrate and moribund whilst the present work, apparently the largest of the group and executed in 1961, depicts the bird standing upright.



37<sup>AR</sup>

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

De Beers Trophy

signed and numbered 'Frink 6/9' (on the base)

bronze with a brown patina

35.6 cm (14 in.) wide

Conceived in 1974

£60,000 - 80,000

€68,000 - 91,000

\$82,000 - 110,000

**Provenance**

Private Collection, U.K.

**Literature**

Jill Wilder, *Elisabeth Frink Sculpture Catalogue Raisonné*, Harpvale

Books, Salisbury, 1984, p.182, cat.no.211 (ill.b&w, another cast)

Annette Ratuszniak, *Elisabeth Frink, Catalogue Raisonné of Sculpture*

1947-93, Lund Humphries, London, 2013, p.126, cat.no.FCR239

(ill.b&w, another cast)

This work was commissioned by de Beers as a trophy for the King George VI and Queen Elizabeth Stakes.

'For those people who like horses, the main thing is to give them a horse. As for the pose - horses are terrific when moving, but a galloping horse has more movement than form. They're so beautiful when they're just standing about. I found that appealed to me more and the jockey will look very composed.' (Joanna Kilmartin 'The Diamond Stakes', *The Observer*, 28 July 1974, p.30).

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





38<sup>AR</sup>

**IVOR ROBERTS-JONES (1916-1966)**

Sir Winston Churchill, maquette for the monument in Parliament Square  
numbered '49' (on the bronze base)

bronze with a brown patina on a stone base

*50.8 cm. (20 in.) high (excluding the base)*

**£30,000 - 50,000**

**€34,000 - 57,000**

**\$41,000 - 68,000**

**Provenance**

Private Collection, U.K.

The present work is a maquette for the large scale sculpture of Churchill by Roberts-Jones which stands in Parliament Square and was commissioned in 1971. The first important commission the artist had received came in 1961 from Lord Beaverbrook for a bust of Somerset Maugham. Following this, he was asked to sculpt the memorial statue for fellow artist Augustus John in Hampshire. This major work took three years to complete but was a great success and crucially led to his election as Associate of The Royal Academy. Further honours followed in 1975 when Ivor was awarded the CBE.

Please note that another cast of this lot was sold in these rooms for £68,750 on 14 June 2017.





39<sup>AR</sup>

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

*The Hedgerow*

signed with monogram (lower left); further signed and inscribed 'Algernon Newton RA/Royal Academy Summer Exhibition' (on the canvas overlap)

oil on canvas

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

Painted in 1966-7

**£6,000 - 8,000**

**€6,800 - 9,100**

**\$8,200 - 11,000**

**Provenance**

Cliff Michelmores, acquired from the Royal Academy Summer Exhibition, 1967

Thence by family descent

Private Collection, U.K.

**Exhibited**

London, Royal Academy Summer Exhibition, 1967, cat.no.724

Cliff Michelmores (1919-2016) was a trailblazing television presenter best known for hosting the *Tonight* program from 1957 until 1965. This daily primetime current affairs show attracted eight million viewers at its peak, and with this Michelmores became one of the nation's most familiar faces. Michelmores was the figure through which the nation witnessed pivotal historical events such as the Moon landing and assassination of John F. Kennedy and he also introduced the world to a young David Bowie in his first ever television performance.

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





40<sup>AR</sup>

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

Landscape with moon

signed with monogram (lower left)

oil on canvas

45.8 x 60.9 cm. (18 x 24 in.)

**£8,000 - 12,000**

**€9,100 - 14,000**

**\$11,000 - 16,000**

**Provenance**

Cyril Beaumont OBE (1891-1976), by whom bequeathed to  
Jill Anne Bowden, by whom bequeathed to the present owner  
Private Collection, U.K.

Cyril Beaumont OBE was a celebrated dance historian who authored more than forty books on ballet. He was president of the Cecchetti Society for many years (1923-1970), editor of *Dance Journal* (1924 - 1939) and ballet critic for the *The Sunday Times* (1950 - 1959).

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

41<sup>AR</sup>

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

St Paul's Rising out of the Fog  
signed with monogram (lower left)  
oil on canvas  
76.5 x 99.3 cm. (30 1/8 x 39 1/8 in.)  
Painted in 1949

**£30,000 - 50,000**

**€34,000 - 57,000**

**\$41,000 - 68,000**

**Provenance**

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

**Exhibited**

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

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

For his London scenes Newton usually favoured the then quiet and undeveloped areas of Bayswater, Paddington and the industrial landscapes along the Regent's Canal. Certainly, these cityscapes dating to the 1940s and 50s display a more sombre tone than those of the 1920s and 30s and Andrew Graham-Dixon remarks that in the later works 'war was surely there too... painted even as they were several years after the end of the conflict. It is there as absence, silence, shadow' (exh.cat., Andrew Graham-Dixon, *The Peculiarity of Algernon Newton*, Daniel Katz Gallery, 2012, p.10). Yet this reading of the work is subtle and subjective. It is the case that Newton, who was a committed pacifist, found that war occupied his thoughts deeply for some time following 1945. He drafted two short stories (never published) which presented events of the Second World War in alternative realities but these were to be kept private. *St Paul's Rising out of the Fog* can be seen as a much more public declaration of how the war had played on his mind.

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

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

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





42<sup>AR</sup>

**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

£40,000 - 60,000

€45,000 - 68,000

\$54,000 - 82,000

**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, pp.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).

Please note that 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.



# SIR WILLIAM NICHOLSON (1872-1949)

## Sixteen designs for playing cards

43<sup>AR</sup>

### **SIR WILLIAM NICHOLSON (1872-1949)**

Sixteen designs for playing cards

nine of the cards variously signed

gouache and white heightening on card (sixteen works framed as four groups of four)

*the largest 13.6 x 9.8 cm. (5 3/8 x 3 7/8 in.); the smallest 13.1 x 9.3 cm. (5 1/8 x 3 5/8 in.)*

Executed *circa* 1901

(4)

£20,000 - 30,000

€23,000 - 34,000

\$27,000 - 41,000

**King of Spades:** signed with initials 'W.N.' (lower left)

**Queen of Spades:** signed with initials 'W.N.' (lower left)

**Jack of Spades:** signed with initials 'W.N.' (lower left)

**King of Hearts:** signed with initials 'W.N.' (lower left)

**Queen of Hearts:** partially signed with initials (lower left)

**King of Diamonds:** signed with initials 'W.N.' (lower left)

**Jack of Diamonds:** signed with initials 'W.N.' (lower left)

**Ace of Clubs:** signed 'Nicholson' (lower left); further signed with initial 'W' (lower right)

**Queen of Clubs:** signed with initials 'W.N.' (lower left)

### **Provenance**

Possibly the Artist's daughter, Nancy

Private Collection, France, since *circa* 1970-75

### **Literature**

Colin Campbell, *William Nicholson: The Graphic Work*, Barrie & Jenkins, London, 1992, p.113-4 (ill., p.59,113,130,169)









## SPADES

King Henry VIII with the Tower of London beyond  
 Queen Mary Tudor with a fire beyond  
 Knave Guy Fawkes with St. Stephen's Chapel beyond  
 Ace Oak tree with a stag hunt

## DIAMONDS

King James I with a hawk  
 Queen Elizabeth I  
 Knave Colonel Blood holding the Crown of St Edward  
 Ace A ball with a festooned chandelier

## HEARTS

King Charles II holding two spaniels  
 Queen Victoria with Windsor Castle beyond  
 Knave David Rizzio with Mary Queen of Scots riding  
 Ace An avenue of trees with a column

## CLUBS

King George IV with Brighton Pavilion beyond  
 Queen Mary Queen of Scots with Holyrood Palace  
 Knave Titus Oates with a stockade beyond  
 Ace A triumphal arch with a parade





The following text is taken from Colin Campbell's 2011 essay on the present works, the full version of which is available on request from the department:

In the summer of 1898, the English painter William Nicholson left London for Oxfordshire, where he leased a house in the village of Woodstock. 'Chaucer's House', formerly the home of the artist's maternal grandparents, was an attractive grey stone building situated directly opposite the great gates of Sir John Vanbrugh's imposing Blenheim Palace. It had a view of Blenheim Park on one side, and looked out over the wide valley that cradles the Banbury Road on the other. It was a peaceful spot, and the novelist Marguerite Steen, Nicholson's companion during his later years, recalled that William felt more truly at home there than he did in any of the other houses in which he lived during the course of his life. He was now better off; he did not have to work to commission to the same extent as he had done in the past; and, as always, when he found himself in happy surroundings, 'the creative spirit was flaming [and] he was working on a dozen things at once (Marguerite Steen, *William Nicholson*, London, 1943, pp.76, 81).

The works that survive from the years between *circa* 1900 and Nicholson's return to London in 1904 confirm what Steen says about the productivity of the young artist's Woodstock period. Nicholson was happiest when painting landscapes and still-life's, but in order to buy the time he needed to indulge his inclinations as a painter he had to produce a formal portrait in oils from time to time, and early on during his years at Woodstock he began to make his mark in that line with likenesses of two men of letters, W.E. Henley (1900; London, Tate Gallery) and Max Beerbohm (1901; London, National Portrait Gallery). It was at Woodstock, too, that three major projects were conceived and executed: sixteen pen and watercolor drawings of characters from fiction, later reproduced in the form of lithographs as *Characters of Romance*, (October 1900); twenty-four watercolor drawings of historic Oxford buildings (published as lithographic facsimiles in Oxford, 1905); and a group of designs for playing-cards that Steen describes in her biography of Nicholson as 'Kings, queens and knaves ... drawn from historical characters of England' (Steen, *Op.Cit.*, p.82). The existence of the last-named project has long been known from references in Steen and from a handful of designs, mostly duplicates, that now belong to the William Nicholson Trust (Miscellaneous designs for playing cards, now in the possession of the William Nicholson Trust. See Colin Campbell, *William Nicholson: The Graphic Work*, London, 1992, figs.115, 116, 176 and pl. 18d.). However, a set of designs for court cards, the only known complete set, has recently come to light, making it possible to assess the importance of this unique project for the first time.







44

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

Femme de Lettres

signed and inscribed 'Wellington House Hampd Rd/Sickert' (lower right)

charcoal

38.6 x 40.6 cm. (15 1/4 x 16 in.)

Executed circa 1912-13

**£5,000 - 7,000**

**€5,700 - 7,900**

**\$6,800 - 9,500**

**Provenance**

Sir Hugh Walpole

J.S. Wright

Sale; Christie's, London, 21 May 1954, lot 20

With Roland, Browse and Delbanco, London, 1958

M.F. Williams

Dennis Matthews

Miss Bertha J. MacLennan

Private Collection, U.K.

**Exhibited**

London, Arts Council of Great Britain, *Sickert*, 1960, cat.no.129 (where lent by Miss Bertha J. MacLennan)

**Literature**

Anthony Bertram, *Sickert: World's Masters - New Series*, Studio Publications, London, 1955, pl.18

Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New Haven and London, 2006, cat.no.401 (ill.b&w)

'Ethel Sands told me that Gilman modelled for the male figure; she felt it would be improper to tell me who modelled for the girl sitting on his lap. Bromberg, in discussing the meaning of the title, suggested that the "letters" in question may have been a pun for "French letters". I believe the allusion was more direct, if a trifle ironic, and that the model was Enid Bagnold, in 1912 not only a pupil of Sickert at Rowlandson House but a journalist writing for *Hearth and Home*, which was edited by the notorious philanderer Frank Harris (to whom she lost her heart and her virginity). The girl in *Femme de Lettres* resembles Miss Bagnold.' (Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New Haven and London, 2006).





45<sup>AR</sup>

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

Seated Female Nude

signed 'John' (lower right)

pencil

25.3 x 27.2 cm. (10 x 10 3/4 in.)

£5,000 - 7,000

€5,700 - 7,900

\$6,800 - 9,500

**Provenance**

Mervyn Levy, *circa* 1960, from whom acquired by

Joseph Fitton

His sale; Sotheby's, Olympia, 7 September 2006, lot 22, where

purchased by the present owner

Private Collection, U.K.

**Literature**

Mervyn Levy, *The Artist & the Nude*, Barrie & Rockliff, London, 1965,

pl.7 (ill.b&w)

46<sup>AR</sup>

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

Hilda, Stanley and Child

pencil

52.1 x 70.8 cm. (20 1/2 x 27 7/8 in.)

**£15,000 - 20,000**

**€17,000 - 23,000**

**\$20,000 - 27,000**

**Provenance**

With Grafton Gallery, London, where acquired by

Olwyn Bowey R.A.

With Piccadilly Gallery, London, circa 1993-4

Sale; Sotheby's, London, 10 December 2008, lot 39

Private Collection, U.K.

The present work is accompanied by copies of letters from Olwyn Bowey and Unity Spencer (the Artist's daughter) discussing the picture.

The present work can be classed as belonging to a group of what are known as Spencer's 'Scrapbook Drawings' which he worked on from the 1930s onwards however this somewhat derisive title belies the finished draughtsmanship and quality they possess as can be seen in *Hilda, Stanley and Child*.

These works were nearly always not working ideas but complete compositions squared up ready for transfer into a finished painting, although no oil of the present work is known to exist. What appears to be a simple, playful or domestic scene was often filled with deep religious or metaphysical symbolism for the artist and in his biography Kenneth Pople describes it as "Each finished drawing recalls for Stanley a physical sensation or experience which surprised him by the intensity of its feeling....The effect for Stanley was a transfiguration of the physical event into a spiritual concept fierce in its emotional complexity and intensity" (Kenneth Pople, *Stanley Spencer; A Biography*, Collins, London, 1991, p.425).

The 'Scrapbook Drawings' predominantly feature the important women in his life, Hilda, Patricia, Elsie and Daphne in different roles. The works with first wife Hilda tend towards representing their 'togetherness', she is "Juno, Genius of Motherhood, or Athena, goddess of truth and wisdom" (Op.Cit., p.428). The title of this lot would suggest that here we have a tender family scene with Spencer and Hilda reclining together with one of their children. But why is Hilda pointing to a nude drawing and who is the male child as they only had daughters? Unity Spencer has suggested in correspondence discussing this lot that the scene may actually represent the artist's own childhood and the baby is in fact himself. A remembered vision of time spent with his parents.



47<sup>AR</sup>

**HENRY LAMB (1883-1960)**

Portrait of Lytton Strachey

red chalk

38.5 x 28.2 cm. (15 1/8 x 11 1/8 in.)

Executed circa 1912

£20,000 - 30,000

€23,000 - 34,000

\$27,000 - 41,000

**Provenance**

George Kennedy, Donegal, Ireland

Thence by family descent to the present owner

Private Collection, Ireland

Giles Lytton Strachey (1880-1932) was a critic, biographer and an important member of the Bloomsbury Group. He first sat for Lamb in 1908, with the artist suitably impressed to comment 'I should very much like to make a more adequate presentation of you than that sketch... your posing is exemplary' (Henry Lamb, quoted in *Henry Lamb* exh.cat., Manchester City Art Gallery, 1984, p.38). So it was that in the ensuing years, the artist worked and reworked a number of drawings and studies for the finished masterpiece of 1914 which now hangs in the collection of the Tate, London, completed long before Strachey gained fame for publications such as *Eminent Victorians* (1918).

The pair had been on a disastrous holiday together to Scotland and Ireland in 1912 where Lamb sulked constantly owing to the terrible weather and lodging conditions whilst Strachey did a poor job of pretending not to be in love with Lamb, resulting in frayed tensions and an unexpected departure by the author. Lamb had become quickly irritated by a fellow guest (who happened to be Jack B. Yeats) and his 'interruptions'; the snoring of another guest (the former parish priest) and the fact he was forced to share a room with Lytton, who continually questioned the nature of their relationship. They quickly recovered their bond however with Lytton writing to Henry shortly after leaving asking 'I wonder how your coast has been... It's all fixated in my mind's eye with the most vivid accuracy. I should like so much to come back again. Do you think we could manage that?' (Paul Levy Ed., *The Letters of Lytton Strachey*, Penguin Books Ltd., London, 2005, pp.208-209). The two did go on to make another trip to Ireland much later in 1930 with Lytton entertained by the fact that he was 'with Henry after all these years, and in Ireland too, where such a fearful crisis was once enacted between us' (Op.Cit., p.627).

Irish architect George Kennedy (see provenance) had initially studied painting at The Slade before enrolling in the Académie Julian in Paris in 1906, where he almost certainly met Henry Lamb, if he had not already done so in London. The two men became firm lifelong friends and 'Kennedy', as he was simply known, even wrote the first critical monograph of Lamb's work in 1924. Lamb meanwhile described his pal affectionately as 'There is a certain divine strain in that profoundly unkempt creature, but it may take one lengthy probings to strike it' (Keith Clements, *Henry Lamb, The Artist and his Friends*, Redcliffe Press Ltd., Bristol, 1985, p.108). So it was that in 1912, and encouraged by Kennedy, Lamb had made that first visit to Ireland. Following the aforementioned, calamitous hotel stay he relocated to the home of his architect friend, Cashelnagor, at Gortahork near the coast of Co. Donegal where he would spend the rest of the winter (and return twice the following year). It was from here that he journeyed to his beloved Gola Island, some 10 miles away, to paint and of which he declared 'I find myself in paradise' (Op.Cit., p.116).

