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Modern British and Irish Art

New Bond Street, London | 1 July 2020











Modern British and Irish Art

New Bond Street, London | Wednesday 1 July 2020 at 2pm

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Friday 26 June
10am to 5pm
Saturday 27 June
(by appointment)
Sunday 28 June
(by appointment)
Monday 29 June
10am to 5pm
Tuesday 30 June
10am to 5pm
Wednesday 1 July
10am to 12pm

SALE NUMBER

25852

CATALOGUE

£25.00

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Front cover: Lot 5
Back cover: Lot 58
Inside front cover: Lot 43
Opposite page: Lot 41
Inside back cover: Lot 42

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1 AR

DUNCAN GRANT (1885-1978)

Reclining Nude with Fan
thrice signed indistinctly 'Duncan Grant' (verso)
oil and charcoal on paper laid on panel
57.2 x 77 cm. (22 1/2 x 30 1/4 in.)

£5,000 - 7,000

€5,600 - 7,900

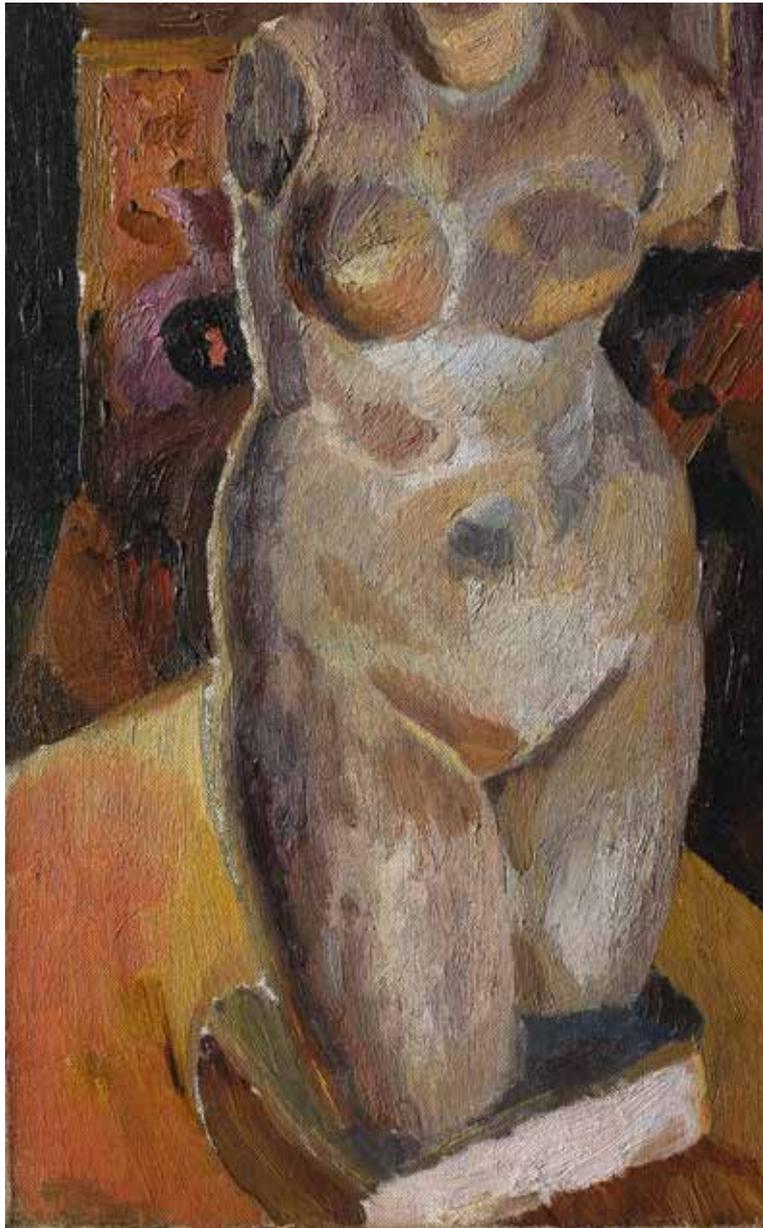
US\$6,300 - 8,800

Provenance

Clarissa Roche, from whom acquired by the present owner
Private Collection, U.K.

This characteristic classical figure was almost certainly made as a study for a decorative project and dates to 1932-35.

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



2 AR

DUNCAN GRANT (1885-1978)

The Plaster Cast - Venus

oil on canvas

42 x 26.5 cm. (16 1/2 x 10 1/2 in.)

£12,000 - 18,000

€13,000 - 20,000

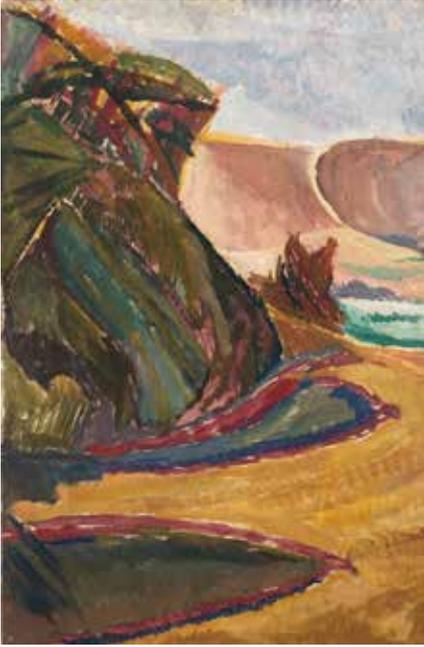
US\$15,000 - 23,000

Provenance

Clarissa Roche, from whom acquired by the present owner
Private Collection, U.K.

This plaster cast was at 46 Gordon Square, home of Clive and Vanessa Bell, where Grant also painted in Bell's studio. The cast features in a number of Grant's paintings around 1918-19.

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



Verso

3 AR

DUNCAN GRANT (1885-1978)

Study of Vanessa Bell Painting

signed with initials 'DG' (lower right)

oil on board

61.3 x 41 cm. (24 1/8 x 16 1/8 in.)

With a landscape work painted verso by the same hand, c.1913/14

£20,000 - 30,000

€22,000 - 34,000

US\$25,000 - 38,000

Provenance

With Anthony d'Offay, London

With Bloomsbury Workshop, London, where acquired by the present owner
Private Collection, U.K.

This is one of many studies made by Duncan Grant for a large complex painting called *Interior* showing the dining room at Charleston in c.1918. According to Bell in a letter to Roger Fry, Grant painted the work from sketches and studies such as this. Bell is painting a still life of apples, seated on a window seat with her canvas on a chair making do as an easel. To the right in the painting, David Garnett is writing at the table. A large fluent watercolour of the scene was with the Bloomsbury Workshop. For a full account of the painting (now in the Ulster Museum, Belfast), see Richard Shone, *Bloomsbury Portraits. Vanessa Bell, Duncan Grant and their Circle*, Phaidon, London, 2nd edition, 1993, p.173, col.pl.126.

The landscape on the back is probably part of a larger work which Grant discarded. It dates to c.1913-14 and was painted in the Downs near Asheham House where he painted a great deal at that time.