Please note that there is an architectural sketch verso in the hand of George Kennedy.

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







48<sup>AR</sup>

**GERALD LESLIE BROCKHURST R.A., R.P., R.E. (1890-1978)**

Anais in a mountainous landscape  
signed 'G.L. Brockhurst' (lower right) and dated '1915' (lower left)  
pencil and watercolour on card  
64 x 49.5 cm. (25 1/8 x 19 1/2 in.)

£6,000 - 8,000

€6,800 - 9,100

\$8,200 - 11,000

**Provenance**

Mr. A.C.J. Wall, thence by descent to the present owner  
Private Collection, U.K.

A.C.J. Wall was a Birmingham based industrialist who started collecting in the 1930s. He was well known as a benefactor of the arts, particularly in Birmingham where he was the Mayor and he was known to have sat for a bust portrait by Jacob Epstein as well as Gerald Leslie Brockhurst (see sale; Bonhams, London, 23 June 2015, lot 111).



49† AR

**GERALD LESLIE BROCKHURST R.A., R.P., R.E. (1890-1978)**

Young lady wearing a hat  
signed 'BROCKHURST' (lower right)  
pencil and oil on panel  
46.3 x 34.3 cm. (18 1/4 x 13 1/2 in.)

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 20,000

**Provenance**

The Wyndham T. Vint Collection

Sale; Christie's, London, 15 July 2015, lot 23, where purchased by the present owner

50<sup>AR</sup>

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

The Silk Scarf

signed and dated 'JAGGER - 25' (lower left); further signed and titled 'The Silk Scarf/David Jagger' (on a label attached to the frame)

oil on canvas

89.3 x 69.1 cm. (35 1/8 x 27 1/4 in.)

**£25,000 - 35,000**

**€28,000 - 40,000**

**\$34,000 - 48,000**

**Provenance**

Sale; Sotheby's, Billingshurst, 2 June 1987, lot 1427

Sale; Bonhams, London, 15 June 2004, lot 82, where purchased by Private Collection U.K.

Sale; Christie's, London, 22 August 2007, lot 522

Private Collection, U.K.

**Exhibited**

Sheffield, Mappin Art Gallery, *Sheffield Society of Artists Annual Exhibition*, 1926

London, Royal Society of Portrait Painters, 1925, cat.no.208 (as *Portrait Study*)

**Literature**

*The Times*, 23 January 1925 (ill.b&w)

The identity of the sitter is currently unknown, however it is highly likely that she was a model associated with *The Tatler*, a society magazine Kitty Jagger, the artist's wife occasionally appeared in. The painting was first exhibited at Burlington House in London with the Royal Society of Portrait Painters, where it was described as 'a bold piece of work that won approval' (*Sheffield Telegraph*, 4 September 1926). When exhibited the following year at the 46th Annual Exhibition of the Sheffield Society of Artists it was singled out for praise by the art critic of the *Sheffield Independent*, who vividly described 'A black-haired woman with a powdered face and clear-cut features, stands with one hand on her hip and looks half-contemptuously at us. It is a striking piece of work.' (*Sheffield Independent*, 4 September 1926).

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





**LUCIEN PISSARRO (1863-1944)**

A Lane in Snow (Crockhurst Lane)

signed with monogram and dated '1916' (lower left)

oil on canvas

65 x 53 cm. (25 1/2 x 20 7/8 in.)

**£40,000 - 60,000****€45,000 - 68,000****\$54,000 - 82,000****Provenance**

With Arthur Tooth &amp; Sons, London, 1943 (cat.no.7), where acquired by Miss Rosemary Kerr

With Arthur Tooth &amp; Sons, London, 1954, where acquired by

J. A. Northrop on behalf of the family of the present owner

Thence by descent

Private Collection, U.K.

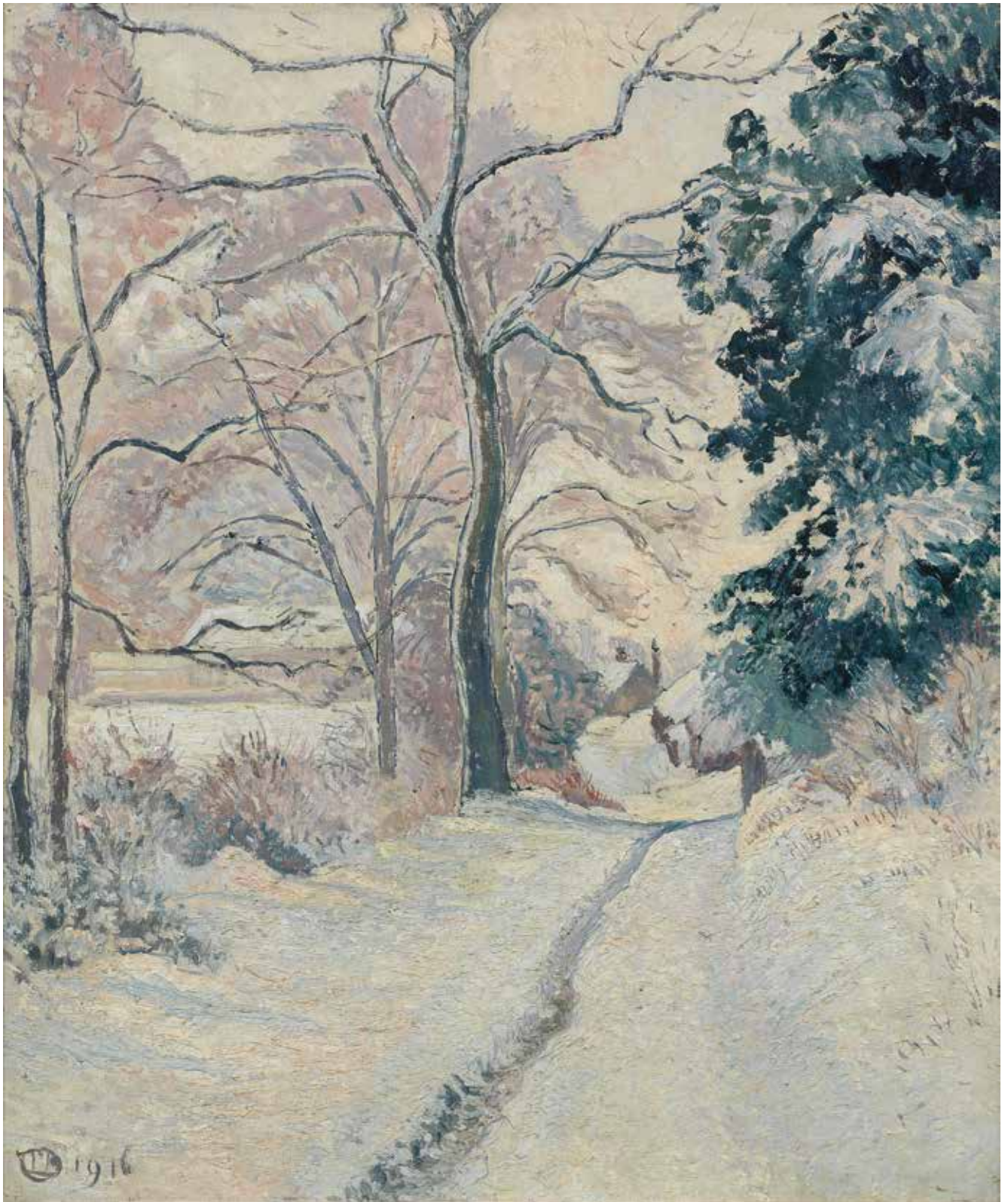
**Exhibited**London, The Galleries, Suffolk Street, *Fifty-Fifth Exhibition of Modern Pictures held by the New English Art Club*, Summer 1916, cat.no.29**Literature**Anne Thorold, *A Catalogue of the Oil Paintings of Lucien Pissarro*, Athelney, London, 1983, pp.120-121, cat.no.227 (ill.b&w)

From December of 1915 until July of the following year Lucien Pissarro stayed at Ivy Cottage in the village of Coldharbour, just south of Dorking and deep in the Surrey Hills. His first couple of months there were to be particularly wintry, with blizzards recorded across the country and snow falls of up to 14 inches. Pissarro had previously painted the effects of snow, but only infrequently. First in the winter of 1892 at Éragny, then in 1909-10 at Stamford Brook in west London. However, his fresh English country surrounds nestled under a blanket of snow were to prove an irresistible challenge and he produced four exquisite snow-scenes, including *A Lane in Snow (Crockhurst Lane)*.

Pissarro's father Camille, the famed artist, is highly celebrated for his winter scenes. An Impressionist, varied weather conditions altering familiar views providing scope for dazzling plays of light and colour, held great allure. The young Lucien adopted many of his father's techniques and his earliest snow work of 1892 (*Effet de Neige, Éragny*) is handled in a manner in which the artistic lineage is palpable; the surface is highly stippled and a firmer contrast between light and shadow is employed. By the date of the present work Lucien, now in his fifties, had developed his brush stroke to a freer and confident calligraphic nature. A base layer of fluid drawing marks is apparent in the trunks and limbs of the trees on the left, contrasted with the impasto passages of snow upon the branches and covering the ground. His palette is subtle and refined; powder blue and steely grey for the shadows and highlight hues of dusty rose and soft pinks illuminate the landscape in a gentle atmospheric light.

Pissarro's paintings of snow from 1916 are deemed so successful that two of the four examples are now in public collections; *Ivy Cottage (Sunset and Snow) Coldharbour* in the collection of the Tate Gallery, London and *The Dorking Road, Coldharbour, in Snow* in the collection of the Manchester City Art Gallery. Indeed, although snow scenes by Pissarro are extremely rare (constituting less than 20 examples amongst his overall output of more than 500 paintings), a quarter of these are now museum pictures including examples belonging to the Ashmolean, Oxford, Plymouth City Museum and Art Gallery and Bristol Museum and Art Gallery.

Further testament to the artist's own verdict on the success of the present composition is that he chose to return to the same scene for the picture *Crockhurst Lane, Coldharbour* (now in the collection of the Manchester City Art Gallery). In it he depicts the very same location with the inclusion of two distant figures winding their way up the lane. Also dating to 1916, the leaf cover to the deciduous trees is still sparse, but the verge of the lane is now lush and green suggesting a spring execution, following the present January work.



52<sup>AR</sup>

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

The Long Road  
signed 'Paul Henry' (lower left)  
oil on panel  
30.2 x 50.8 cm. (12 x 20 in.)  
Painted in 1917-18

**£20,000 - 30,000**

**€23,000 - 34,000**

**\$27,000 - 41,000**

**Provenance**

With John Magee, Belfast  
Private Collection, U.K.  
Sale; Bonhams, London, 14 November 2012, lot 50, where acquired  
by the present owner  
Private Collection, U.K.

**Exhibited**

Probably Belfast, Magee Gallery, *Pictures by Mr & Mrs Paul Henry*,  
12-23 March 1918

**Literature**

S.B. Kennedy, *Paul Henry: with a Catalogue of the Paintings, Drawings, Illustrations*, Yale University Press, New Haven and London, 2007, p.199, cat.no.483

Dated 1917-18 on stylistic grounds. Although one cannot be certain, this may be *The Long Road*, a painting that Henry showed in his exhibition, *Pictures by Mr. & Mrs. Paul Henry*, at the Magee Gallery, Belfast, from 12-23 March 1918. The setting appears to be the view north-eastwards from Lough Fee, near Leenane in Co. Galway, where Henry often painted in these years. If that is the case, Killary Harbour must lie in the valley between the foreground hills and the distant mountains, which will be the Mweel Rea Mountains.

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





53\* AR

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

Hayricks

oil on canvas

25.4 x 35 cm. (10 x 12 in.)

Painted circa 1925

**£15,000 - 20,000**

**€17,000 - 23,000**

**\$20,000 - 27,000**

**Provenance**

Mr. Judah Greenzaid, Washington D.C., U.S.A., from whom acquired  
by the present owner

Although this picture is unsigned it is undoubtedly by Paul Henry. The treatment throughout is of Henry. The cottages themselves are by Henry's hand, as is the single cottage in the middle distance, the hayricks in the foreground, the trees beyond and the treatment of the sky. The immediate foreground is evocative of Henry's handling of paint in short brush strokes and his handling of the right-hand hayrick with its part palette knife treatment.

*Hayricks* is numbered 1338 in the ongoing catalogue of Paul Henry's *oeuvre* by Dr. S.B. Kennedy and we are grateful to him for compiling this catalogue entry.



54<sup>AR</sup>

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

The Bog Road

signed 'PAUL HENRY' (lower left)

oil on canvas

35.6 x 40.5 cm. (14 x 16 in.)

Painted circa 1935

£25,000 - 35,000

€28,000 - 40,000

\$34,000 - 48,000

**Provenance**

Sir John Patton

With Cauldwell Gallery, Belfast

W. Garfield England Esq., Portadown College

Sale; Sotheby's, London, 16 March 1977, lot 320 (as *Turf Stacks*)

M.P. Elliott

With Oriel Gallery, Dublin, 3 July 1978, where acquired by

Inge & Gerd Huber, Germany

Sale; Sotheby's, London, 18 May 2001, lot 197

Private Collection

Sale; Sotheby's, London, 17 May 2011, lot 80, where acquired by the  
present owner

Private Collection, U.K.

**Exhibited**

Bray, The Studio, Sidmonton Square, *Paintings and Drawings by Paul  
Henry*, 1956, cat.no.19

Dublin, Oriel Gallery, *Paul Henry*, 1978, cat.no.7 (ill.)

**Literature**

S.B.Kennedy, *Paul Henry: Paintings, Drawings, Illustrations*, Yale  
University Press, New Haven and London, 2007, cat.no.909, p.279  
(ill.b&w)





55<sup>AR</sup>

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

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

£60,000 - 80,000

€68,000 - 91,000

\$82,000 - 110,000

**Provenance**

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

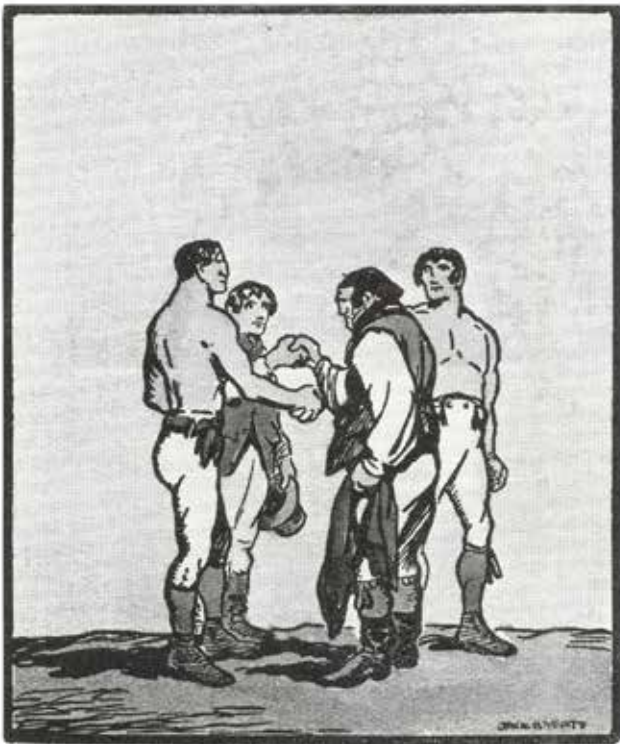
**Exhibited**

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

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

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





*Donnelly and Cooper* from *A Broadside*, January 1913, Jack B. Yeats  
 © Estate of Jack B. Yeats. All rights reserved, DACS 2018

56<sup>AR</sup>

**JACK B. YEATS R.H.A. (1871-1957)**

*Donnelly's Hollow*

signed 'JACK B YEATS' (lower right) and titled 'DONNELLY'S HOLLOW' (verso)

oil on canvas

61 x 91.5 cm. (24 x 36 in.)

Painted in 1936

£300,000 - 500,000

€340,000 - 570,000

\$410,000 - 680,000

**Provenance**

The Artist

Major Eric Peel, 1960, from whom acquired by

Mr & Mrs J.L. Hanson, Yorkshire

Thence by family descent

Private Collection, U.K.

**Exhibited**

Dublin, Royal Hibernian Academy, 1936, cat.no.34

London, Royal Institute Galleries, *National Society of Painters etc.*

*11th Annual Exhibition*, February 1940, cat.no.532

Dublin, National College of Art, *Irish Exhibition of Living Art*, 16

September-9 October 1943, cat.no.20

York, City Art Gallery, *Paintings* (Presented for the York Festival),

1960, cat.no.14

**Literature**

Colm O'Lochlainn, *Irish Street Ballads, Sign of the Three Candles*, Dublin, 1939, pp.52-53

Dr George A. Little, *Malachi Horan Remembers*, M.H. Gill and Son

Ltd., Dublin, 1943, pp.112-6

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

Volume I, Andre Deutsch, London, 1992, p.443, cat.no.488 (ill.b&w)





*Donnelly's Hollow* is an enigmatic painting that alludes to one of the most celebrated sportsmen in 19th century Ireland and to the emotional power of memory and place. Two male figures stand gazing at a large stone monument set in the midst of a verdant landscape. To the right a group of young women walk past, their frivolous demeanour contrasting with the solemnity of the two men. The setting is painted in loose strokes of red, blue, yellow and green. This loose handling evokes the movement of the grass as it is blown by the wind and transformed by the movement of light and shade across its surface. By contrast thicker impasto paint is used to sculpt the figures on to the landscape. A sense of movement is also wittily suggested by the black outlines of footsteps, a real feature of the site, that mark a pathway up the hillside to the left of the monument. This ghostly trail is counterbalanced by the track at the right hand side along which the female figures advance.