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



**PROPERTY FROM THE COLLECTION OF PATRICIA NICHOL BARNES,
EVANSTON, ILLINOIS AND LONDON**

4 AR

VANESSA BELL (1879-1961)

Self Portrait

signed with initials, inscribed and dated 'VB/Self Portrait/50?'

(in Duncan Grant's hand, verso)

oil on canvas

42 x 31 cm. (16 1/2 x 12 1/4 in.)

Painted circa 1952

£20,000 - 30,000

€22,000 - 34,000

US\$25,000 - 38,000

Provenance

With Adams Gallery, London, 1961, where purchased by

Cyril Connolly

Sale; Christie's, London, 1 July 1993, lot 22

Sale; Christie's, London, 11 March 1994, lot 117

Private Collection, U.K.

Exhibited

London, Adams Gallery, *Exhibition of Paintings by Vanessa Bell*, October 1961, cat.no.39

London, Belgrave Gallery, *British Post-Impressionist and Moderns*, February-March 1985, cat.no.1

London, National Portrait Gallery, *Mirror, Mirror: Self Portraits by Women Artists*, 12 September

2001-20 January 2002; this exhibition travelled to Leeds, Leeds City Art Gallery, 18 April-9

June, Bath, Victoria Art Gallery, 22 June-1 August and Canterbury, Royal Museum & Art Gallery,

7 September-2 November 2002

London, Dulwich Picture Gallery, *Vanessa Bell*, 8 February-4 June 2017

Literature

Richard Shone, *The Art of Bloomsbury, Roger Fry, Vanessa Bell and Duncan Grant*,

Tate Gallery Publishing, London, 1999, p.236, fig.133 (ill.b&w.)

Sarah Milroy & Ian A.C. Dejaridin, *Vanessa Bell*, Philip Wilson Publishers, London, 2017,

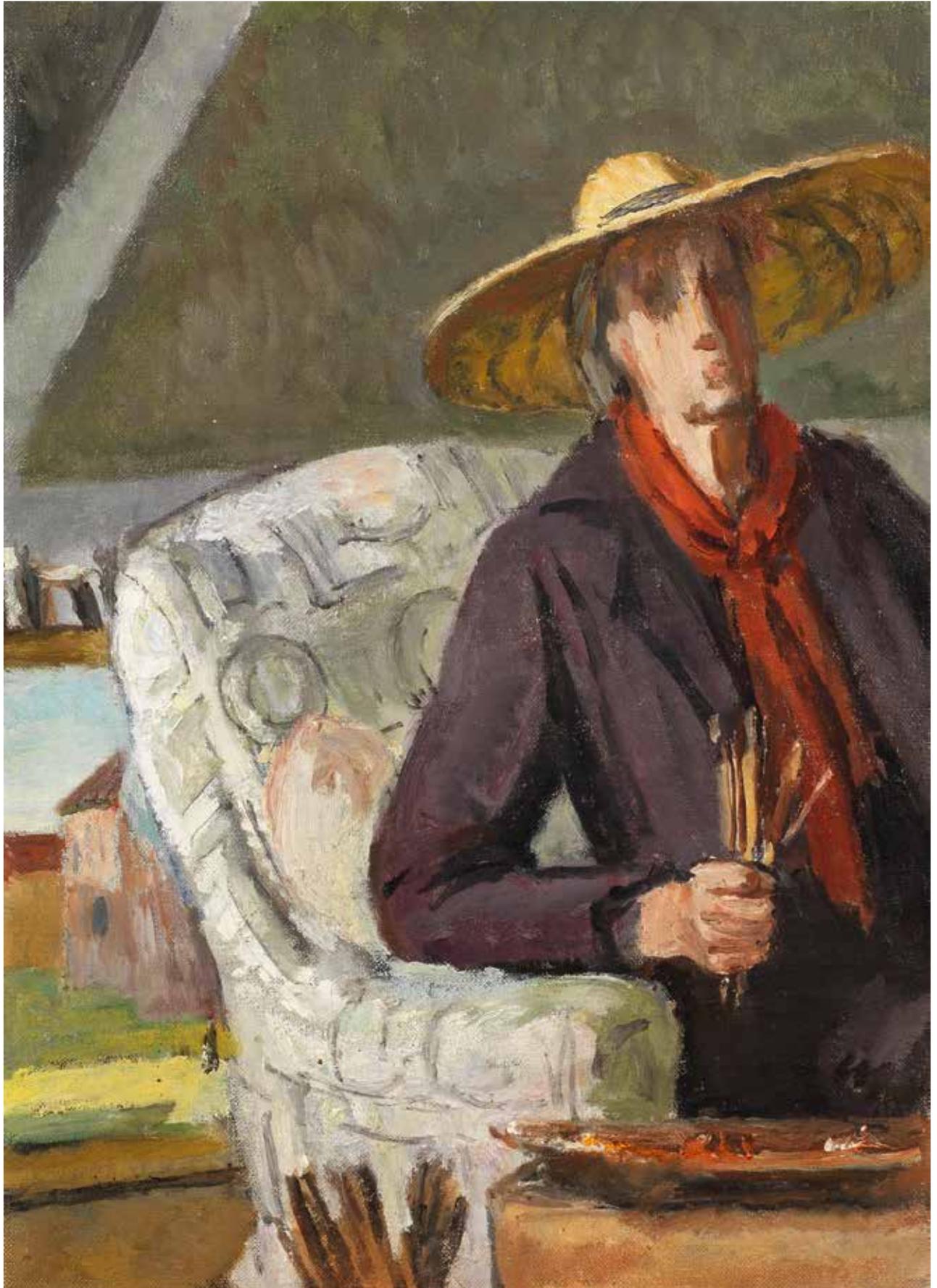
pp.178-9 (col.ill)

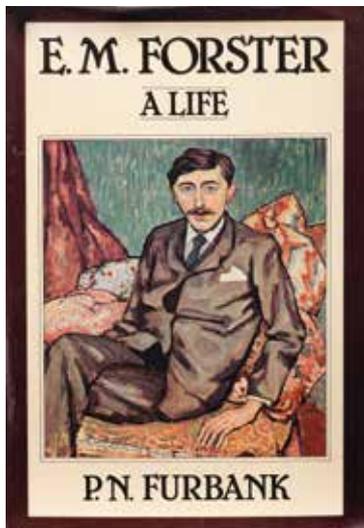
There are five extant self-portraits by Vanessa Bell dating from her last decade. All in their ways are revealing of her gradual withdrawal from the world as she confronts herself in her attic studio at Charleston. To anyone who knows something of Bell's character and art they can be mined for their biographical and aesthetic disclosures on several levels. For anyone knowing nothing of her, they might strike a chord of detachment, painted in a modest, even tentative style, the brushwork behaving itself in front of her watchful presence. The tonal range is quite low; it is warm but not effusive; the drawing is soft-edged, following but not emphasising the contours. Here she is, in her studio beneath the eaves in the near silence of Charleston's second floor, among the few sounds, those barely audible ones of the painter's activity – the unscrewing of a paint tube, the exchange of brushes, the mixing of oil and turpentine. It was up here that, as her daughter Angelica said, 'she was in heaven'.

The present *Self-portrait* contains paintbrushes, a plate for a palette and a framed painting by the artist, probably an Italian townscape, leaning against shelving behind her. The chair is covered in the fabric Bell had designed for Alan Walton's company in the early 1930s. A beam at top left shows the sharp slope of the studio ceiling; the room is lit from a long window overlooking Charleston's walled garden.

Bell wears a broad sunhat to temper the distraction of light above her: when one is seated in her studio, there is only sky to be seen through the window. The hat shades her face whose features are indicated rather than spelt out, much as she had done forty years before in several portraits and figures. She looks extraordinarily like Virginia Woolf in her well-known painting of her sister in a deckchair of c.1912. Some commentators have read this near-blankness as deliberate self-effacement but this goes against what we know of her personality and aesthetic. She was never a 'symbolic' painter; she did not aim to convey states of mind or make the viewer alert to some psychological undertow (though this is not absent from some of her works). It is from her manner of painting, her choice of subject and colour scheme, her refusal to be drawn away from what she sees in front of her that we can deduce, especially in this painting, those elements of reticence, modesty and watchfulness that characterise her work, 'steeped in emotion deep but contained' as her friend and admirer Dunoyer de Segonzac wrote of her.

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





5 *

ROGER FRY (1866-1934)

Portrait of E.M. Forster
oil on canvas
73 x 60 cm. (28 1/4 x 23 5/8 in.)
Painted in 1911

£30,000 - 50,000

€34,000 - 56,000

US\$38,000 - 63,000

Provenance

The Artist
Edward Morgan Forster (1879-1970)
Florence Barger, thence by family descent
With Anthony d'Offay Gallery, London, 1984
Private Collection, U.S.A.

Exhibited

London, Alpine Club Gallery, *Paintings and Drawings by Roger Fry*, January 1912, cat.no.2 (as *A Novelist*)
London, Arts Council, The Arts Council Gallery, *Vision and Design: The Life, Work and Influence of Roger Fry*, 17 March-16 April 1966, cat.no.10; this exhibition travelled to Nottingham, University Art Gallery, 27 April-22 May, Leeds, City Art Gallery, 28 May-18 June, Newcastle upon Tyne, Laing Art Gallery, 25 June-16 July, Manchester, City Art Gallery, 23 July-13 August 1966
London, Courtauld Institute Gallery, *Portraits by Roger Fry*, 18 September-14 October 1976, cat. no.6, pl.3; this exhibition travelled to Sheffield, Mappin Art Gallery, 23 October-21 November 1976
London, Anthony d'Offay Gallery, *The Omega Workshops: Alliance and Enmity in English Art 1911-1920*, 18 January-6 March 1984, cat.no.23

Literature

Quentin Bell, *Bloomsbury*, Futura Publications Ltd., London, 1974, pp.48-9 (ill.b&w.)
S.P. Rosenbaum, *The Bloomsbury Group: A Collection of Memoirs and Commentary*, Croom Helm, 1975
Philip Nicholas Furbank, *E.M. Forster: A Life, Volume One, The Growth of the Novelist 1879-1914*, Secker & Warburg, London, 1977, pp.205-7 (front cover illustration)
Frances Spalding, *Roger Fry, Art and Life*, University of California Press, California, 1980, pl.51
Richard Shone, *The Art of Bloomsbury: Roger Fry, Vanessa Bell and Duncan Grant*, Tate Gallery Publishing Ltd., London, 1999, p.93, fig.80 (ill.b&w.)
Wendy Moffat, *E.M. Forster. A New Life*, Bloomsbury, London, 2010, p.106



The sitter in this arresting portrait needs little introduction. In 1911 Edward Morgan Forster (1879-1970) had recently reached a new audience and a breadth of critical acclaim with his fourth novel *Howards End*, published in 1910. He was not, however, a well-known figure in the London literary world. He lived comfortably with his widowed mother in Weybridge, invariably stayed in a club if he visited London for a night and kept to a relatively small circle of friends. Several of these he had met through the Cambridge University society known as The Apostles. Friends from an earlier generation at King's College included the writer Goldsworthy Lowes Dickinson (1862-1932) and Roger Fry (1866-1934). Dickinson and Fry were close friends and both followed with great interest Forster's career, beginning with his first novel *Where Angels Fear to Tread* (1905). Over the years, Fry seems to have read everything Forster published. There was great praise for *A Passage to India* (1924) – 'a marvelous texture – really beautiful writing,' he wrote to Virginia Woolf, although he had reservations about the intrusive mysticism towards the end of the novel (as well as in other writings by Forster). The novel was translated into French by Fry's friend Charles Mauron whom Forster came to know well and whom he appointed as his French translator. (He also translated Woolf's *Orlando*). And a few months before his death, Fry read Forster's biography of Dickinson: 'it's beautifully done, I think', he wrote to Gerald Brenan, 'and it was a desperately difficult thing to do' (implying that the British public were not yet ready for male foot fetishism).

Very early on, before Fry and Forster came to know one another, Forster admired a series of Adult Education lectures on art that Fry gave in Cambridge, in his pre-Post-Impressionist years. Later, in an early draft of *A Room with a View*, Forster included a character called Rankin (later dropped from the novel), an art historian attending tea-parties in Florence at which Florentine attributions were a leading topic and 'pictures were snatched from one great name and thrust upon another, or slighted and left as doubtful [. . .] or utterly damned as the work of a clever forger who flourished in the middle of the nineteenth century at Hamburg'. In her recent book *Roger Fry and Italian Art* (London 2019), Caroline Elam gives an excellent, detailed account of Fry and Forster and the influence of the former's aesthetics on the latter (although Forster was never entirely converted to Fry's full-on formalism). Fry drew curious endpapers and a non-figurative cover for Forster's book of short stories *The Celestial Omnibus*, published in the same year as the present portrait was painted.

Just as Fry was completing the picture (painted in his house at Guildford), Forster wrote to a friend, that he appeared to be 'a bright healthy young man, without one hand, it is true, and very queer

legs, perhaps the result of an aeroplane accident, as he seems to have fallen from an immense height on to a sofa' (letter to Florence Barger, 24 December 1911). Actually Forster liked the picture and bought it but, after it was shown in Fry's one-artist exhibition in 1912, he gave it to his great friend Florence Barger and it was not seen again in public for well over fifty years.

This is an important work in Fry's development as a painter and is certainly among his most accomplished portraits. Forster is depicted as both alert and yet slightly ironic in expression, finding himself plopped down among Post-Impressionist-seeming fabrics. Earlier in the year Fry had been in Turkey with Clive and Vanessa Bell and had sent a mass of textiles, mostly from Brusa, the historic centre for Turkish textile production, back to England. Some may well feature among the variety shown here and would have influenced Fry's own designs; the patterned cushion by Forster's left shoulder pre-figures textiles he designed for the Omega Workshops a year or so later.

Frances Spalding has rightly drawn attention to the faceting and angularities of Forster's head (which Lytton Strachey called 'triangular'), almost certainly derived from Picasso's 1909 portrait of Clovis Sagot, which Fry had included in his momentous exhibition *Manet and the Post-Impressionists* held in London in 1910-11. In the same exhibition was Matisse's 1908 *Girl with Green Eyes* which also appears to have guided aspects of Fry's work here – the simple frontality of a figure seen against a busy but essentially flat background. The green modeling on Forster's face is further indebted to Matisse's recent portraits of his wife and himself.