Donnelly's Hollow is the name given to a low spot in the Curragh in Co. Kildare in the midlands of Ireland. Here in December 1815 the young Irish boxer, Dan Donnelly, took up the challenge to fight the English champion, George Cooper. Twenty thousand people travelled to see the contest and to witness Donnelly's victory in the eleventh round, when he knocked out Cooper, and was awarded a bounty of sixty pounds. But as the resulting fables and ballads make clear, his victory was more moral than monetary. Taking place within a few years of the Act of Union, this defeat of an Englishman on Irish soil was significant, and the exploits of Donnelly, the son of a Dublin carpenter, made him a national hero. After the fight his reputation achieved legendary status. Stories of his extraordinary life in which he drank copiously, fighting to pay off his debts and dying in 1820, aged 32, reverberated in popular folklore. His body was apparently disinterred by medical students and what purported to be his right arm was displayed in a pub in Kildare, Co. Kildare for many decades.

Jack B. Yeats was passionately interested in boxing, having sketched and drawn boxing matches in London and Dublin for many years as a young man. As a collector of ballads he was also well aware of the figure of Donnelly. There are copies of two ballads inspired by the fighter in the artist's archive in the National Gallery of Ireland. *Verses in Praise of Our Irish Champion Dan Donnelly* proclaims Donnelly's fame in Britain and Ireland and was according to a note in the papers, published in 1815, contemporaneously with the famous Cooper fight. Yeats also owned a copy of the 19th century ballad *Donnelly and Cooper* which is included in Colm O'Lochlainn's *Irish Street Ballads*, (1939). This also dates to 1815 and includes the verse:

*Come all you true bred Irishmen I hope you will draw near.  
And likewise pay attention to those few lines I have here  
It is true a story as ever you did hear  
Of how Donnelly fought Cooper on the Curragh of Kildare.*

(Y1/JY/24/6/87, Yeats Archive, National Gallery of Ireland)

This ballad along with Yeats's illustration featured in the Cuala Press *A Broadside* (August 1910). The illustration refers to a famous part of the story of the fight in which the beautiful daughter of Donnelly's mentor stakes her inheritance on his victory. She is shown with arms extended in a gesture of triumph, while the victorious Donnelly lies exhausted at her feet. Yeats commemorated Donnelly again in *A Broadside* (January 1913), the illustration for which shows the two boxers shaking hands at the beginning of the match (Hilary Pyle, *The Different Worlds of Jack B. Yeats. His Cartoons and Illustrations*, Irish Academic Press, 1994, p.252).

This painting is not however concerned with the minutiae of Donnelly's fight, nor the hero himself. The stance of the male figures, one of which on the right is Yeats, is contemplative and solemn. The obelisk, erected in 1888 to mark the site of the Cooper Donnelly fight, is tomb-like in appearance. Its strange intrusion into the open landscape is reminiscent of the classical subject of 'Et in Arcadia Ego' in which Arcadian shepherds happen upon a grave and realise their own mortality. The imagery inevitably reverberates with the long legacy of funerals and memorials to nationalists that had reached an apogee in the 1920s and 1930s in the wake of Irish independence and the Civil War. Adding to the *momento mori* aspect of the painting's theme are the colourful and ethereal female figures. They appear oblivious to the trials of history as if they have not discovered the true meaning of the monument and are able simply to enjoy their youth.

Bruce Arnold has noted that Jack Yeats painted relatively few paintings in the 1930s partly due to the increase in his literary output. But around 1936, he produced a series of major works of visual art, of which *Donnelly's Hollow* is one (Bruce Arnold, *Jack Yeats*, Yale University Press, 1998, p.278). They are all in the large 24 by 36 inch format and include *About to Write a Letter* (1935, National Gallery of Ireland), *They Come, They Come*, (1936, Private Collection), *In Tir na nOg*, (1936, Private Collection) and *In Memory of Boucicault and Bianconi*, (1937, National Gallery of Ireland). When exhibited, they delighted contemporary audiences. Several of these including *Donnelly's Hollow* are concerned with the role of memory, both the artist's own memory and arguably a national or communal sense of memory. As in *About to Write a Letter*, Yeats revisits an earlier subject, in this case the hero Donnelly. Hilary Pyle suggests that Yeats is visiting a place 'associated with the passions of his youth' (Hilary Pyle, *Jack B. Yeats. A catalogue raisonné of the oil paintings*, André Deutsch, London, 1992, II, p.443). By extension the male figures seem to contemplate their own mortality and the relationship of their era to that of the past. The encounter with the obelisk awakens both nostalgia for a constructed past and a realisation that time moves on and that the world continues to evolve. The inclusion of the young women in the composition is crucial to the evocation of this idea. They dilute the intensity of the theme and enable a sense of progression to hold sway. While venerating the past, this blustery, dynamic image of nature equally delights in the sensual exhilaration of the present moment.

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





57<sup>AR</sup>

**WILLIAM SCOTT R.A. (1913-1989)**

Still Life

signed 'W SCOTT' (lower left)

oil on canvas

33.4 x 43.2 cm. (13 1/4 x 17 in.)

Painted circa 1946

£70,000 - 100,000

€79,000 - 110,000

\$95,000 - 140,000

**Provenance**

Possibly with Gimpel Fils, London

Roger Senhouse Esq.,

Thence by family descent

Private Collection, U.K.

**Literature**

Sarah Whitfield, *William Scott, Catalogue Raisonné of Oil Paintings, 1913-1951 Volume 1*, Thames & Hudson, London, 2013, p.160, cat. no.100 (col.ill.)

The original owner of this lively William Scott oil painting was Roger Senhouse (1899-1970), an English publisher and translator, and a member of the Bloomsbury Group of writers, intellectuals and artists. The painting, simply titled *Still Life*, which has never previously been offered for sale through auction, has remained in the same family ever since. In the private letters of Lytton Strachey (published in 2005), the writer and founding member of the Bloomsbury Group, it is revealed that Stenhouse was his final lover. Educated at both Eton College and Oxford University, Roger Stenhouse went on to co-found Secker & Warburg in 1935 with Frederic Warburg. Perhaps their most notable achievement was taking on and publishing a certain text by George Orwell, *Animal Farm* (1945), following a period of rejections and setbacks. The company merged with Harvill Press in 2005 and now trades as Harvill Secker under its parent company Penguin Random House.

The Catalogue Raisonné entry for this painting (see literature details above) states, 'All that is known about this undated painting is that it was acquired early on by the publisher and translator Roger Senhouse. It has remained in the Senhouse family. Senhouse may have purchased it through Gimpel Fils as the gallery's name is inscribed on the bottom stretcher bar and also on the back of the frame. This may tie up with a record in Scott's diary for 1949 which reads, on 27 July, "Received £35 Gimpel Still Life", and on 16 August, "Received cheque Gimpel £28-8-4". The subject and composition suggest a date of 1946 (see *Cyclamen*, cat.no.97). A label on the back is inscribed "William Scott/Still Life", but as the writing is not in Scott's hand, the title remains unconfirmed.' (Ed. Sarah Whitfield, *Volume 1, William Scott Catalogue Raisonné of Oil Paintings*, Thames & Hudson, London, p.160).

Like many of Scott's contemporaries, during the war his artistic output severely diminished. He was posted to Ruabon in north Wales with the map-making section of the Royal Engineers, and what little time off he enjoyed was used to paint small scale watercolours, exhibited in his second solo exhibition at the Leger Galleries in 1945. Following the end of hostilities in August of that year, demobilisation was slow to occur and Scott did not take up his brushes again until 1946. When he did, still life predominated, and he was driven by a new enthusiasm following his visit to the Victoria & Albert Museum's major exhibition of recent Picassos and works by Matisse, which opened in December 1945.

Like Scott's *Flowers and a Jug* (1946) in the collection of Birmingham Museum and Art Gallery, the similar palette of *Still Life* is ablaze with orange, red, yellow and green. Whilst the flowers are placed in the jug in the present lot, rather than lying down on the surface as in Birmingham's picture, they both lack a sense of formal arrangement, and the artist employs his characteristic device of tilting the surface of the table top so that it faces the viewer, a technique favoured by Cézanne. It is interesting to note that the colour scheme has picked up those same burning pigments laid down on canvas in his 1942 *Ivy Leaves*, painted before Scott's call up. Indeed, the table top is the same colour despite his three-year hiatus painting with oils (with just a handful of exceptions), and the circular white saucer or plate carries the same function as the white cloth in *Ivy Leaves*, punctuating the space between the still life object and table top, demonstrating the war had not interrupted his creative ideas.

For the following four years, the table top still life preoccupied William Scott, with the frying pan and fish taking centre stage. The forms became flatter and more abstract in nature whilst they are still described with the same broad, quickly applied brush strokes thick with impasto as seen in the present lot. By 1951 Scott's obsession with this subject took a radical departure as the scale of his paintings greatly increased, and the familiar objects bore little resemblance to those depicted both immediately preceding and proceeding the war.



‘I wanted to animate a still life in  
the sense that one could animate  
a figure’

William Scott, 1959





(verso)

58\* AR

**DUNCAN GRANT (1885-1978)**

Still life with bottle and glass  
signed 'Grant' (verso)  
oil on panel  
50.2 x 45.2 cm. (19 3/4 x 17 3/4 in.)  
Painted *circa* 1918-19

£25,000 - 35,000

€28,000 - 40,000

\$34,000 - 48,000

**Provenance**

With Anthony d'Offay, London  
Acquired by the present owner from the 1982 exhibition, thence by descent  
Private Collection, Australia

**Exhibited**

Sydney, David Jones Art Gallery, *Paintings and Works on Paper by Duncan Grant*, 16 July-14 August 1982, cat.no.3

The present work was painted at Charleston.

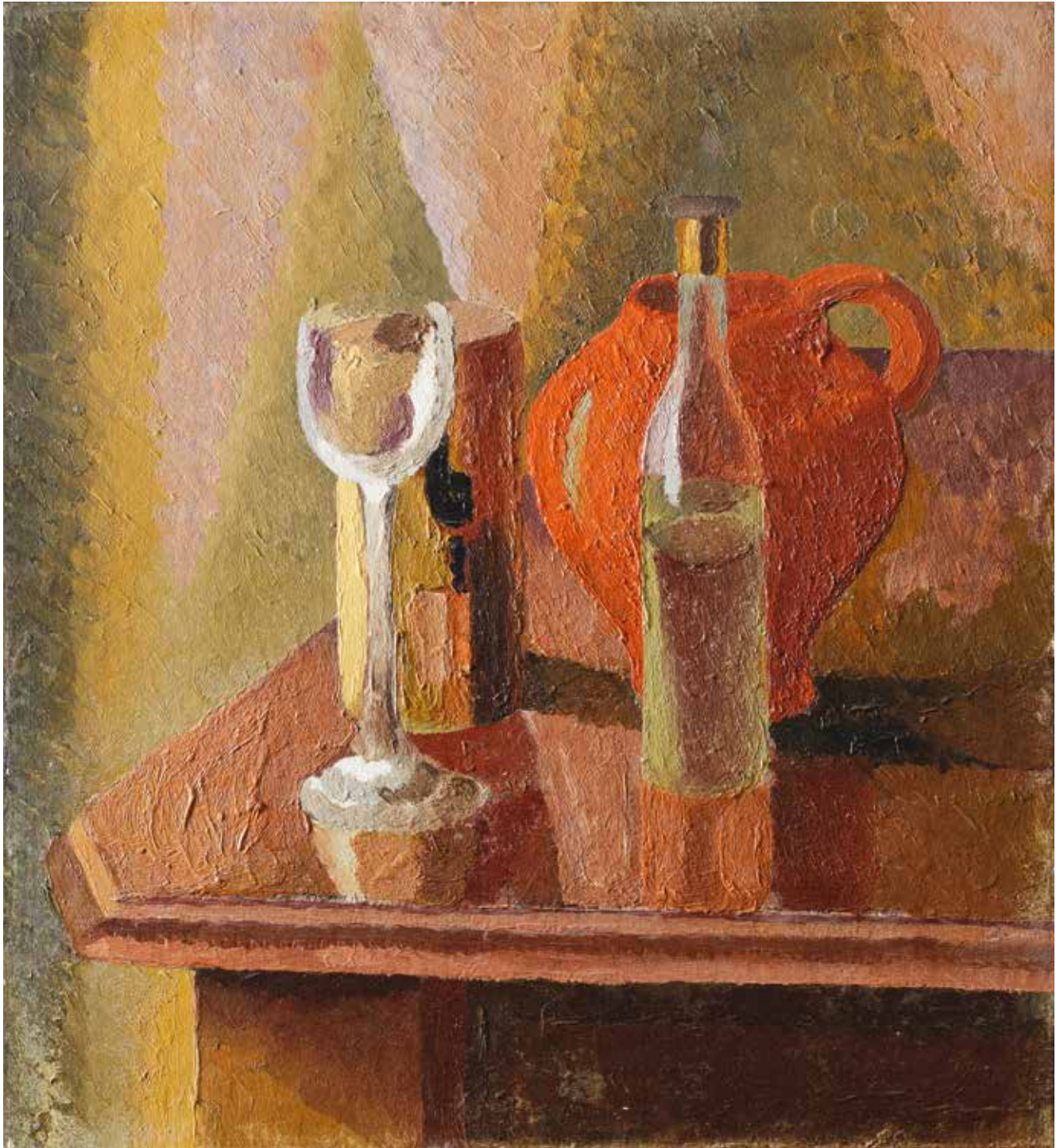
This two-sided work captures the stylistic changes that occurred in Duncan Grant's work between 1915 and 1918-19. On the reverse is a still life, probably painted in Grant's studio at 22 Fitzroy Street. Among the items it depicts is a vessel from Tunis, decorated by Grant on a visit to North Africa in 1914 (now at Charleston) and a tall white vase made by Roger Fry for the Omega Workshops. The prominent alarm clock is probably the first depiction of such an object in painting, and which was not then in common use. The improvised nature of the picture is underlined by the ruffled cloth or paper underneath the objects.

The later still life (recto) is one of several from *circa* 1918-20 that show objects carefully arranged on table tops whose polished surfaces provide sometimes complex reflections. The bulbous glazed terracotta ewer appears in several of Grant's still life's at this period, supplying contrast to the slender verticals of, as here, the glass, circular tin and bottle. The background is not easy to read but might be a curtain or hanging cloth or even part of a specifically decorative work by Grant.

A group of such still life's was included in Grant's first solo exhibition held in early 1920 at the Carfax Gallery. All showed a new attention to the compact relationship of objects, their relief and solidity. Much of the colourful lyrical quality of his earlier still life's was jettisoned in favour of a tighter, less explicitly linear handling. At the time, some admirers of Grant's work confessed to some regret at this change in direction. Roger Fry, for example, wrote of the loss of Grant's spontaneous self-revelation in his 'intense effort to push his art further, to amplify, solidify and deepen the expression of his vision'. But once Grant had mastered this change, he re-introduced a brighter palette and produced some of his most individual still life's of the 1920s.

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





59<sup>AR</sup>

**DUNCAN GRANT (1885-1978)**

The Garden of Gethsemane

oil on board

43.3 x 61.3 cm. (17 x 24 1/8 in.)

Painted circa 1970-1

£6,000 - 8,000

€6,800 - 9,100

\$8,200 - 11,000

**Provenance**

Sale; Christie's, London, 7 March 1983, lot 115

Sale; Christie's, London, 7 November 1985, lot 166a (as *Christ and the three Apostles in the Garden of Gethsemane*)

Private Collection, U.K.

**Literature**

E. Lucie-Smith and F. de Louville, *The Male Nude; The Modern View*, Phaidon Press Ltd., 1985, p.36 (coll.ill.)

The design of this painting is based on two paintings in the National Gallery, London, by Giovanni Bellini and Andrea Mantegna of 'The Agony in the Garden', showing Christ praying on the eve of the Crucifixion, while his disciples Peter, James and John were asleep. Grant has changed the emphasis, so that the disciples are the principal focus. They are naked, and although asleep seem to have strikingly homo-erotic poses, as if held still while making love.

Grant twice painted subjects from the Passion of Christ for commissions from churches, for Berwick, East Sussex in 1941 and for Lincoln Cathedral in 1954-8. Neither of these included the Garden of Gethsemane, although this took place only the day before those subjects. In both church and cathedral the depiction is again homo-erotic, particularly at Lincoln which includes a scene of dockworkers loading ships.

This painting thus combines references to the Old Masters. The details that surround the figures are painted sketchily, with undergrowth and rocks also looking like parts of the body, as if the dreamers were enfolding this tragic but essential scene into the appearance of nature.

We are grateful to Richard Shone for his assistance with cataloguing this lot and to David Fraser Jenkins for compiling the catalogue entry.