A number of painted and sculpted images of the men and women associated with Bloomsbury have become canonical and are frequently reproduced. Among them are, of course, several works by Grant and Bell (such as portraits of Virginia Woolf of 1911-12); Strachey by Henry Lamb; Maynard and Lydia Keynes by William Roberts. Forster was often photographed but not much painted – two portraits of him by Carrington and Vanessa Bell, and drawings by Grant, William Rothenstein and Paul Cadmus. The present portrait deserves to be better known, commemorating as it does, not only a warm personal friendship but also the association of two highly influential figures from the early twentieth century whose reputations have not dimmed.

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





6 AR

DUNCAN GRANT (1885-1978)

Vanessa Bell

indistinctly signed with initials and inscribed 'dg/VB' (upper right)

pencil and oil on board

27.8 x 25.5 cm. (11 x 10 in.)

Painted circa 1913

£6,000 - 8,000

€6,700 - 9,000

US\$7,500 - 10,000

Provenance

With The Bloomsbury Workshop, London, 19 July 1993

Private Collection, U.K.

Exhibited

London, The Bloomsbury Workshop, *Images of Vanessa - Paintings and Drawings by and of Vanessa Bell (1879-1961)*, 8 June-29 July 1993

This head of Vanessa Bell was almost certainly painted in the summer of 1913 when the artists were at a camp at Brandon, near Thetford. There are similarly expressive heads painted on the same holiday.

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



VARIOUS PROPERTIES

7 AR

AUGUSTUS JOHN O.M., R.A. (1878-1961)

Portrait of Ida Nettleship
signed 'John' (lower right)

pencil

25.3 x 20 cm. (10 x 8 in.)

Executed circa 1898

£8,000 - 12,000

€9,000 - 13,000

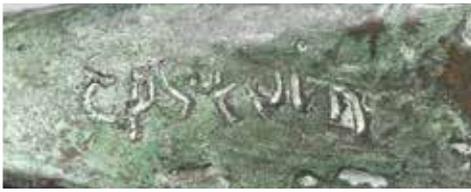
US\$10,000 - 15,000

Provenance

Sale; Christie's, London, 13 November 1987, lot 299

Private Collection, U.K.

Ida Nettleship was the daughter of the painter Jack Nettleship and his wife Ada. Having first met Augustus John at the Slade, they married in 1901 and went on to have five sons together; David, Caspar, Robin, Edwin and Henry. Another version of this portrait drawing was included in the 1954 Royal Academy Exhibition.



Signature



8 * AR

SIR JACOB EPSTEIN (1880-1959)

Joseph Conrad
signed 'Epstein' (verso)
bronze with a green patina on a marble base
43.3 cm. (17 in.) high (excluding the base)
Conceived in 1924

£6,000 - 8,000

€6,700 - 9,000

US\$7,500 - 10,000

Provenance

Private Collection, U.S.A.

Literature

E.P. Schinman and B.A. Schinman, *Jacob Epstein, A Catalogue of the Collection of Edward P. Schinman*, Farleigh Dickinson University Press, 1970, p.47 (ill., another cast)
Evelyn Silber, *The Sculpture of Epstein with a Complete Catalogue*, Phaidon, Oxford, 1986, p.156, cat.no.149 (ill.b&w., another cast)



g AR

PERCY WYNDHAM LEWIS (1882-1957)

The Sullen Eye

signed, inscribed and dated 'Wyndham Lewis.Windsor.1943.' (lower centre) and titled 'the sullen eye.' (verso)

charcoal

48.3 x 35.5 cm. (19 x 14 in.)

£6,000 - 8,000

€6,700 - 9,000

US\$7,500 - 10,000

Provenance

With The Leicester Galleries, London

Sale; Christie's, London, 22 June 1960, lot 16

Sale; Christie's, London, 11 November 1988, lot 392, where

purchased by the present owner

Private Collection, U.K.

Literature

Walter Michel, *Wyndham Lewis: Paintings and Drawings*, University of California Press, Berkeley & Los Angeles, 1971, p.414, cat.no.1029



10^{AR}

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

Brushing Hair, Stanley and Daphne
inscribed extensively in the Artist's hand (verso)

pencil

40.2 x 27.2 cm. (15 7/8 x 10 3/4 in.)

£6,000 - 8,000

€6,700 - 9,000

US\$7,500 - 10,000

Provenance

With Anthony d'Offay, London, where purchased by the present owner,
18 June 1979

Private Collection, U.K.

Literature

Carolyn Leder, *Stanley Spencer: The Astor Collection*, Thomas Gibson
Publishing Limited, London, 1976, p.81, cat.no.91



11 AR

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

Knitting a Jumper

indistinctly signed and dated 'Stanley Spencer Sept 3rd 1944'

(lower right); inscribed extensively in the Artist's hand (verso)

pencil

40.3 x 26.8 cm. (15 7/8 x 10 1/2 in.)

£6,000 - 8,000

€6,700 - 9,000

US\$7,500 - 10,000

Provenance

With Anthony d'Offay, London, where purchased by the present owner,
18 June 1979

Private Collection, U.K.

Exhibited

London, Anthony d'Offay, *Stanley and Hilda Spencer*,
27 September-28 October 1978, cat.no.23

Literature

Carolyn Leder, *Stanley Spencer: The Astor Collection*, Thomas Gibson
Publishing Limited, London, 1976, p.85, cat.no.102

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

Romeo and Juliet (The Last Act)

signed 'JACK B YEATS' (upper left) and titled twice 'ROMEO AND JULIET' (on the canvas overlap)

oil on canvas

45.8 x 61.1 cm. (18 x 24 in.)

Painted in 1927

£60,000 - 80,000**€67,000 - 90,000****US\$75,000 - 100,000****Provenance**

Mrs Roger Frankland

Sale; Sotheby's, London, 14 July 1965, where acquired by

Waddington Galleries, London

Private Collection, U.S.A.

John Rous (4th Earl of Stradbroke), thence by family descent to the present owner

Private Collection, U.K.

Exhibited

Dublin, Engineers' Hall, 25 February-5 March 1927, cat.no.23

Birmingham, Ruskin Gallery, *Paintings of Ireland*, 23 May-4 June 1927, cat.no.31

London, Arthur Tooth & Sons, 14 March-5 April 1928, cat.no.34

Montreal, Waddington Galleries, *Jack B. Yeats Retrospective Exhibition*, 12 March-5 April 1969, cat.no.7

London, Waddington Galleries, 15 April-8 May 1971, cat.no.7 (col.ill)

Dublin, National Gallery of Ireland, *Jack B. Yeats, A Centenary Exhibition*, September-December 1971, p.74, cat.no.62 (col.ill); this exhibition travelled to Belfast, Ulster Museum, January-February 1972 and New York, Cultural Centre, April-June 1972**Literature**Hilary Pyle, *Jack B. Yeats, A Catalogue Raisonné of the Oil Paintings, Volume I*, Andre Deutsch, London, 1992, p.322, cat.no.355 (ill.b&w)

The painting depicts the last scene of Charles Guonod's 1867 opera *Romeo and Juliet*, based on William Shakespeare's famous tragedy. In the final act after a tumultuous duet, Romeo expires and Juliet takes her own life. Their entwined bodies lie in the deserted tomb. Guonod's opera was performed in the Gaiety Theatre in Dublin on 2 March 1926. The *Irish Times* review of the production praised the music and the performers although it noted that Cynlais Gibbs, who played Romeo had a lighter voice than Miss Hill who played Juliet, and was at a slight disadvantage. But it concluded that the orchestra 'gave a fluent account of the strongly coloured instrumental music'. The O'Mara Opera Company, which staged the production, was founded by the celebrated Limerick born tenor, Joseph O'Mara, in 1912 and performed opera seasons regularly at the Gaiety. In 1926, the year before his early death, O'Mara was the first opera singer to perform live on the newly inaugurated Radio Eireann, the Irish Free State's national radio station.

Yeats was in attendance at the Gaiety and outlined the scene depicted in the painting in his sketchbook. His book also features drawings of the celebrated staging of Lennox Robinson's play, *Cyclops* which was performed by the Dublin Drama League in the playwright's home in Dalkey in August 1926. Yeats was an avid theatre goer and playwright. He wrote several plays for children in the early 1900s and his later experimental plays *Harlequin's Positions*, *La La Noo* and *In Sand* were

staged at the Abbey Theatre between 1939 and 1949. Several of Yeats's paintings are inspired by his experiences of the theatre. These include *Singing The Minstrel Boy* (1923, The Model, Sligo), *Now* (1941, Private Collection), *The Talent* (1944, Private Collection) and *Man Hearing an Old Song*, (1950, Private Collection). These paintings like, *Romeo and Juliet*, incorporate the audience and its involvement in the performance.

Yeats's cursory sketch notes the two candles, the balcony to the right and the prominent form of the conductor which are all key elements in the final painting. The figure of the conductor can be seen in the painting on the extreme left. His head is erect and his arms extended as he conducts the concluding notes of Guonod's score. The ghostly bodies of Romeo and Juliet lie next to each other in front of the tomb. Flecks of white, yellow and pink subtly indicate their faces and the flowers that adorn the sturdy sepulchre behind them. The tall ethereal forms of the candles are delicately painted and they and the single flame torch add to the sense of solemnity.

The figures are dwarfed by the vast blue expanse of the set. One contemporary reviewer noted the emotional power of this colour in Yeats's painting. 'The surrounding blue seems to be the mystery of life – to symbolise every love-story that was ever lived or written – and birth and death and passion and sacrifice, and everything that is significant in human struggling. It is as if the universe had paused to mark a fleeting perfection'. The stage is framed by the warm reds and yellows of the surrounding auditorium. The heads of the front row of the audience fill the bottom of the composition. On the right hand side the towering structure of the interior of the Gaiety throws the perspective of the stage into stark relief. The elaborate gilt and maroon decoration is richly conveyed by loose swirls of deep colour which take on an organic quality, suggestive of movement and warm reflected light. A spectator is shown seated in the darkened theatre box looking at the performance. The ledge of this box, which stands out in sharp relief, is modelled out of thick brown paint while black lines indicate the railings. This unusual perspective emphasises the collaborative nature of live theatre in which the performers, musicians, and the spectators share in the illusion of the drama. It also draws attention to the artificiality of the set and the theatre itself as an extraordinary site where the human imagination is enabled to take flight.

Romeo and Juliet was included in Yeats's one-man exhibition at the Engineers' Hall in Dublin in 1927 and was subsequently shown at the Ruskin gallery in Birmingham and the Arthur Tooth gallery in London. It features in many of the reviews of the acclaimed Dublin exhibition. George Russell described Yeats's work as 'intensely personal' noting that in the paintings, 'the psychic temperament is breaking through the limitations of the physical'. Another critic remarked on the 'powerful and almost audacious wealth of conception and composition' of *Romeo and Juliet*, which 'is bound to be one of the most discussed of the collection'. Finally the international art journal, *The Studio*, proclaimed that Yeats 'has now acquired a power over his medium which can only be described as masterly'.

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



“ Although many painters came and worked in Dieppe, particularly in the summer months, few studied its architecture with the concentration of Sickert. His eye probed every stone of the façade of St Jacques as, with the diligence of an ant, he worked his way inch by inch round the church to leave no aspect unrecorded. ”

– (Wendy Baron, 2006)

13

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

Rue de la Boucherie with St Jacques
signed, inscribed and dated 'To Dot Middleton/W. Sickert - 1900' (lower left);
further inscribed 'Dieppe' (lower right)
oil on canvas
45.5 x 56 cm. (18 x 22 in.)

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 44,000

Provenance

The Artist, by whom gifted to
Dot (Dorothy) Middleton, thence by family descent
Private Collection, U.K.

This previously unpublished Sickert oil dating from 1900, depicting Rue de la Boucherie with St Jacques in Dieppe, is one of eight known similar compositions the artist painted in oils between 1900 and c.1907. It relates most closely to the c.1902 canvas bearing the same title, which was exhibited at Pallant House Gallery's *Sickert in Dieppe* exhibition during 2015 (cat.no.37). These two versions are the only ones without the young trees included in the foreground, which prior to this newly discovered painting Wendy Baron suggested was 'circumstantial evidence' of the early date for the known oil. The present lot is rare in that it is dated by Sickert and therefore proves Baron's supposition is correct. Inscribed 'To Dot Middleton' (lower left) this picture can safely be assumed as the first example from the series. The oil on panel which belonged to the Dean of York was bequeathed to York Art Gallery in 1963.

The motivation for Sickert leaving London and settling permanently in Dieppe during 1898 was the painful separation from his wife, Ellen. Letters from the artist at the time suggest it also invigorated his creativity and presented ample opportunity

to explore new subject matter; by which he meant landscapes as opposed to predominantly portraiture. Between 1898 and 1905 Sickert obsessively recorded the town, both its landmarks as well as the ordinary streets. The Gothic structure of St Jacques received much attention, with a fine example dating from c.1899-1900 now in the collection of Whitworth Art Gallery, University of Manchester. Although, as Katy Norris remarks in her Pallant House Gallery catalogue, 'He also represented the colourful little houses on the Rue de la Boucherie behind an open space, which is bordered on the left by the north elevation of St Jacques.' (Katy Norris, *Sickert in Dieppe*, Pallant House Gallery, Chichester, 2015, p.53).

The same year as Sickert painted *Rue de la Boucherie with St Jacques* (1900), a solo exhibition of his work was presented at the legendary Parisian dealer, Durand-Ruel's gallery in Auteuil, alongside an exhibition of Monet's *Water-Lilies* series.