60<sup>AR</sup>

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

Wounded Horse

signed and dated 'Frink 90' (lower right)

charcoal, oil and gouache

103 x 79 cm. (40 1/2 x 31 in.)

**£10,000 - 15,000**

**€11,000 - 17,000**

**\$14,000 - 20,000**

**Provenance**

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

**Exhibited**

London, New Grafton Galleries, 5 May 1994, London, cat.no.44



61<sup>AR</sup>

**MATTHEW ARNOLD BRACY SMITH (1879-1959)**

Tiger Lillies and Roses

oil on canvas

46.3 x 38.4 cm. (18 1/4 x 15 1/8 in.)

Painted in Paris, circa 1930

**£10,000 - 15,000**

**€11,000 - 17,000**

**\$14,000 - 20,000**

**Provenance**

With Arthur Tooth & Sons Ltd, London, 17 September 1936, where purchased by  
E. M. Arnold MBE, thence by descent to the present owner  
Private Collection, U.K.

**Exhibited**

Leeds, Temple Newsam, 12 July-14 September 1942, cat.no.18  
(where lent by E. M. Arnold)

**Literature**

John Gledhill, *Matthew Smith, Catalogue Raisonné of the Oil Paintings*,  
Lund Humphries, Farnham, 2009, p.150, cat.no.323

Edmund Martin Arnold (1927-2017) was a long-standing trustee of the  
Leeds Art Fund and held the position of Honorary Treasurer between  
1944 and 1954. Please see the note for lot 1 for further information.

62<sup>AR</sup>

**WINIFRED NICHOLSON (1893-1981)**

Tulips, Bankshead

signed, inscribed and dated 'Winifred Nicholson/Bankshead/1979' (verso)

oil on board

59.3 x 46.3 cm. (23 3/8 x 18 1/8 in.)

**£15,000 - 20,000**

**€17,000 - 23,000**

**\$20,000 - 27,000**

**Provenance**

With Crane Kalman Gallery, London, 10 April 1981, where purchased by

Mr & Mrs Fearon-Wilson

Private Collection, U.K.

**Exhibited**

Crane Kalman Gallery, London, *Winifred Nicholson: Recent Paintings*,

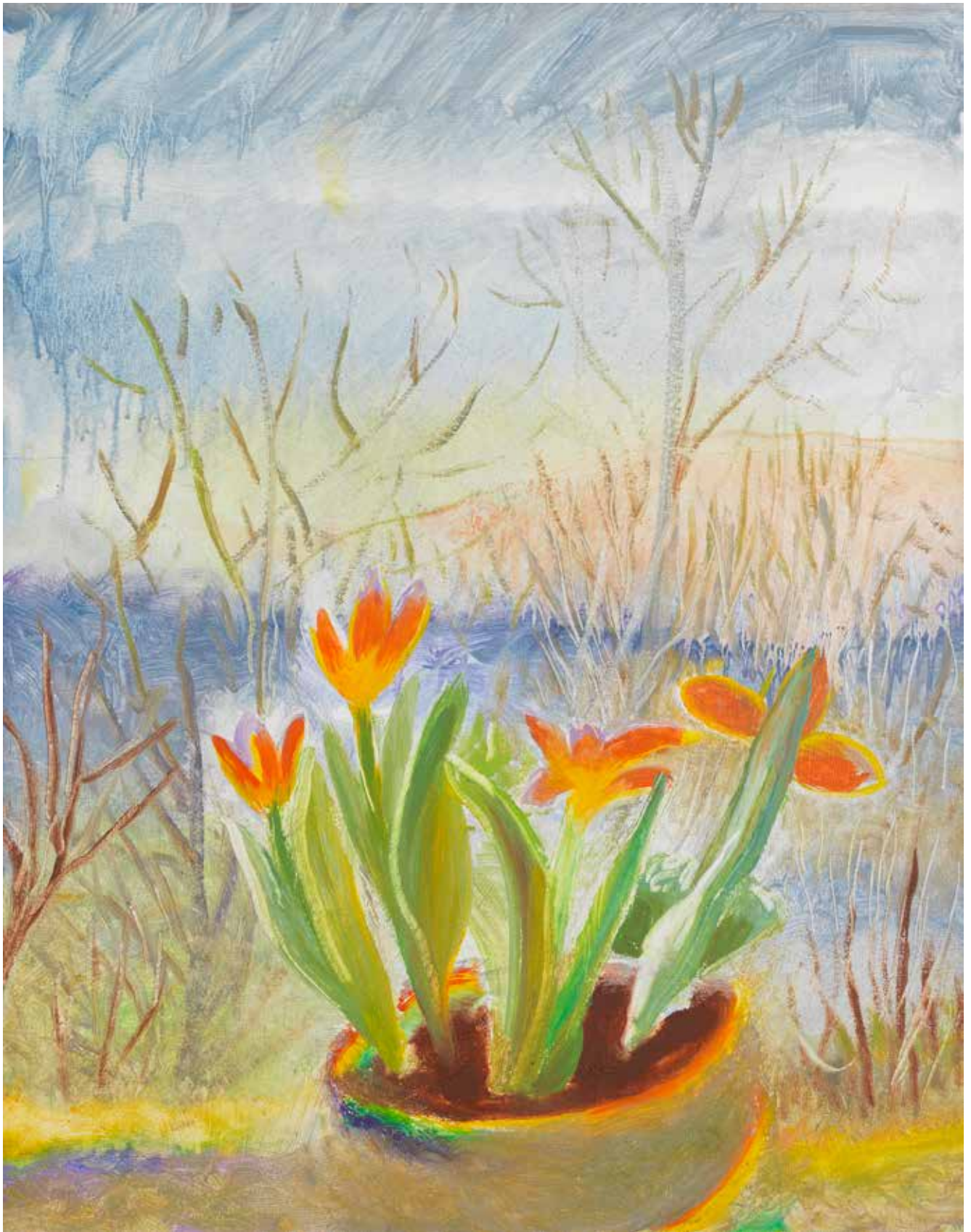
24 March–15 April 1981

*Tulips, Bankshead* belongs to the series of 'prismatic' paintings that Winifred Nicholson painted at the end of her life, many of them made at her house Bankshead in Cumbria. These were a culmination of many of the ideas she had been exploring throughout her life and were made by exploring the properties of light by looking through a prism, for as she wrote, 'I found out what flowers know, how to divide the colours as prisms do, into longer and shorter wavelengths, and in so doing giving the luminosity and brilliance of pure colour'.

For a more in depth discussion of Winifred Nicholson's prismatic paintings see *Winifred Nicholson: Liberation of Colour*, Philip Wilson Publishers, London, 2016.

We are grateful to Jovan Nicholson for compiling this catalogue entry.







63\* AR

**PAUL MOUNT (1922-2009)**

Nunc Dimittis

signed and numbered 'Paul Mount/2/5' (on the base)

bronze with a light brown patina (in two parts)

31.1 cm. (12 1/4 in.) high (including the base)

Conceived in 1963

£6,000 - 8,000

€6,800 - 9,100

\$8,200 - 11,000

**Provenance**

With New Art Centre, London

Private Collection, U.S.A.

The present work is also known as *The Argument* and another example from the edition is in the collection of The Smart Museum of Art, Chicago.



64<sup>AR</sup>

**DENIS MITCHELL (1912-1993)**

Carnvalallow

stamped with initials, numbered and dated 'DAM/75/7' (at the base of the bronze); further signed with initials, inscribed and dated again 'CARNVALLOW/1975/DAM/7/7/To KEITH & LIZ/XMAS 81/LOVE DENIS' (under the base)

part polished bronze with a green patina on a slate base  
54.5 cm. (21 1/2 in.) high (excluding the slate base)

Conceived in 1975

**£10,000 - 15,000**

**€11,000 - 17,000**

**\$14,000 - 20,000**

**Provenance**

Gifted by the Artist to the present owner in 1981

Private Collection, U.K.

**Exhibited**

London, Marjorie Parr Gallery, *Denis Mitchell*, 2-24 May 1975, cat. no.16 (another cast)

Bath, Festival Gallery, *Denis Mitchell Sculptures 1950-1978*, 1978, cat. no.37 (another cast)

London, Gillian Jason Gallery, *Denis Mitchell, A Retrospective - Sculptures 1951-1990*, 11 July-10 August 1990, cat.no.26 (ill.col., another cast)

Swansea, Glynn Vivian Art Gallery and Museum, *Festival Exhibition of Sculpture by Denis Mitchell*, 6 October-3 November 1979, cat.no.37a (ill.b&w, another cast)



65<sup>AR</sup>

**DENIS MITCHELL (1912-1993)**

Paphos

signed, inscribed, numbered and dated 'PAPHOS/74/4/7/To KEITH &/ ELIZABETH/from DENIS' (under the base)

part polished bronze with a green patina on a slate base

29 cm. (11 1/2 in.) high (excluding the slate base)

Conceived in 1974

**£7,000 - 10,000**

**€7,900 - 11,000**

**\$9,500 - 14,000**

**Provenance**

Gifted by the Artist to the present owner in 1981

Private Collection, U.K.

**Exhibited**

London, Marjorie Parr Gallery, *Denis Mitchell*, 2-24 May 1975, cat.no.4 (another cast)

London, Crane Kalman Gallery, *Denis Mitchell Selection of Sculptures and Reliefs*, 9 October-1 November 1986, cat.no.8 (another cast)





66<sup>AR</sup>

**DENIS MITCHELL (1912-1993)**

Angove

stamped with initials, numbered and dated 'DAM/78/5' (at the base of the bronze); further signed with initials, inscribed and dated again 'ANGOVE/75/5/7/DAM/To ELIZABETH/& KEITH/from/DENIS' (under the base)

part polished bronze with a green patina on a slate base

77.5 cm. (30 1/2 in.) high (excluding the slate base)

Conceived in 1975

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 27,000

**Provenance**

Gifted by the Artist to the present owner in 1981

Private Collection, U.K.

**Exhibited**

London, Marjorie Parr Gallery, *Denis Mitchell*, 2-24 May 1975, cat.no.7

London, Alwin Gallery, 1977



(alternative view)

67\* AR

# **DAME BARBARA HEPWORTH (1903-1975)**

Maquette for Monolith

signed and numbered 'Barbara Hepworth 3/9' and stamped with the Morris Singer Foundry stamp (on the base)

bronze with a green and brown patina

33 cm. (13 in.) high

Conceived in 1963-1964, and cast in 1964

£70,000 - 90,000

€79,000 - 100,000

\$95,000 - 120,000

## **Provenance**

With Gimpel Fils, London, December 1964, where acquired by Mr. & Mrs. James H. Clark, Dallas

With Gimpel Fils, London, 29 May 1973, where acquired by the family of the present owner

Private Collection, U.S.A.

## **Exhibited**

London, Gimpel Fils, June 1964, cat.no.35 (another cast)

Otterlo, The Netherlands, Rijksmuseum Kröller-Müller (Rietveld Pavilion), *Beeldhouwwerken en tekeningen van Barbara Hepworth*, 8 May-18 July 1965, cat.no.39 (another cast)

Turin, Galleria Civica d'Arte Moderna, *Barbara Hepworth*, October-November 1965, cat.no.38 (ill. p.93, another cast)

Basel, Kunsthalle, *Barbara Hepworth*, 14 September-10 October 1965, cat.no.30 (another cast); this exhibition travelled to Karlsruhe, Badischer Kunstverein, 6 February-27 March 1966 and Essen, Museum Folkwang, 30 April-26 June

London, Tate Gallery, *Barbara Hepworth*, 3 April-19 May 1968, cat.138 (ill., another cast)

London, Gimpel Fils, *Barbara Hepworth*, October-November 1972 (this cast)

London, Gimpel Fils, *Barbara Hepworth: 50 Sculptures from 1935-1970*, 7 October-15 November 1975, cat.no.41 (ill., another cast)

London, Gimpel Fils, *Barbara Hepworth*, October-November 1994  
Santiago de Compostela, Auditorio de Galicia, *Contemporary British Sculpture: From Henry Moore to the 90s*, June-November 1995 (ill. p.103, another cast); this exhibition travelled to Porto, Fundação de Serralves

## **Literature**

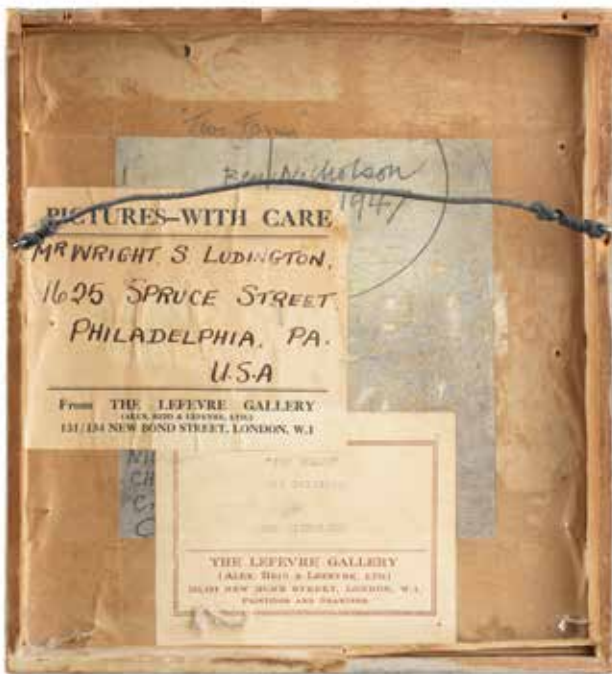
Alan Bowness, *The Complete Sculpture of Barbara Hepworth*, Lund Humphries, London, 1971, cat.no.349, p.36-37 (ill.b&w, another cast)  
Sophie Bowness, *Barbara Hepworth: The Plasters. The Gift to Wakefield*, Lund Humphries in association with The Hepworth Wakefield, Farnham, 2011, cat.no.22, p.138 & p.186 (ill.b&w & col.ill., the plaster)

*Maquette for Monolith* is related to the monumental *Squares with Two Circles* (1963), which stands at over three metres high and is one of Hepworth's largest monolithic bronzes. A hierarchy of zones has been established which is accentuated by the patination; on one face light green above and dark green below and the other brown and green in similar dark tones. Whilst the former is made up of the simple disposition of two horizontal quadrilaterals, the latter incorporates the column which allows for the layering of vertical planes, one sliding into the other with an additional step at the left. As has been noted by Matthew Gale and Chris Stephens, the simplicity of the sculpture recalls the purity of the artist's works from the 1930s with the conical holes providing continuity between the horizontal and vertical formats.

The initial owners of this cast, Mr & Mrs James H. Clark, were important collectors who visited Hepworth in St Ives. They donated a cast of Hepworth's *Sea Form (Atlantic)* to the Dallas Museum of Art in 1965.

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





‘Turning his back on the “natural landscape” of the still-lifes, Nicholson launched into still, deep water where the round disc of the sun and the horizontal meeting of sky and sea are the only special boundaries. The straight line and the circle supersede the profile of a jug or the course of a shadow: it is the final dismissal of the painter’s need to be prompted by the lurking mysteries of the commonplace.’

John Summerson

68<sup>AR</sup>

**BEN NICHOLSON O.M. (1894-1982)**

Two Forms

signed, titled and dated ‘Two Forms/Ben Nicholson/1947’ (verso)  
oil and pencil on board

23.8 x 21.6 cm. (9 3/8 x 8 1/2 in.) (including the artist’s prepared backboard)

£70,000 - 100,000

€79,000 - 110,000

\$95,000 - 140,000

**Provenance**

With The Lefevre Gallery, London, where acquired by Wright S. Ludington Esq., Philadelphia  
Sale; Sotheby’s, London, 23 June 1999, lot 69, where acquired by the present owner  
Private Collection, U.K.

By the time Ben Nicholson drew and painted *Two Forms*, in 1947, he had already produced an impressive body of abstract works. From his earliest efforts with abstraction, those handful of paintings made in the early 1920s, through the white reliefs of the early 1930s and the more hard-edged colourful compositions informed by the Constructivist movement later that decade, Nicholson had a masterful command of what was seen by many in Britain as a radical new pictorial language. Influenced by many sources, Cubism from Paris and the works of Moholy-Nagy, Malevich and Kandinsky among others, he succeeded in rarely being derivative.

As World War II drew to a close he embarked on what is often seen as his most successful and creative period of his whole career. The mid to late 1940s saw him produce a variety of purely abstract works, as seen in *Two Forms*, alongside more representational art which incorporated simplified and fragmented still-lifes before various Cornish landscapes, such as *1947, December 13 (Trendine 2)* in The Phillips Collection, Washington. The artist’s own writings on abstract art are the best insight into their development and objectives:

‘At first the circles were freely drawn and the structure loose with accidental textures, later I valued more the direct contact that could be obtained by flat planes of colour made and controlled to an exact pitch and the greater tension obtainable by the use of true circles and rectangles – the superficial appeal became less, but the impact of the idea more direct and therefore more powerful. The geometric forms often used by abstract artists do not indicate, as has been thought, a conscious and intellectual mathematical approach – a square or a circle in art are nothing in themselves and are alive only in the instinctive and inspirational use an artist can make of them in expressing a poetic idea.’ (Ben Nicholson, *Notes on “Abstract” Art* in Ben Nicholson, *Paintings, Reliefs, Drawings, Volume I*, Lund Humphries, London, 1955, pp.25-26).

When a particular design and colour scheme appealed to Ben Nicholson it was not unusual for him to reproduce them with minor alterations between works. *Two Forms*, a small but powerful gem of a painting is one such example the artist deemed worthy of exploring further. Others are *project (pyramid)*, *March-47* and *painting (J.L.M.) February 2-47*.





PETER LANYON  
(1918 - 1964)

## Field Landing

Flying had always held a deep fascination for Peter Lanyon who had joined the Royal Air Force in March 1940 in the hope of becoming a pilot. However, owing to persistent migraines he was forced to take up a flight mechanic role with opportunities limited to occasional journeys in transport aircraft. Nonetheless, the experience had a deep impact and by the 1950s gliding emerged as a potentially fascinating way of combining a childhood ambition with artistic development. By 1959 he had enrolled at the Cornish Gliding (and Flying) Club, which was based at the Perranporth Airfield on the northern coast of Cornwall not far from Lanyon's home and studio in Carbis Bay, near St Ives.

It was in Carbis Bay and particularly under the great influence of Naum Gabo that Lanyon had created his first construction in 1939 and he would progress with this medium through following decades. *Field Landing* was one of the artist's last constructions with its title a reference to the potentially hazardous process of making an unscheduled landing in a strange field rather than in the pilot's home airfield. Whereas his paintings of this period draw on the memory of flight and the new visual surroundings brought about by that experience, the present work explores the physical process of flying itself along with its complexities. As has been suggested by Margaret Garlake, the red may be representative of danger with the work evoking much emotion given the artist's untimely death following a bad landing in August 1964.

The following guide to *Field Landing* is taken from Toby Treves' newly published catalogue raisonné of the Artist's oil paintings and three-dimensional works:

*Field Landing* is a free-standing construction, designed to be walked round. It is the largest of the artist's late constructions, and among his most complicated in terms of structure. The large upright panel, which is painted red on its front side, is plywood. The truncated triangle at the left, which evokes the wingtip or tail-plane or fin of an aircraft, is approximately repeated in the rest of the panel, though on a larger scale, having been rotated through ninety degrees clockwise. As such, it recalls Lanyon's comment that 'triangles have an innate turning tendency' (letter to John Dalton, 17 May 1962; Lanyon Family Archive) and may be seen as an index of a turning glider.





The bottom of this panel is tacked to the edge of a flat, square piece of wood, which is both part of the construction and its base. The upper face of the wood is painted black, white and grass green, with clearly defined areas for each colour. The white runs through the black, dividing it in two. The green is confined to one corner, hemmed in by the black. The painted base might be considered as a landscape seen from above.

Three objects sit on the surface of this base, all of them rising from the two black areas: a brown metal dome with a white circle painted free-hand round its top and surmounted by a wooden knob; part of the handle of a kitchen implement, painted red and white; a curved piece of wood, perhaps part of a chair, painted red, with a green-blue strut running from it to the large red panel. If the base is understood as the earth's surface from above, then these objects are like the landmarks a pilot uses for orientation. The awkward, angular structure of struts and panels above these objects intensifies the space round them.

Although this side of the construction feels enclosed, it is not treated as a discrete section. In fact, there is a one-inch gap between the triangular piece of board, painted blue on this side, and the red panel, which allows a view through from one side to the other. Similarly, the green-blue rod that runs through both sides of the triangular board gives a sense of continuity, or at least connection, between them. On its other side, the triangular board is painted with blocks of black and white, which divide diagonally along the vertical axis, like the sharply tilted horizon a pilot sees in a turn. The neatness of this division is ruffled by various black lines, some circular, others angular, that run across it. There is also an angular piece of Perspex on this side. It is not clear if this serves a structural purpose, but it does add another spatial and visual level that might refer to the pilot's perspective from within the cockpit looking through the canopy.

The back of the panel is painted blue and green. The blue, which is the underlying colour, is clear and solid on the far right. As the eye moves across the panel the blue gradually gives way to blue green, to green blue, to grass green. This seamless transition from blue to green recalls a pilot's view of the landing as the forward field of vision is steadily drained of sky and replaced with land.



69<sup>AR</sup>

**PETER LANYON (1918-1964)**

**Field Landing**

oil on wood and board with Perspex and metal  
 93 x 153.5 x 54 cm. (36 1/2 x 60 1/2 x 21 3/4 in.)  
 Conceived in 1964

**£100,000 - 150,000**

**€110,000 - 170,000**

**\$140,000 - 200,000**

**Provenance**

With Gimpel Fils, London

Private Collection, U.K.

With Austin Desmond Fine Art, London, 2004, where acquired by the present owner

Private Collection, U.K.

**Exhibited**

Possibly Newlyn, Newlyn Art Gallery, *Newlyn Society of Artists:*

*Summer 2*, 1964, cat.no.152

London, Gimpel Fils, *Peter Lanyon 1918-1964: Reliefs, Constructions and Related Paintings*, 20 May-21 June 1975, cat.no.31

Manchester, Whitworth Art Gallery, *Peter Lanyon: Paintings, Drawings and Constructions 1937-64*, organised by The Arts Council, 25 January-4 March 1978, cat.no.84; this exhibition travelled to Glasgow, Kelvingrove Art Gallery and Museum, 3-30 April, Cambridge, Kettle's Yard, 5-28 May, St Ives, Penwith Society of Arts, 3 July-2 August and Bristol, Royal West of England Academy of Arts, 17 August-15 September 1978

London, Gimpel Fils, *Place I*, 23 June-16 July 1983, cat.no.18

London, Gimpel Fils, *Peter Lanyon: Works 1946-1964*, 1-19

November 1983, cat.no.12

London, Gimpel Fils, *Sculptures, Reliefs & Drawings*, 8 June-9

September 1989, cat.no.29

London, Bernard Jacobsen, *Peter Lanyon: Landscapes 1946-1964*, 2-27 April 1991, cat.no.31 (col.ill.)

London, Camden Arts Centre, *Peter Lanyon: Air, Land & Sea*, organised by The Arts Council, 6 November-20 1992; this exhibition travelled to Coventry, Mead Gallery, 11 January-13 February 1993, Sheffield, Mappin Art Gallery, 20 February-18 April and Newlyn, Orion Art Gallery 1 May-12 June, cat.no.40, (col.ill.)

London, Gimpel Fils, *Peter Lanyon: The Final Years 1962-64*, 11 February - 28 March 1998, cat.no.2

St Ives, Tate Gallery, *Peter Lanyon*, 9 October 2010-23 January 2011, (col.ill.)

London, Courtauld Gallery, *Soaring Flight: Peter Lanyon's Gliding Paintings*, 15 October 2015-17 January 2016, pp.146-9, cat.no.21 (col.ill.)

**Literature**

Adrian Lewis, *Peter Lanyon: Later Work 1959-1964*, Ikon Gallery, Birmingham, 1978, p.4 (exh.cat.)

Andrew Lanyon, *Peter Lanyon 1918-1964*, Penzance, 1990, p.251 (col.ill.)

Chris Stephens, *Peter Lanyon: At The Edge of Landscape*, 21 Publishing, London, 2000, pp.166-99, pl.98 (col.ill.)

Margaret Garlake, *Peter Lanyon*, Tate Gallery, London, 1998, pp.65-6, fig 57 (col.ill.)

Margaret Garlake, *Peter Lanyon*, Tate Publishing, London, 2001, p.65, pl.57 (ill.)

Andrew Causey, *Peter Lanyon: Modernism and the Land*, Reaktion Books, London, 2006, p.198, pl.106 (col.ill.)

Chris Stephens, *Peter Lanyon*, Tate Publishing, London, 2010, pp.28,94 and reproduced p.99 (col.ill.)

Laura Freeman, *The Promise of Blue*, *Times Literary Supplement*, 2015, p.4 (ill.)

Toby Treves, *Peter Lanyon: Catalogue Raisonné of the Oil Paintings and Three-Dimensional Works*, Modern Art Press, 2018, pp.628-9, (col.ill.)







70\* AR

**LYNN CHADWICK R.A. (1914-2003)**

Sitting Woman III

numbered and dated 'C30 6/9 1986' (at the back of the base)

bronze with a black patina

14 cm. (5 1/2 in.) high

Conceived and cast in 1986

**£10,000 - 15,000**

**€11,000 - 17,000**

**\$14,000 - 20,000**

**Provenance**

Sale; Sotheby's, New York, 9 October 2013, lot 172, where acquired  
by the present owner

Private Collection, U.S.A.

**Exhibited**

Milan, Galleria Blu, November 1986, cat.no.16 (another cast, as *Sitting Girl*)

**Literature**

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

Humphries, Aldershot, 2014, p.364, cat.no.C30 (ill.b&w, another cast)

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



71\* AR

**LYNN CHADWICK R.A. (1914-2003)**

Maquette for Oscar

signed 'Chadwick' (on the front left leg) and numbered '9/10' (on the rear left leg)

bronze with a brown patina

25.5 cm. (10 1/8 in.) high

Conceived and cast in 1963

**£12,000 - 18,000**

**€14,000 - 20,000**

**\$16,000 - 24,000**

**Provenance**

Carborundum Company, New York, acquired directly from the artist

A & J Friedman Supply Co., Inc., New Jersey, gifted from the above in 1963

Sale; Sotheby's, New York, 15 December 2014, lot 79, where acquired by the present owner

Private Collection, U.S.A.

**Literature**

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

Humphries, Farnham, 2014, p.202, cat.no.409 (ill.b&w, another cast)

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

72\* AR

**LYNN CHADWICK R.A. (1914-2003)**

Maquette II Walking Woman

signed with initial, numbered and dated 'C C6S 86 2/9' (underneath)

bronze with a black patina and polished face

30.5 cm. (12 in.) high

Conceived and cast in 1984

**£40,000 - 60,000**

**€45,000 - 68,000**

**\$54,000 - 82,000**

**Provenance**

Lauren Bacall

Her Estate sale; Bonhams, New York, 31 March 2015, lot 152, where  
acquired by the present owner

Private Collection, U.S.A.

**Literature**

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

Humphries, Aldershot, 2014, p.344, cat.no.C6S

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





73<sup>AR</sup>

**IVON HITCHENS (1893-1979)**

Tulips No. 1

signed 'Hitchens' (lower left); further signed, inscribed and dated  
'Tulips No1/1969/IVON HITCHENS/Greenleaves Petworth Sussex' (on  
a label attached to the stretcher)

oil on canvas

76.3 x 50.8 cm. (30 x 20 in.)

**£25,000 - 35,000**

**€28,000 - 40,000**

**\$34,000 - 48,000**

**Provenance**

With Waddington Galleries, London, where acquired by  
Lord Stradbroke Esq.

Sale; Phillips, London, 22 November 1994, lot 12 (as *Tulips I*)

With Crane Kalman Gallery, London, September 1999, where acquired  
by the present owners

Private Collection, U.K.

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



74<sup>AR</sup>

**IVON HITCHENS (1893-1979)**

A Boat and Reflections

signed 'Hitchens' (lower left); further signed, inscribed and dated  
"A Boat and Reflections"/1959/by IVON HITCHENS/collection D.N  
Matthews OBE' (on a label attached to the stretcher)

oil on canvas

46.4 x 109.7 cm. (18 1/4 x 43 1/4 in.)

**£40,000 - 60,000**

**€45,000 - 68,000**

**\$54,000 - 82,000**

**Provenance**

The Artist, from whom acquired by

Dr David Napier Matthews OBE (1911-1997)

Thence by family descent

Private Collection, U.K.

**Exhibited**

London, Arthur Tooth & Sons, *Terence Mullaly: Critic's Choice*, 13-31  
October 1959, cat.no.6

London, Tate Gallery, *Ivon Hitchens — a Retrospective Exhibition*, 11  
July-18 August 1963, cat.no.120; this exhibition travelled in reduced  
form to Bradford, Bradford City Art Gallery, 31 August-22 September  
and Birmingham, Birmingham City Museum and Art Gallery 28  
September-20 October

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





75<sup>AR</sup>

**IVON HITCHENS (1893-1979)**

Quiet Walk, November

signed 'Hitchens' (lower right); further signed, inscribed and dated  
'Quiet Walk/November/1957/by IVON HITCHENS./Greenleaves.

Lavington Common/Petworth/Sussex.' (on a label attached to the  
stretcher)

oil on canvas

52 x 117.8 cm. (20 1/2 x 46 3/8 in.)

**£30,000 - 50,000**

**€34,000 - 57,000**

**\$41,000 - 68,000**

**Provenance**

With Leicester Galleries, London, 1958, where acquired by

Sir Allen Lane

His sale; Sotheby's, London, 3 December 1998, lot 65, where

acquired by the present owner

Private Collection, U.K.

**Exhibited**

London, Leicester Galleries, *New Year Exhibition*, January 1958, cat.  
no.101

London, Tate Gallery, *Ivon Hitchens: A Retrospective Exhibition*, 11  
July-18th August 1963, cat.no.95; this exhibition travelled to Bradford,  
Bradford City Art Gallery, 31 August-22 September, Birmingham, City  
Museum and Art Gallery, 28 September-20 October

Sir Allen Lane was one of the founders of Penguin books.





## ADRIAN HEATH'S MATURE WORKS

Adrian Heath is perhaps most celebrated for the works executed in the early 1950s and shown in the three seminal group exhibitions staged at his 22 Fitzroy Street studio in 1952 and '53. These exhibitions, along with *Abstract Paintings* at the AIA Gallery the year prior, were at the centre of the new British movement of Constructivism, with practitioners including Victor Pasmore, Kenneth and Mary Martin, Anthony Hill and Robert Adams.

Although central to his practice from the 1950s onwards, Constructivism is just one aspect of Heath's complex and rich output. In the decades to follow Heath's interest, although rooted in Abstraction, would oscillate between landscape, figurative and mathematic concern. By the late 1970s and throughout the 1990s, as a mature artist, it is the culmination of these focuses which give rise to, as author Jane Rye notes, 'an ascent to a late flowering of some of his finest work.' (Jane Rye, *Adrian Heath*, Lund Humphries, Farnham, 2012, p.182). In writing his 1992 *Guardian* obituary of Heath, Norbert Lynton references him as occupying a position alongside Victor Pasmore and between Ben Nicholson and Francis Bacon.

76<sup>AR</sup>

### ADRIAN HEATH (1920-1992)

Untitled

signed and dated three times 'Heath 86/Dec 85/Feb 86' (verso)

oil on canvas

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

£7,000 - 10,000

€7,900 - 11,000

\$9,500 - 14,000

### Provenance

The Artist's Estate

Acquired from the above by the present owner





77<sup>AR TP</sup>

**ADRIAN HEATH (1920-1992)**

Percha No.4

signed, titled and dated twice 'PERCHA No4/Heath '88/August 88'

(verso)

oil on canvas

152 x 147 cm. (59 7/8 x 57 7/8 in.)

**£12,000 - 18,000**

**€14,000 - 20,000**

**\$16,000 - 24,000**

**Provenance**

The Artist's Estate

Acquired from the above by the present owner



78<sup>AR</sup>

**ADRIAN HEATH (1920-1992)**

Chittoe No.2

signed twice, titled and dated twice 'CHITTOE No2/Feb.81/Heath.81'

oil on canvas

121.9 x 91.4 cm (48 x 36 in.)

£7,000 - 10,000

€7,900 - 11,000

\$9,500 - 14,000

**Provenance**

Private Collection, U.K.



79<sup>AR TP</sup>

**ADRIAN HEATH (1920-1992)**

Dalau

signed, titled and dated three times 'Heath/'79/June'79/Sept'79/  
DALAU' (verso)

oil on canvas

152.8 x 146.7 cm. (60 1/4 x 57 3/4 in.)  
(unframed)

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 20,000

**Provenance**

Private Collection, U.K.

80<sup>AR</sup>

**PAUL FEILER (1918-2013)**

Mousehole Harbour

signed and dated 'FEILER 52' (lower left); further signed, titled and dated again 'PAUL FEILER/MOUSEHOLE HARBOUR 1952' (verso)  
oil on board

41.2 x 51.4 cm. (16 1/4 x 20 1/4 in.)

**£15,000 - 20,000**

**€17,000 - 23,000**

**\$20,000 - 27,000**

**Provenance**

With The Redfern Gallery, London, 1 March 1953, where purchased by the family of the present owner  
Private Collection, U.K.

Mousehole was a favourite location for Paul Feiler who painted several works, as in the present example, based on the harbour of the popular fishing village. Having spent the late 1940s creating images that were indebted to Cezanne, the early 1950s saw a rapid movement towards an individual style that developed into arguably his most successful works. Painting late into the night from the kitchen of his home in the Clifton area of Bristol, these works are characterised by 'a strong linear structure; a kind of informal grid, which served not only as a means of organisation but also drew the eye to the surface of the painting; a rich, subdued palette that reflected the light and the weather over the sea and rocks and landscape; and a thick application of paint using a palette knife, with geometrical areas built up with broad strokes' (Michael Raeburn, *Paul Feiler*, Lund Humphries, London, 2018, p.12). As with many works of the period, *Mousehole Harbour* specifically notes the location in the title with the darker palette indicative of the season and time of day at which it was painted. Dating to 1952, it is likely that *Mousehole Harbour* was one of thirty-three paintings included in Feiler's first one-man exhibition at the Redfern Gallery in January 1953 and has resided in the same private family collection ever since.