14^{AR}

SIR WILLIAM COLDSTREAM (1908-1987)

Study of a Bullock
signed 'COLDSTREAM' (lower right)
oil on canvas laid on board
38.2 x 46.4 cm. (15 x 18 1/4 in.)
Painted in 1936

£5,000 - 8,000

€5,600 - 9,000

US\$6,300 - 10,000

Provenance

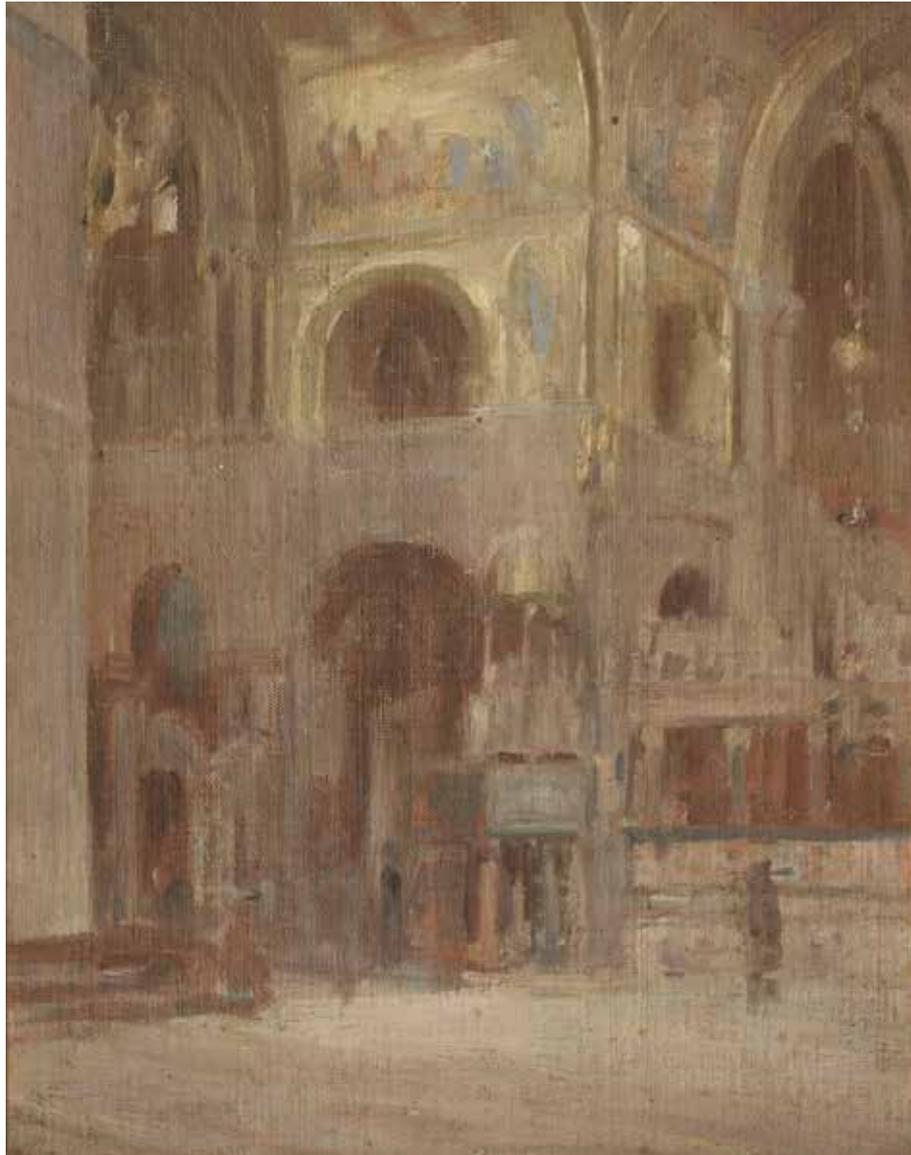
The Artist
Colin MacInnes
Sale; Sotheby's, London, 4 March 1987, lot 296
With New Grafton Gallery, London, where purchased by
Coode-Adams Martin Associates
Dresdner Kleinwort Ltd, where purchased by the present owner
Private Collection, U.K.

Exhibited

London, New Grafton Gallery, 8 July-11 September 1987

Literature

Bruce Laughton, *The Euston Road School*, Scolar Press, Aldershot, 1986, p.118 (as *A Bull Tethered in a Stall*)
Bruce Laughton, *William Coldstream*, Yale University Press, New Haven and London, 2004, pp.38-9, fig.16, cat.no.WMC47 (ill.b&w, as *A Bull Tethered in a Stall*)
Peter T.J. Rumley, *William Coldstream*, Sansom & Company, Bristol, 2018, p.37, cat.no.23 (col.ill.)



15 *

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

Study for Interior of St Mark's, Venice

oil on canvasboard

34.5 x 28 cm. (13 1/2 x 11 in.)

Painted circa 1895

£6,000 - 8,000

€6,700 - 9,000

US\$7,500 - 10,000

Provenance

Private Collection, U.S.A., from whom acquired by the present owners

The present work is one of several interiors of St Mark's the artist told his friend Philip Wilson Steer he was painting during his first visit to Venice in 1895. It is related to the larger *Interior of St Mark's, Venice* in the collection of the Tate Gallery. Sickert described his working method at this time as 'to work open and loose, freely, with a full brush and full colour'.

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

16

SIR WILLIAM NICHOLSON (1872-1949)

The Cat

signed with initial 'N' (lower right) and titled 'The Cat' (verso)

oil on canvas

40.5 x 30.4 cm. (16 x 12 in.)

Painted circa 1933

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 44,000

Provenance

The Artist, from whom purchased by

Muriel Gore, 1934, by whom bequeathed to

Private Collection, U.K., 1977

Literature

Lillian Browse, *William Nicholson*, Rupert Hart-Davis, London, 1956,
p.236, cat.no.353 (col.ill.)

Patricia Reed, *William Nicholson: Catalogue Raisonné of the Oil
Paintings*, Yale University Press, London & New Haven, 2011, p.530,
cat.no.683

'This work, probably dating from William Nicholson's visit to Seville, shows a building set into a hillside. A tree, not yet in leaf, grows on an embanked terrace with presumably a street out of sight below, as the bars on the ground-floor window indicate. Sunlight is reflected from the upper window but the lack of strongly modulated shadows suggest weak, winter sunshine early in the day. The shallow picture space is articulated by the washing line. The strong verticals and horizontals of the shutters and window surrounds are contrasted with the light brushwork of the tree and the vine. The cat appears to be a late addition to the canvas.' (Patricia Reed, *William Nicholson: Catalogue Raisonné of the Oil Paintings*, Yale University Press, London & New Haven, 2011, p.530).



17 AR

IVOR ROBERTS-JONES (1916-1996)

Sir Winston Churchill, maquette for the monument in Parliament Square

numbered '26' (on the bronze base)

bronze with a brown patina on a stone base

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

£65,000 - 85,000

€73,000 - 95,000

US\$82,000 - 110,000

Provenance

The Artist, from whom purchased by the present owners

Grandfather, Dr. Eugene Gancz, *circa* 1971

Private Collection, U.K.