81<sup>AR</sup>

**SANDRA BLOW R.A. (1925-2006)**

River (Summer No.1)

signed and titled 'Sandra Blow/River (Summer/No.1)' (verso)

oil and plaster on board

91.4 x 114.2 cm. (36 x 45 in.)

**£25,000 - 35,000**

**€28,000 - 40,000**

**\$34,000 - 48,000**

**Provenance**

The Artist

Thence by family descent

Private Collection, U.K.

**Exhibited**

Bradford, Bradford City Art Gallery, 1956, cat.no.811

Likely painted *circa* 1954, just before *River No. 2* (see sale; Christie's, 14 March 2002, Lot 257), *River (Summer No. 1)* is an early formative abstract painting informed by Sandra Blow's romantic friendship with the important post-war Italian artist Alberto Burri (1915-1995), whom she was introduced to by another artist friend, Nicholas Carone upon her arrival in Rome in 1947. The Tate collection includes a stunning work by Burri, *Sacking and Red* (1954) which arguably influenced the present lot, especially in terms of the pictorial design and palette; broad bands of blood red juxtaposed with undulating earthy browns. Whilst the now-famous Burri *sacchi* was not incorporated into *River (Summer No. 1)*, Blow has built up the surface of her painting, quite considerably in parts, with roughly applied plaster, a technique undoubtedly learnt from the Italian. In the lower centre of the composition it swirls around creating the impression of a flowing river and on the right edge it has been heavily scored into thus creating texture and depth. The time Blow spent in Italy, travelling around with Burri, had a lasting impact on her. The artist commented of this time:

'But I think that what really helped me with the formation of what I was doing was the use of material, because I found that materials could speak, in a way, or have a presence, a physical spatial relief effect which also connected me to [Alberto] Burri, who was part of the art born in me in Italy.' Michael Bird, *Sandra Blow*, Lund Humphries, Aldershot, 2005, p.46).



82<sup>AR</sup>

**EILEEN AGAR (1899-1991)**

Tropic of Music

signed 'AGAR' (lower right), further signed and dated 'AGAR/1969' (on the backboard)

oil on canvas

100 x 70 cm. (39 3/8 x 27 1/2 in.)

**£7,000 - 10,000**

**€7,900 - 11,000**

**\$9,500 - 14,000**

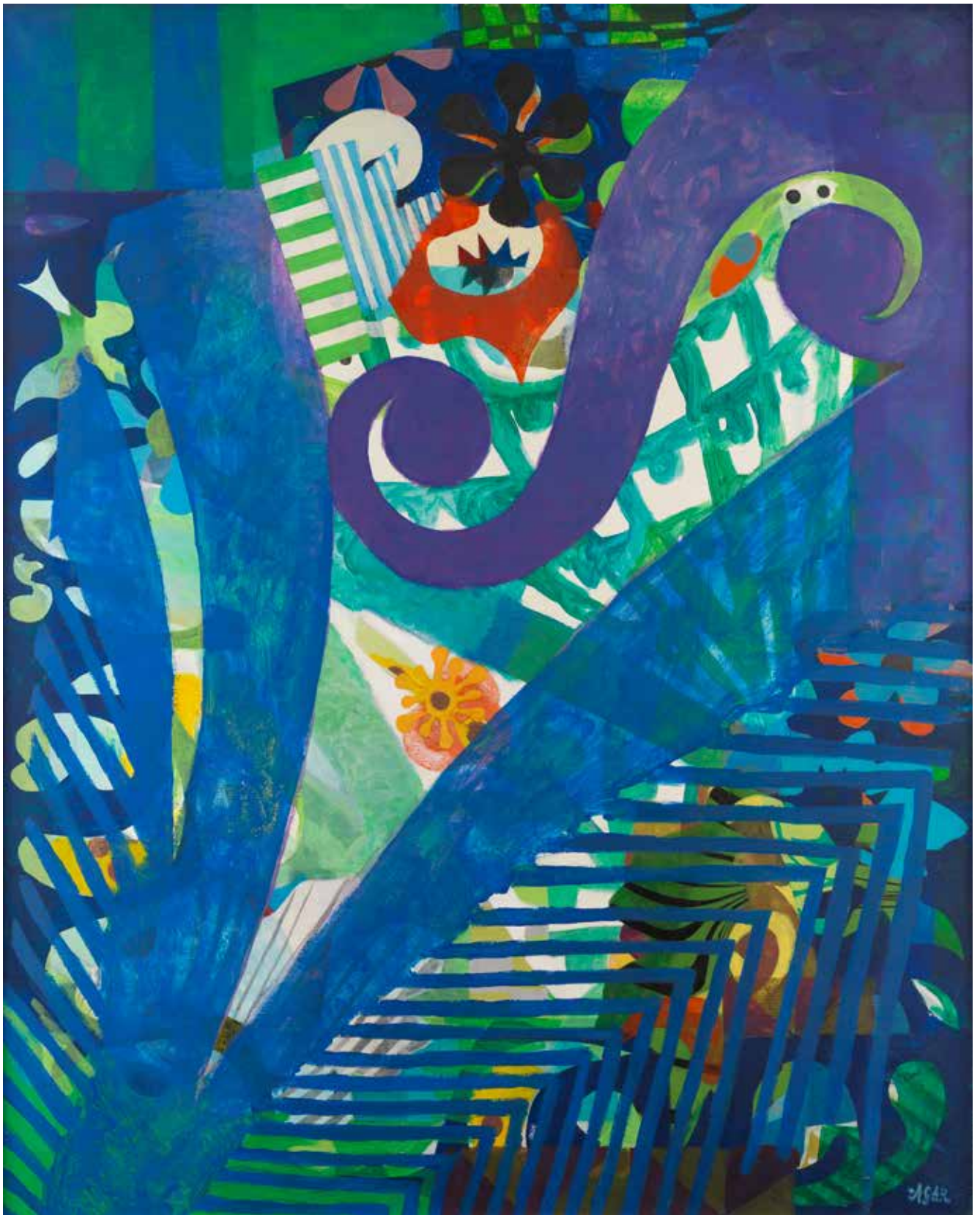
**Provenance**

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

**Exhibited**

Edinburgh, Scottish National Gallery of Modern Art, 18 December  
1999-27 February 2000







83<sup>AR</sup>

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

Magic Lamp, No.24

signed, titled and dated 'Alan Davie/MAGIC LAMP/NO 24/NOV 73'

(verso); titled again 'MAGIC LAMP NO 24' (on the stretcher)

oil on canvas

76.2 x 101.6 cm. (30 x 40 in.)

£7,000 - 10,000

€7,900 - 11,000

\$9,500 - 14,000

#### Provenance

With Gimpel Fils, London, March 1974, where acquired by  
Jacques Bieler

With Gimpel Fils, London, 1990, where acquired by the present owner  
Private Collection, U.K.

#### Exhibited

London, Gimpel Fils, *Alan Davie: Paintings, 1973; A series of small  
oils*, 5-30 March 1974, cat.no.25; this exhibition travelled to New York,  
Gimpel & Weitzenhoffer, 2-27 April and Zurich, Gimpel & Hanover, 31  
May-6 July





84<sup>AR TP</sup>

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

Phantom In The Room No.9

signed, titled and dated twice, 'Alan Davie.71./PHANTOM IN/THE ROOM NO.9/AUG.71' (verso)

oil on canvas

173.4 x 214 cm. (68 1/4 x 84 1/4 in.)

**£15,000 - 20,000**

**€17,000 - 23,000**

**\$20,000 - 27,000**

**Provenance**

With Gimpel Fils, London

With Gimpel & Hanover, Zurich

Sale; Porro & Co, Milan, 29 November 2012, lot 76

**Exhibited**

Edinburgh, Royal Scottish Academy, International Festival 1972, *Alan Davie, Paintings 1952-72*, 19 August-17 September 1972, cat.no.30; this exhibition travelled to Braunschweig, Kunstverein Braunschweig, 5 November-22 December 1972 and Karlsruhe, Badischer Kunstverein, January 1973

Genoa, Galleria d'Arte Rinaldo Rotta, *Alan Davie, Mostra Personale*, November-December 1973

London, Portland Gallery, *Alan Davie, The Eternal Conjurer*, 8 May-June 2014, p.61, cat.no.28 (col.ill.)

**Literature**

Douglas Hall and Michael Tucker, *Alan Davie*, Lund Humphries, London, 1992, cat.no.650



85<sup>AR TP</sup>

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

For The Soul Of A Bird No.13

signed, titled and dated 'Alan Davie/ FOR THE SOUL/ OF A BIRD/ NO.13/MAY 1975' (verso); titled and dated again 'FOR THE SOUL OF A BIRD NO.13/MAY 1975' (on the stretcher)

oil on canvas

122 x 152.5 cm. (48 x 60 in.)

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 20,000

#### Provenance

With Gimpel Fils, London

Private Collection, Germany

Sale; Kunsthaus Lempertz, Cologne, 2 December 2005, lot 114

Sale; Christie's, London, 11 November 2010, lot 143

#### Exhibited

Brussels, Galerie Farber, February 1976

London, New Grafton Gallery, 5 May 1994, cat.no.44

London, Portland Gallery, *Alan Davie, The Eternal Conjurer*, 8 May-5

June 2014, p.63, cat.no.29 (col.ill.)





86<sup>AR TP</sup>

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

Eggs of the Magic Serpent No. 1

signed, titled and dated twice 'Alan Davie 71/EGGS OF THE/MAGIC SERPENT/NO.1/JAN 71' (verso); titled and dated again 'EGGS OF THE MAGIC SERPENT NO1 JAN 1971' (on the stretcher)

oil on canvas

122 x 152.5 cm. (48 x 60 in.)

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 20,000

**Provenance**

With Gimpel Fils, London

With Galleria d'Arte R. Rotta, Geneva

Private Collection, Italy

**Exhibited**

London, Gimpel Fils, *Alan Davie Paintings*, May-June 1971, cat.no.47

87<sup>AR TP</sup>

**BERNARD MEADOWS (1915-2005)**

Head and Shoulders of Augustus

bronze with a green patina (in two parts)

92 cm. (36 1/4 in.) wide

Conceived in 1962-4 in an edition of 6 plus an artist's proof

£25,000 - 35,000

€28,000 - 40,000

\$34,000 - 48,000

**Provenance**

With Gimpel Fils, London

Private Collection, U.K.

**Exhibited**

Venice, British Pavilion, *XXXII Venice Biennale*, 1964 (ill., another cast)

London, Gimpel Fils, *Bernard Meadows Recent Works*, 1995,

cat.no.18 (another cast)

Wiltshire, The Salisbury Festival, *The Shape of the Century – a Survey of British Sculpture*, 1999 (another cast)

London, Gimpel Fils, *Modern British Sculpture*, 2011 (another cast)

London, Alan Wheatley Art, *Modern British Sculpture: Fanning the Flames*, 21 June–20 July 2012, cat.no.20 (another cast)

**Literature**

Alan Bowness, *Bernard Meadows: Sculpture and Drawings*, The Henry Moore Foundation in association with Lund Humphries, London, 1955, cat.no.BM 89, pl.53 (ill.b&w, another cast)

Please note that another cast from the edition is in the collection of the Arts Council, London.

In 1960 Bernard Meadows ceased teaching at Chelsea and took up the position of Professor of Sculpture at the Royal College of Art, generally considered to be the most senior post of its type in the country. It was at this point that the artist stopped making sculptures of birds and crabs, turning instead back to the human figure. The crab motif had exerted a powerful draw during the 1950s and had originated after hours of observation whilst posted on the Cocos Islands with the RAF, which was inundated with different species. The *Armed Busts* that emerged in 1961 are crab-like in their carapace of armour but essentially human in form, emerging after an informative visit to Italy in 1960.

Whilst touring Florence, Meadows was fascinated by Michelangelo's bust of *Brutus* in the Bargello who in the words of the Italian master was 'a beast in human form'. In the following period 1961 to 1965, Meadows focused almost exclusively on re-interpreting Renaissance sculptures he had observed, thus creating some twenty bronzes of varying size. The present work, *Head and Shoulders of Augustus*, is one of the larger amongst the group and depicts the famous Roman Emperor. In the artist's own words, 'the figures are armoured, aggressive, protected, but inside the safety of the shell they are completely soft and vulnerable' (Alan Bowness, *Bernard Meadows, Sculpture and Drawings*, The Henry Moore Foundation in association with Lund Humphries, London, 1955, p.15).





88<sup>AR</sup>

**LYNN CHADWICK R.A. (1914-2003)**

Bird VI

signed with initial, inscribed and numbered 'C 274 1/9 PE'  
(underneath)

bronze with a green patina

80 cm. (31 1/2 in.) long

Conceived in 1958 and cast in 2002

£60,000 - 80,000

€68,000 - 91,000

\$82,000 - 110,000

**Provenance**

The Artist's Estate

With Blain Southern, London, where acquired by the present owner  
Private Collection, France

**Exhibited**

Brussels, British Embassy, *A Private Exhibition of Contemporary British Paintings, Sculptures and Drawings*, April 1958 (another cast)

**Literature**

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund  
Humphries, Aldershot, 2014, p.166, cat.no.274 (ill.b&w, another cast)

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







89<sup>AR</sup>

**LYNN CHADWICK R.A. (1914-2003)**

**Winged Figure**

signed with initial, numbered and dated 'C/76/733/5/8' (on the back of the middle leg)

bronze with a black patina

55.9 cm. (22 in.) high

Conceived in 1976 and cast in the early 1980s

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 27,000

**Provenance**

Sale; Christie's, London, 6 June 2003, lot 40

Private Collection, U.K.

**Literature**

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

Humphries, Farnham, 2014, p.320, cat.no.733 (ill.b&w, another cast)

In the catalogue raisonné for the artist, number 733 is identified as *Two Winged Figures*. It should be noted that only one of the two figures, the male, is offered as the present lot.

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

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.



90<sup>AR</sup>

**LYNN CHADWICK R.A. (1914-2003)**

Maquette VII High Wind

signed with initial and numbered 'C/C23/9/9' (underneath)

bronze with a black patina

30 cm. (11 7/8 in.) high

Conceived in 1984 and cast in 1985

£30,000 - 50,000

€34,000 - 57,000

\$41,000 - 68,000

**Provenance**

The family of the Artist

**Exhibited**

Milan, Galleria Blu, November 1986 (another cast)

**Literature**

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

Humphries, Aldershot, 2014, p.358, cat.no.C23 (ill.b&w, another cast)

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

LYNN CHADWICK R.A.  
(1914 - 2003)

Maquette I Sitting  
Couple on Bench







91<sup>AR</sup>

**LYNN CHADWICK R.A. (1914-2003)**

Maquette I Sitting Couple on Bench

numbered and dated 'C10S./8/9.1985' (on the underside of the female figure); further numbered and dated again 'C10S.8/9.1985.' (on the underside of the male figure); and numbered and dated again 'C10S.8/9.1985.' (on the underside of the bench)

bronze with a black patina and polished faces seated on a bronze bench (in three parts)

40.7 cm. (16 in.) wide

Conceived in 1984 and cast in 1987

**£100,000 - 150,000**

**€110,000 - 170,000**

**\$140,000 - 200,000**

**Provenance**

The family of the Artist

**Exhibited**

London, Marlborough Fine Art, *Chadwick: Recent Sculpture*, 31 October-7 December 1984 (another cast, ill.)

**Literature**

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Aldershot, 2014, p.350, cat.no.C10S

When thinking about partnerships reproduced in bronze and where Henry Moore is renowned for his lifelong celebration of mother and child, it must be said that Lynn Chadwick focussed his attention on the male and female romantic couple.

Throughout his career, he conceived of them in a multitude of forms, finishes and poses. Beginning in the 1950s, they were youthful 'Dancing figures' and 'Teddy boys and girls' who gave way to the 'Watchers' of the 60s. Sometimes they were 'conjoined' or bound together with wings and cloaks and sometimes they were placed apart, a couple still but independent from one another. Nearly always, however, they were standing. It was not until the 1970s that Chadwick's couples began to rest and could be found sunk to the floor, sitting or reclining. Occasionally at this point they were positioned on what the artist himself termed 'bases', solid square shapes that functioned more as platforms for presentation than genuine seats. A decade later, in the 1980s, Chadwick first introduced the concept of a realistic bench to his couples and the monumental *Couple on Seat* (1984, a cast of which can be found at Cabot Square, Canary Wharf, London), show the pair sitting quietly on a simple and instantly familiar bench. In juxtaposing his typically esoteric figures with such an everyday object, the artist succeeds in making the whole more naturalistic, more real. Suddenly, these otherworldly people with no facial features and geometric heads become an actual couple, they could be you or I pausing on a park stroll with our partner.

The present work is a wonderfully tender example of this. Here, the male and female are positioned side by side, elevated from the ground on their humble bench. This couple is far more naturalistic than later examples such as *Back to Venice* (1988, Collection of the British Council), their cloaks pool around them and the swelling of the female's belly and intimate angles of their legs leaning toward each other reinforces the powerfully human subject. Offered with unbroken provenance from the artist himself, the figures in the present lot are separate to each other and also from their seat and therefore can be nestled closer or afforded greater space, as the viewer chooses.

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





92<sup>AR</sup>

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

Green Grapes

oil on canvas (oval)

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

Painted in 1985

£7,000 - 10,000

€7,900 - 11,000

\$9,500 - 14,000

#### Provenance

With Artis, Monte-Carlo, where probably acquired by the family of the present owner

Private Collection, U.K.





93<sup>AR</sup>

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

Crucifixion VI

oil on canvas

30.5 x 24.8 cm. (12 x 9 3/4 in.)

Painted in 1983

£18,000 - 25,000

€20,000 - 28,000

\$24,000 - 34,000

**Provenance**

With David Grob Ltd, London, where probably acquired by the family  
of the present owner  
Private Collection, U.K.

94\* AR

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

Poinsettia Plant Still-Life

oil on canvas

56 x 45.5 cm. (22 x 18 1/8 in.)

Painted in 1967

**£25,000 - 35,000**

**€28,000 - 40,000**

**\$34,000 - 48,000**

**Provenance**

With Marlborough Fine Art, London, 1968, where acquired by

The Collection of the Late Michael Hobbs OAM, Sydney

**Exhibited**

London, Serpentine Gallery, *Craigie Aitchison Paintings, 1953-1981*, 1 December 1981-24 January 1982, cat.no.39; this exhibition travelled to Nottingham, Midland Group, 6 February-7 March, Portsmouth, City Museum and Art Gallery, 7 April-16 May, Milton Keynes, Central Library Exhibition Gallery, 26 May-26 June and Bolton, Museum and Art Gallery, 3 July-7 August



95<sup>AR</sup>

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

Indian Crucifixion

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

oil on canvas

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

**£50,000 - 70,000**

**€57,000 - 79,000**

**\$68,000 - 95,000**

**Provenance**

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

**Exhibited**

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

**Literature**

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

The crucifixion motif first appeared in Craigie's work as far back as the late 1950s, inspired by his visits to altarpieces in Italian churches, and they became his most recognised and frequent subject in the following decades, critically acclaimed and with broad commercial appeal. Other British artists of the period tackled this subject, including Graham Sutherland, but only Craigie embraced it in an almost obsessive way. The present work was painted in 1999 and during a revelatory visit to India to stay with Anthony and Sabrina Fry in Fort Cochin, Kerala. Anthony Fry recalls, 'We put ice-packs on his head and gave him fans and he was fine. In retrospect it was a very important trip for him to have done' (Cate Haste, *Craigie Aitchison, A Life in Colour*, Lund Humphries, Farnham, 2014, p.186).

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

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





96\* AR

**TONY BEVAN R.A. (BORN 1951)**

Hand to Head

signed and inscribed 'Bevan/PC9117' (verso)

acrylic and powdered pigment on canvas

*80.5 x 75.7 cm. (31 5/8 x 29 3/4 in.)*

Painted in 1991

**£12,000 - 18,000**

**€14,000 - 20,000**

**\$16,000 - 24,000**

**Provenance**

With L.A. Louver Inc., Los Angeles, 30 July 1992, where acquired by  
the present owner

Private Collection, U.S.A.



97<sup>AR</sup>

**SIR PETER BLAKE (BORN 1932)**

Memories of Place, Paris

signed, inscribed and titled, 'Memories of Place, 'Paris'. A walk through the Tuilery [sic] gardens, from Place/de le Concorde to the Louvre. Peter Blake' (lower edge)

collage and mixed media

31.4 x 26.3 cm. (12 3/8 x 10 3/8 in.)

Executed in 2005

**£10,000 - 15,000**

**€11,000 - 17,000**

**\$14,000 - 20,000**

**Provenance**

The Artist

With Peter Nahum at The Leicester Galleries

Sale; Dreweatts, Newbury, 24 February 2009, lot 216

Private Collection, U.K.

**Exhibited**

London, Waddington Galleries, *Peter Blake 1-10 (Collages, Constructions, Drawings & Sculpture) & The Marcel Duchamp Paintings*, 19 October-12 November 2005, p.46, cat.no.8a







98\* AR

**FRANK AUERBACH (BORN 1931)**

Study for "To the Studios"

signed, titled and dated "Study for/"To the Studios" 1977/Frank Auerbach" (verso)

black felt tip

29.2 x 34.3 cm. (11 1/2 x 13 1/2 in.)

£6,000 - 8,000

€6,800 - 9,100

\$8,200 - 11,000

**Provenance**

With Marlborough Fine Art, London

With Rex Irwin, Sydney

David Barry, Brisbane

With Rex Irwin, Sydney

The Collection of the Late Michael Hobbs OAM, Sydney

**Exhibited**

Sydney, Rex Irwin, *Important Drawings, Prints and Ceramics*, 2008





99<sup>AR</sup>

**DAVID HOCKNEY (BORN 1937)**

After Dinner

signed and inscribed 'after dinner/drawn by David H.' (lower right)

pen and ink

40.6 x 50.7 cm. (16 x 20 in.)

Executed circa 1969-70

**£10,000 - 15,000**

**€11,000 - 17,000**

**\$14,000 - 20,000**

**Provenance**

The Artist, from whom acquired by

Rudi van Dantzig, thence by descent to

Toer van Schayk, by whom gifted to the present owner

Private Collection, France

We are grateful to David Hockney Inc. for their assistance in cataloguing this lot.



100<sup>AR</sup>

**DAVID HOCKNEY (BORN 1937)**

Two masks for Stravinsky's 'Le Rossignol' Opera  
acrylic on canvas (oval)

17.7 x 12.5 cm. (7 x 4 7/8 in.) each

Painted in 1982

(2)

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 20,000

**Provenance**

The Artist, 1982, from whom acquired by

Mo McDermott, from whom acquired by the present owner

Private Collection, U.K.



These paintings were made by David Hockney as mask designs for a production of Stravinsky's 'Le Rossignol' performed at the Metropolitan Opera House, New York in 1982. In 1975, John Cox – the Director of productions at Glyndebourne from 1972-1981 - was invited to direct a new version of Stravinsky's *The Rake's Progress* and commissioned Hockney to design the set. The artist had no previous experience in this but Cox felt he would have 'an instinctive understanding of the material'. This was to be the artist's first foray into the world of opera but not the last. Further invitations came from The Met (as in the present work), Lyric Opera Chicago and The Royal Opera House, London, among others.

We are grateful to David Hockney Inc. for their assistance in cataloguing this lot.



‘I have to bring the square to life, to give it another dimension, within the limitations of its own linear rectangularity. Whatever division you give it or whatever movement you superimpose, it still retains and remains the square. You must come to terms with that.’

Victor Pasmore, 1964

101<sup>AR</sup>

**VICTOR PASMORE R.A. (1908-1998)**

Blue Development No.2

signed, further signed with initials and dated ‘Victor Pasmore/64/VP.’ (verso)

oil and ink on board

45.8 x 47.7 cm. (18 x 18 3/4 in.)

£20,000 - 30,000

€23,000 - 34,000

\$27,000 - 41,000

**Provenance**

With Marlborough Fine Art, London, 4 June 1964, where acquired by the previous owner  
Private Collection, U.K.

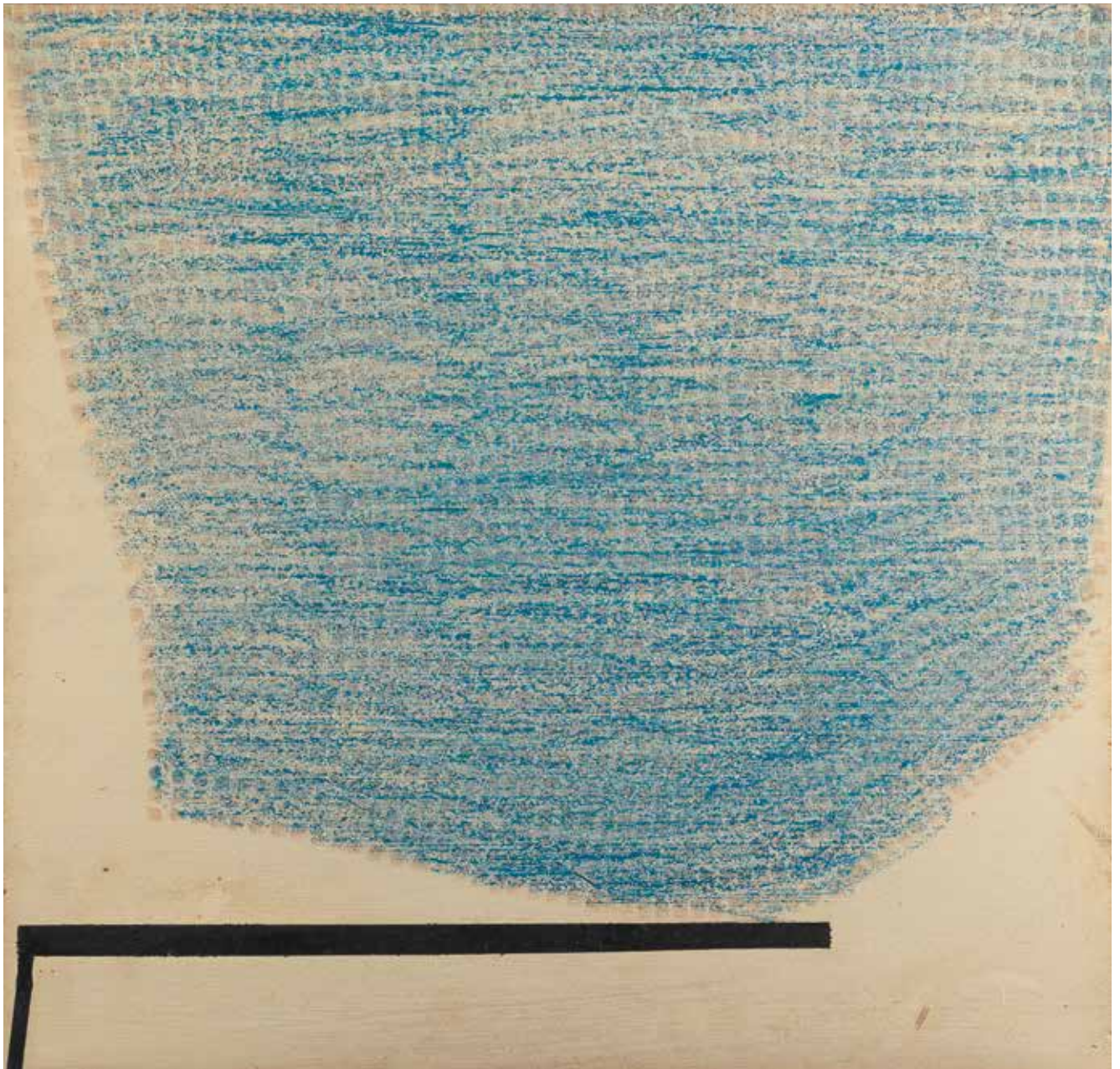
*Blue Development No.2* was painted in 1964, the same year Victor Pasmore was awarded the Carnegie Prize for painting at Pittsburgh International with Pierre Soulages. By now he was a well-established and respected abstract artist, able to make a living from his work, having left teaching at the University of Durham behind him in 1961 following a contract with Marlborough Fine Art the same year.

He had spent the 1950s and early 1960s making painted relief constructions, but as the decade progressed and his exhibitions at Marlborough proved, it was easier to sell his two-dimensional work. In 1965 he was afforded a major retrospective at the Tate and the following year he purchased a house on Malta with his wife, where he developed his fascination with the colour blue.

In *Blue Development No.2* we see Pasmore’s characteristic use of the solid black line, used here as a horizontal towards the lower edge of the composition to support the field of blue above. This was a motif prevalent in Pasmore’s work during the early 1960s and was quite probably influenced by a significant visit he made to Joan Miro in Majorca where the Spanish Master impressed the importance of line on him. With his constructions now taking lesser prominence Pasmore turned to painting again. In this beautifully simple design he has laid down a thin mosaic of vertical dabs onto the neutrally coloured board, over which a thin horizontal wash of blue has been applied to create a translucent effect, similar to that experienced when viewing water from above.

Alastair Grieve has recently reminded us of the significance and enjoyment which Pasmore re-discovered with painting, the same year *Blue Development No.2* was executed:

‘In his landmark article in *Studio International*, June 1964, entitled “Victor Pasmore. The home-coming to paint”, Charles Spencer recorded questioning the artist about his increased involvement in painting. Pasmore answered: “I now realise that I am a painter, and quite content to paint. I’m prepared to accept that my own bent and training is not as a sculptor or architect. I’m returning to paint because I find I can go further with it.” (Alastair Grieve, *Victor Pasmore, Towards a New Reality*, Lund Humphries, London, 2016, p.79).











103<sup>AR</sup>

**PATRICK CAULFIELD (1936-2005)**

Untitled

household paint and silver paint on board

76 x 99.2 cm. (29 7/8 x 39 1/8 in.)

Painted *circa* 1959-60

**£15,000 - 20,000**

**€17,000 - 23,000**

**\$20,000 - 27,000**

**Provenance**

The Artist, from whom acquired by

Private Collection, U.K.

Their sale; Bonhams, London, 28 May 2014, lot 112, where acquired

by the present owner

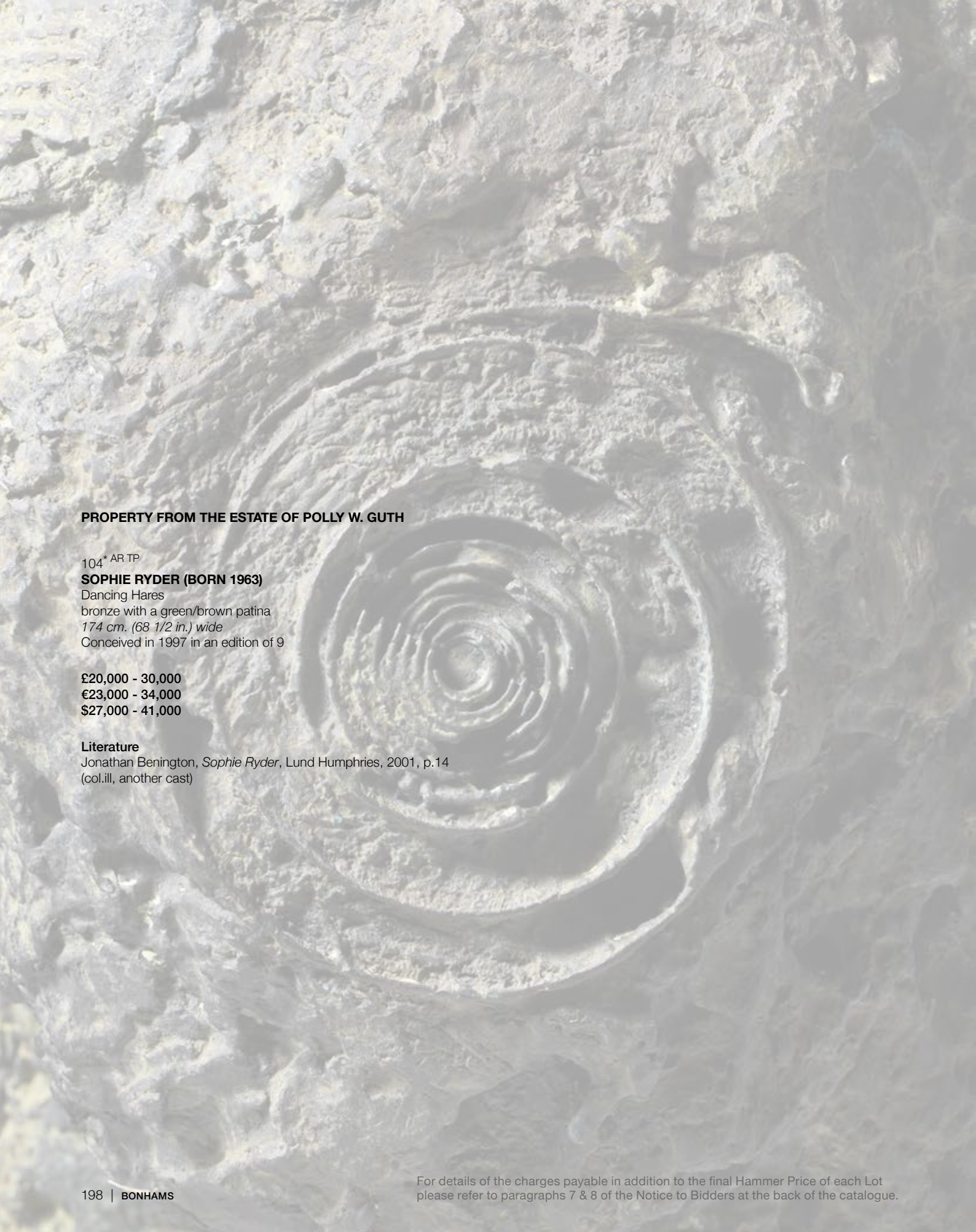
Private Collection, U.K.

The present lot is accompanied by copies of letters from Pauline Caulfield and Peter Ward, discussing the work.