Dr Gancz was born in Hungary in 1912 but, being Jewish, was forced to flee in the 1930s to Austria to study for his degree in Medicine and then again to Basel, Switzerland after Austria's Anschluss with Germany. After completing his studies to become a doctor in February 1939, just before the outbreak of the Second World War, Dr Gancz applied for citizenship in the United Kingdom where he volunteered to serve in the army as a doctor. During the war, Dr Gancz worked as a doctor in the U.K. and served with the Royal Army Medical Corps in Italy, achieving the rank of Major. After the war he was a General Practitioner in Kent and, for 41 years, a Police Surgeon, for which long service he was made an Honorary Consultant Medical Advisor to the Chief Constable of Kent. Feeling an enormous sense of gratitude to Churchill and the United Kingdom, Dr Gancz purchased the bronze figure of Winston Churchill, the man he respected so much and whom he held responsible for saving him and the few of his family who survived the Holocaust.

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 C.B.E.

Another cast of the present work was sold in these rooms for £112,500, 14 November 2018.





18 AR

GRAHAM SUTHERLAND O.M. (1903-1980)

East End View, 10 Nye Bevan Street

signed with initials, inscribed and dated '10 Nye Bevan Sept 20 1953.

G.S.' (lower left)

wash, pen and ink and gouache

12.5 x 20.5 cm (5 x 8 in.)

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

Haus der Kunst, Munich

Sale; Christie's, London, 7 June 1991, lot 233

Private Collection, U.K.



19 AR

GRAHAM SUTHERLAND O.M. (1903-1980)

Head

signed and dated 'Sutherland 1957' (lower right)
gouache and charcoal on paper laid on canvas
33 x 24.8 cm. (13 x 9 3/4 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

With Galleria Narciso, Turin, where purchased by
Private Collection, Italy

Purchased from the above by the present owner *circa* 1975

20 * AR

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

Ideas for Sculpture

signed and dated 'Moore/80' (lower left) and titled 'Ideas for sculpture'
(verso)

pastel wash, watercolour, crayon and pen and ink

25.1 x 35.4 cm. (9 7/8 x 14 in.)

HMF 80 (266)

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

With Raymond Spencer Company Ltd., Much Hadham

James Kirkham, 1981

With Goodman Gallery, Johannesburg, where acquired by the present owner
Private Collection, U.K.

Exhibited

Johannesburg, Goodman Gallery, *Henry Moore: Sculptures, Drawings and Graphics*, 1981, cat.no.17

Literature

Ann Garrould, *Henry Moore, Volume 5, Complete Drawings 1977-81*,

The Henry Moore Foundation in association with Lund Humphries, Much
Hadham & London, 1994, p.148, cat.no.AG.80.303 (ill.b&w.)





21 * AR

FRANK DOBSON R.A. (1886-1963)

Study for Toilet 4

terracotta

18.5 cm. (7 1/4 in.) high

Conceived circa 1939

Unique

£6,000 - 8,000

€6,700 - 9,000

US\$7,500 - 10,000

Provenance

The Estate of the Artist

Literature

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.148, cat.no.144 (ill.b&w)

The present work is a study for *Toilet* (1940), which was carved from Portland stone and originally purchased by T.J. Watson for the collection of IBM.



22 AR

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

Mother and Child: Circular Base
signed and numbered 'Moore 8/9' (on the bronze base)
bronze with a brown patina on a wooden base
13.5 cm. (5 3/8 in.) high (excluding the wooden base)
Conceived in 1980

£20,000 - 30,000

€22,000 - 34,000

US\$25,000 - 38,000

Provenance

The Artist, May 1981, from whom acquired by
Private Collection, New Zealand
Private Collection, U.K.
With Berkeley Square Gallery, London, 2003, where purchased by
Private Collection, U.K., by whom gifted to the present owner
Private Collection, U.K.

Literature

Alan Bowness, *Henry Moore: Volume 6, Complete Sculpture, 1980-86*,
London, 1999, p.37, cat.no.790 (ill.b&w., another cast)

“ From the very beginning the reclining figure has been my main theme’, Moore has declared. ‘The first one I made was around 1924, and probably more than half of my sculptures since then have been reclining figures’ ”

– (H. Moore, quoted in A. Wilkinson (ed.), *Henry Moore, Writings and Conversations*, Aldershot, 2002,

23 AR

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

Reclining Figure: Pointed Legs

signed and numbered ‘Moore 7/9’ (on the bronze base)

bronze with a brown patina

22.9 cm. (9 in.) long (including the bronze base)

Conceived in 1979

£50,000 - 70,000

€56,000 - 79,000

US\$63,000 - 88,000

Provenance

With Adler Fielding Gallery, Johannesburg, from whom acquired by Private Collection, U.S.A.

Literature

Alan Bowness, *Henry Moore: Volume 5, Sculpture and Drawings, Sculpture 1974-80*, Lund Humphries, London, 1983, p.45, cat.no.LH777 (ill.b&w., another cast)

The recumbent female form was a theme Henry Moore returned to throughout his nearly eighty-year career. “The human figure is the basis of all my sculpture,” Moore professed, “and that for me means the female nude.” Most of Moore’s female figures are positioned seated or reclining, a configuration that initially stemmed from Moore’s use of stone as his preferred medium and the structural weakness of the material in a standing figure’s ankles. “The reclining figure gives the most freedom, compositionally and spatially. The seated figure must have something to sit on. You can’t free it from its pedestal. A reclining figure can recline on any surface. It is free and stable at the same time. It fits in with my belief that sculpture should be permanent, should last for an eternity” (D. Mitchinson, (ed.), *Henry Moore Sculpture, with Comments by the Artist*, London, 1981, p.86)

The beautifully modulating form for the present work exemplifies Moore’s mastery of the bronze medium. Propped on her forearms with her attention directed to her left and legs facing a contra-direction, *Reclining Figure: Pointed Legs* is animatedly alert and captures an instant of the figure’s movement. The motion evoked by the form’s curvilinear shape endows the figure with a plasticity that seemingly defies the bronze medium. Although reclining, this brilliantly dynamic sculpture presents dramatic profiles when seen from various viewpoints. The points of the figure’s head, breasts, and attenuated arms and legs are counterbalanced by the soft curves of the woman’s arching back, stomach, and propped legs.

The recumbent woman is an artistic trope harkening to Ingres, Delacroix, Manet, among others, and references the Orientalist fantasy of the odalisque, a nude or partially clad harem girl. However, while most of Moore’s reclining women are nude, Moore scholar David Sylvester argues: “though they lie with knees apart or thighs apart, their overall pose doesn’t betoken the availability commonly

implied in reclining female nudes” (D. Sylvester, *Henry Moore*, Tate Gallery, London, 1968, p.5). Moore’s women are in contradiction to the voyeuristic gaze of his predecessors. “I am not conscious of erotic elements in [my work], and I have never set out to create an erotic work of art,” Moore stated. “I have no objection to people interpreting my forms and sculptures erotically...but I do not have any desire to rationalize the eroticism in my work, to think out consciously what Freudian or Jungian symbols may lie behind what I create” (quoted in A. Wilkinson, ed., *Henry Moore: Writings and Conversations*, Berkeley, 2002, p.115). “These reclining women are not the reclining women of a Maillol or a Matisse,” Will Grohmann wrote. “They are women in repose but also something more profound...the woman as the concept of fruitfulness, the Mother Earth. Moore, who once pointed to the maternal element in the ‘Reclining Figures’, may well see in them an element of eternity, the ‘Great Female’, who is both birth-giving nature and the wellspring of the unconscious... To Henry Moore, the ‘Reclining Figures’ are no mere external objects; he identifies himself with them, as well as the earth and the whole realm of motherhood” (W. Grohmann, *The Art of Henry Moore*, London, 1960, p.43).