Patrick Caulfield attended the Chelsea Collage of Art between 1956 and 1960. During this period the young Caulfield, like many of his fellow students, experimented with various approaches under a number of influences both domestic and international. Key amongst these were the New York School Painters whose work Caulfield had encountered at the Tate Gallery's 1959 exhibition *The New American Painting*. Here Caulfield found particular affinity with the paintings of Philip Guston, and his own work began to mimic that of this American titan. However, as his time at Chelsea came to an end Caulfield's approach underwent a noticeable shift. He began to work in readily available materials such as household paints and masonite board to counterbalance increasingly academic underpinnings within his work. He adopted simplified imagery, suggestive of objects or iconography not dissimilar to that of his tutor Prunella Clough or Stuart Davis (whose work Caulfield had encountered at the Tate's 1956 exhibition *Modern Art* in the United States).

This new approach may be considered as formative to distinctive, flatly painted iconographic imagery which was to become the lynchpin of his mature style. It may also be supposed that the ecclesiastic form suggested in the central component of *Untitled* is a precursor of a subject further explored in a group of works, painted in 1967, which include *Battlements* (Tate Gallery), *Stained Glass Window* (Musée National d'Histoire et d'Art, Luxembourg) and *Parish Church* (The Scottish National Gallery of Modern Art).





**PROPERTY FROM THE ESTATE OF POLLY W. GUTH**

104\* AR TP

**SOPHIE RYDER (BORN 1963)**

Dancing Hares

bronze with a green/brown patina

174 cm. (68 1/2 in.) wide

Conceived in 1997 in an edition of 9

£20,000 - 30,000

€23,000 - 34,000

\$27,000 - 41,000

**Literature**

Jonathan Benington, *Sophie Ryder*, Lund Humphries, 2001, p.14  
(col.ill, another cast)





## MODERN BRITISH & IRISH ART

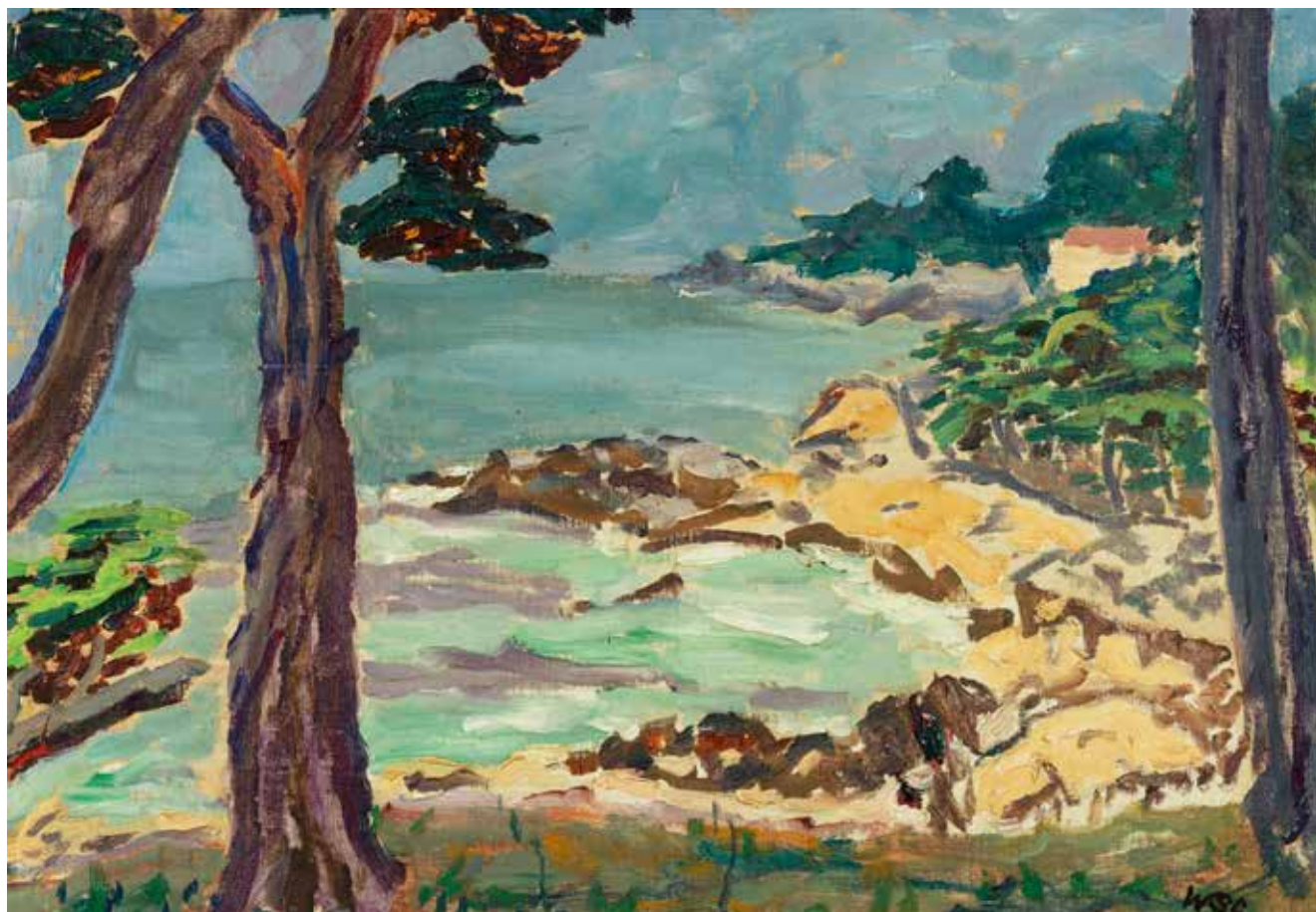
Wednesday 14 November 2018  
New Bond Street, London

**SIR WINSTON SPENCER  
CHURCHILL O.M., HON. R.A.  
(1874-1965)**

*The Riviera, a Sketch*  
signed with initials 'WSC' (lower right)  
oil on canvas board  
35.4 x 50.8 cm. (12 x 13 7/8 in.)  
Painted circa 1930  
**£100,000 - 150,000 \***

**CLOSING DATE FOR ENTRIES**  
Friday 5 October 2018

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**MODERN BRITISH  
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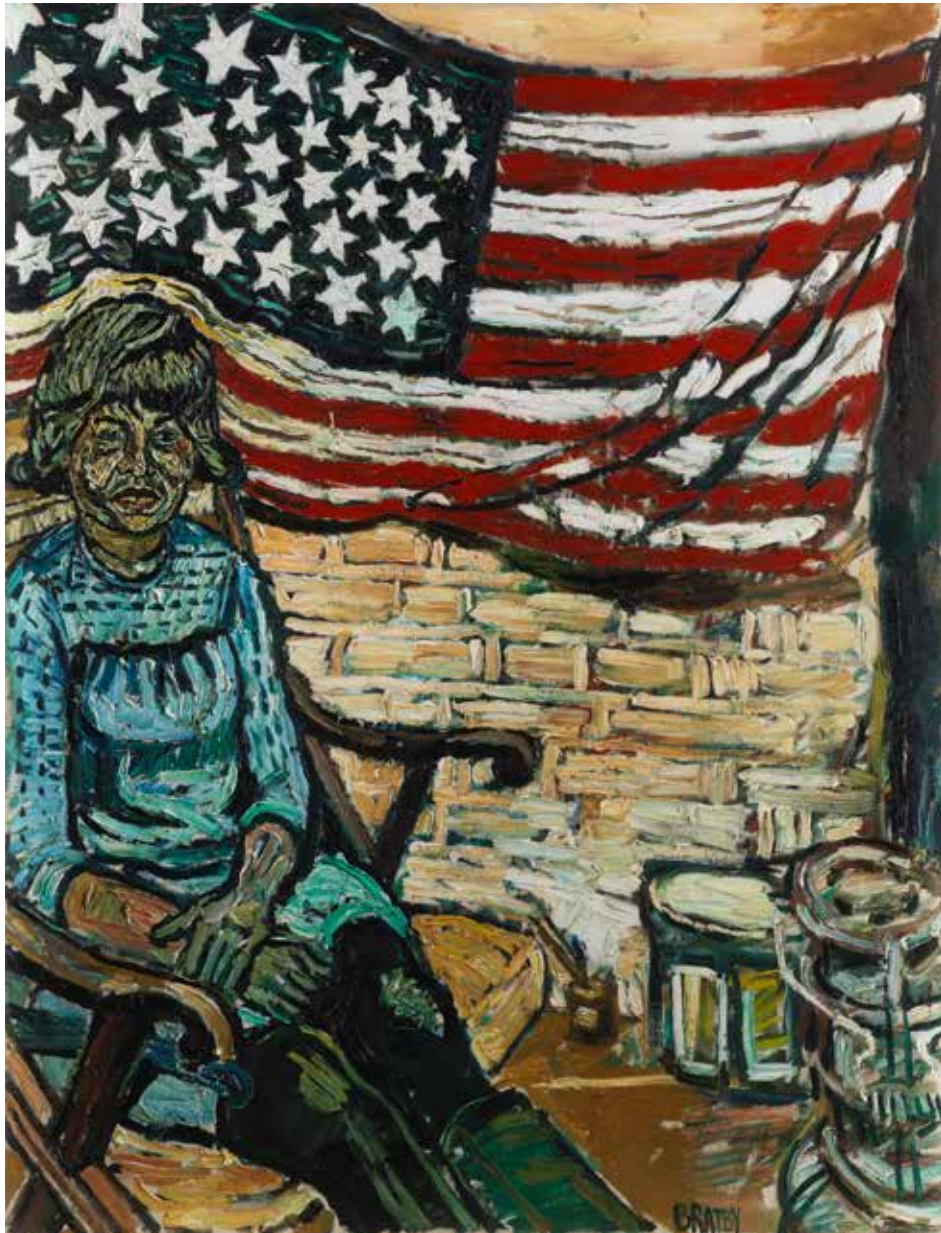
Tuesday 10 July 2018  
Knightsbridge, London

**John Bratby R.A.  
(British, 1928-1992)**

*Sophia Brown in Blue Dress*  
oil on canvas  
£5,000 - 7,000 \*

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VICTORIAN & BRITISH  
IMPRESSIONIST ART**

Wednesday 26 September 2018  
New Bond Street, London

**HAROLD HARVEY  
(British, 1874-1941)**

*On the sands*

signed and dated 'Harold.

Harvey.19' (lower left)

oil on canvas

41 x 40.5cm (16 1/8 x 15 15/16in).

£20,000 - 30,000 \*

**CLOSING DATE FOR ENTRIES**

Friday 10 August 2018

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## SCOTTISH ART

Wednesday 10 October 2018  
Edinburgh

**Entries now invited**

**FRANCIS CAMPBELL BOILEAU  
CADELL RSA RSW (1883-1937)**

'The Model – Peggy Macrae'  
signed and dated 'F.C.B. Cadell 1911.'  
(lower left)

oil on canvas

76.5 x 63.6 cm. (30 x 25 in.)

£150,000 - 200,000 \*

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+44 (0)131 240 2297

chris.brickley@bonhams.com



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+852 3607 0004

**UNITED KINGDOM**

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

Montpelier Street •  
London SW7 1HH  
+44 20 7393 3900  
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austria@bonhams.com

**Belgium**  
Boulevard  
Saint-Michel 101  
1040 Brussels  
+32 (0) 2 736 5076  
belgium@bonhams.com

**France**  
4 rue de la Paix  
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paris@bonhams.com

**Germany - Cologne**  
Katharina Schmid  
+49 (0) 221 9865 3419  
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cologne@bonhams.com

**Germany - Munich**  
Maximilianstrasse 52  
80538 Munich  
+49 (0) 89 2420 5812  
munich@bonhams.com

**Germany - Stuttgart**  
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New Bridge Offices  
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+49 (0) 711 2195 2640  
stuttgart@bonhams.com

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

**Ireland**  
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Dublin 2  
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ireland@bonhams.com

**Italy - Milan**  
Via Boccaccio 22  
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+39 0 2 4953 9020  
milan@bonhams.com

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Via Sicilia 50  
00187 Roma  
+39 06 485 900  
rome@bonhams.com

**The Netherlands**  
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+31 (0) 20 67 09 701  
amsterdam@bonhams.com

**Portugal**  
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nº160. 1º  
Belem  
1400-031 Lisbon  
+351 218 293 291  
portugal@bonhams.com

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

**Spain - Madrid**  
Núñez de Balboa no 4-1C  
28001 Madrid  
+34 915 78 17 27  
madrid@bonhams.com

**Sweden**  
Ingrid Bjäringer  
+46 (0)709 79 90 07  
sweden@bonhams.com

**Switzerland - Geneva**  
Rue Etienne-Dumont 10  
1204 Geneva  
+41 (0) 22 300 3160  
geneva@bonhams.com

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

**MIDDLE EAST**

**Israel**  
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+972 (0)54 553 5337  
joslynn.halibard@  
bonhams.com

**NORTH AMERICA**

**USA**

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

**Los Angeles •**  
7601 W. Sunset Boulevard  
Los Angeles  
CA 90046  
+1 (323) 850 7500  
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580 Madison Avenue  
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10022  
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Representatives:  
**Arizona**  
Terri Adrian-Hardy  
+1 (602) 859 1843  
arizona@bonhams.com

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**Central Valley**  
David Daniel  
+1 (916) 364 1645  
sacramento@bonhams.com

**California**  
**Palm Springs**  
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palm Springs@bonhams.com

**California**  
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Brooke Sivo  
+1 (760) 567 1744  
sandiego@bonhams.com

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

**Florida**  
April Matteini  
+1 (305) 978 2459  
florida@bonhams.com

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

**Illinois**  
Ricki Blumberg Harris  
+1 (773) 267 3300  
chicago@bonhams.com

**Massachusetts**  
Amy Corcoran  
+1 (617) 742 0909  
boston@bonhams.com

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

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

**Oregon**  
Sheryl Acheson  
+1 (971) 727 7797  
oregon@bonhams.com

**Texas**  
Amy Lawch  
+1 (713) 621 5988  
texas@bonhams.com

**Virginia**  
Gertraud Hechl  
+1 (202) 422 2733  
virgina@bonhams.com

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

**Washington DC**  
**Mid-Atlantic Region**  
Gertraud Hechl  
+1 (202) 422 2733  
washingtonDC  
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**CANADA**

**Toronto, Ontario •**  
Kristin Kearney  
340 King St East  
2nd Floor, Office 213  
Toronto ON  
M5A 1K8  
+1 (416) 462 9004  
info.ca@bonhams.com

**Montreal, Quebec**  
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beijing@bonhams.com

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435 Orchard Road  
Singapore 238877  
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**Taiwan**  
37th Floor, Taipei 101 Tower  
No. 7 Xinyi Road, Section 5  
Taipei, 100  
+886 2 8758 2898  
+886 2 8758 2897 fax  
taiwan@bonhams.com

**AUSTRALIA**

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

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

**AFRICA**

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

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

## 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.

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

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

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

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

## 8. VAT

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

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

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

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

## 9. PAYMENT

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

## Bonhams' preferred payment method is by bank transfer.

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

Bank: National Westminster Bank Plc  
Address: PO Box 4RY  
250 Regent Street  
London W1A 4RY  
Account Name: Bonhams 1793 Limited Trust Account  
Account Number: 25563009  
Sort Code: 56-00-27  
IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

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

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

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

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

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

## 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](http://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](mailto:info@bonhams.com)

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* Website, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 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.



<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>	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 Sale of Goods Act 1979 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> ,		
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 Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	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.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;			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.
8.1.6	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;	9.3.2	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;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;			10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	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.
8.1.9	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			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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.	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	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> .
8.2	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.			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
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.	<b>10</b>	<b>MISCELLANEOUS</b>	<b>11</b>	<b>GOVERNING LAW</b>
		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.

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>		
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> ):	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.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
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;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>
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.
		<b>9</b>	<b>FORGERIES</b>
		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> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		<b>10</b>	<b>OUR LIABILITY</b>
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		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 <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	<b>BOOKS MISSING TEXT OR ILLUSTRATIONS</b>  Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:  the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and  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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and  within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .  but not if:  the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .  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 <i>Lot</i> , all rights and benefits under this paragraph will cease.	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	<b>MISCELLANEOUS</b>		12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
12.1	You may not assign either the benefit or burden of this agreement.		13	<b>GOVERNING LAW</b>  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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
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.			<b>DATA PROTECTION – USE OF YOUR INFORMATION</b>  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 <i>Website</i> 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.
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.			<b>APPENDIX 3</b>  <b>DEFINITIONS AND GLOSSARY</b>  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.
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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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.			<b>LIST OF DEFINITIONS</b>  "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i> ). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.			



“**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](http://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.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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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](http://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](mailto:info@bonhams.com).

## 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 13 June 2018
Sale no. 24593	Sale venue: New Bond Street
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.	
<b>General Bid Increments:</b>	
£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s
£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s
£500 - 1,000 .....by 50s	£50,000 - 100,000 .....by 5,000s
£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s
£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion
£5,000 - 10,000 .....by 500s	
The auctioneer has discretion to split any bid at any time.	
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
Preferred number(s) in order for Telephone Bidding (inc. country code)	
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](mailto:bids@bonhams.com)

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

UK/01/18













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**Bonhams**

101 New Bond Street  
London  
W1S 1SR

+44 (0) 20 7447 7447  
+44 (0) 20 7447 7400 fax