“I want to be quite free of having to find a ‘reason’ for doing the Reclining Figures,” Moore declared, “and freer still of having to find a ‘meaning’ for them. The vital thing for an artist is to have a subject that allows him to try out all kinds of formal ideas—things that he doesn’t yet know about for certain but wants to experiment with, as Cézanne did in his ‘Bather’ series. In my case the reclining figure provides chances of that sort. The subject matter is given. It’s settled for you, and you know it and like it, so that within the subject that you’ve done a dozen times before, you are free to invent a completely new form-idea” (quoted in J. Russell, *Henry Moore*, London, 1968, p.48).





24 AR

JOHN PIPER C.H. (1903-1992)

Figures from a Cretan Seal
 signed 'John Piper' (lower left)
 oil on canvas
 25.4 x 35.6 cm. (10 x 14 in.)
 Painted in 1954

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

Myfanwy Piper
 W.S. Mitchell, thence by descent
 Private Collection, U.K.

Exhibited

London, Portland Gallery, *John Piper: Man and Nature*,
 26 September-18 October 2019

John Piper was introduced to ancient Minoan cylinder seals from Crete by his friend Victor Kenna, who was cataloguing them for the Ashmolean Museum in Oxford. These cylinder seals, often made of precious stones, included subjects such as naturalistic portrayals of human beings and animals.

In December 1954, Piper began to make sketches of the cast impressions of these seals in the display cases at the Ashmolean. As David Fraser Jenkins has commented, 'They are readily identifiable, but with a lot more movement and flow than might be expected. It is likely that these spindly, busily active figures also reminded Piper of the Hesiod etchings of Braque, which were only then becoming known, despite having been made in 1932. His enthusiasm for these Cretan seals resembled his earlier love for Anglo-Saxon fonts' (David Fraser Jenkins and Hugh Fowler-Wright, *The Art of John Piper*, Unicorn Press, 2015, p.279).



25 AR

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

Shoal of Fish

signed and dated 'John Tunnard/53' (lower right)

watercolour and gouache

38 x 55.5 cm. (15 x 21 3/4 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

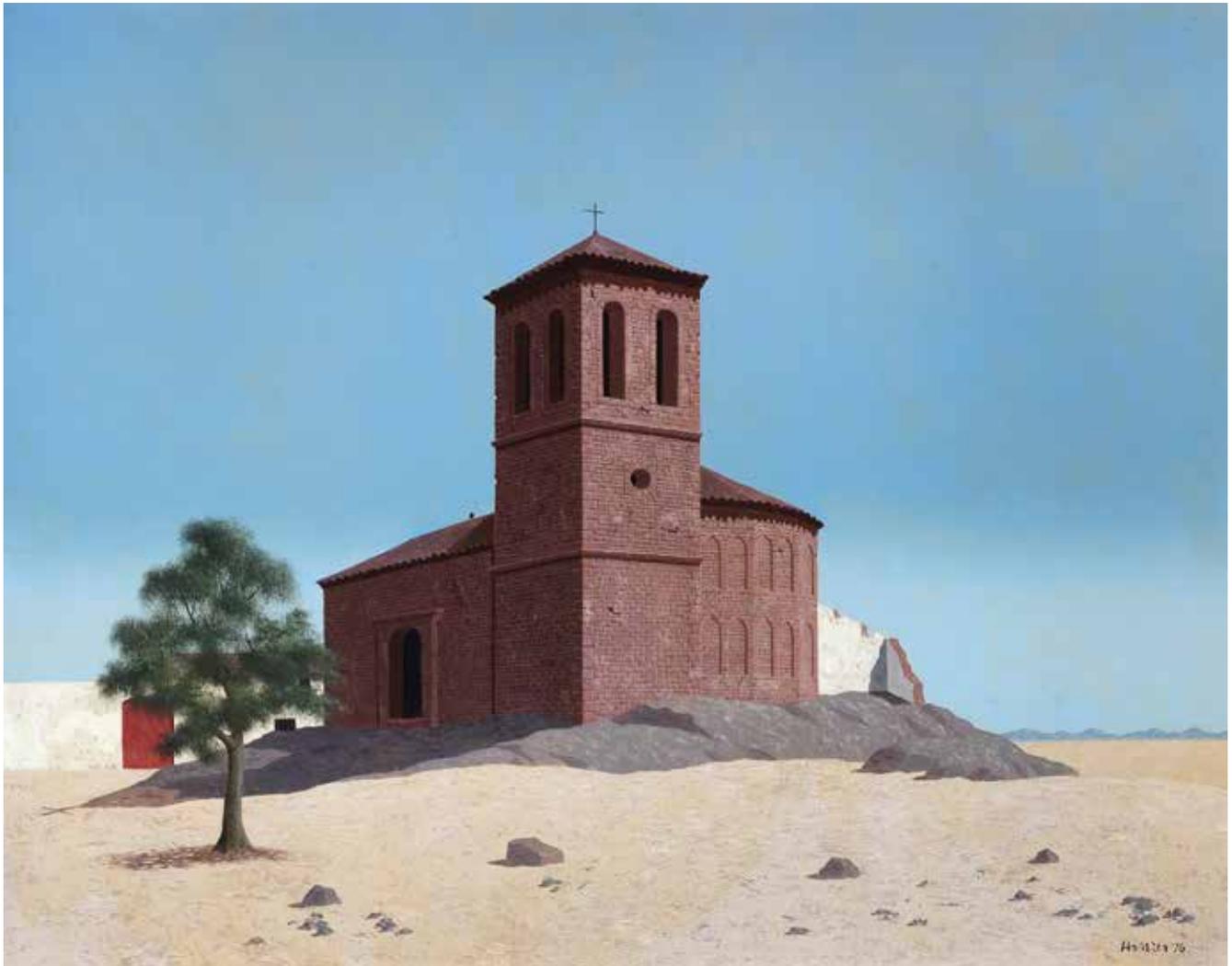
With Roland, Browse & Delbanco, London

Sale; Christie's, London, 6 December 2007, lot 132

Private Collection, U.K.

Literature

Alan Peat & Brian Whitton, *John Tunnard, His Life and Work*,
Aldershot, 1997, p.184, cat.no.618 (col.ill., pl.40)



26 AR

TRISTRAM HILLIER R.A. (1905-1983)

Bobadilla Del Campo
signed and dated 'Hillier 76' (lower right); titled and dated again
"BOBADILLA DEL CAMPO".1976' (on the canvas overlap)
oil on canvas
40.6 x 50.6 cm. (16 x 19 7/8 in.)

£7,000 - 10,000

€7,900 - 11,000

US\$8,800 - 13,000

Provenance

With The Lefevre Gallery, London
Private Collection, U.K.

Exhibited

London, The Lefevre Gallery, *Recent Paintings by Tristram Hillier*, 18
September-31 October 1980, cat.no.18



27 AR

MICHAEL AYRTON (1921-1975)

Conversation
signed and dated 'michael ayrton.1947.' (lower right)
oil on canvas
91.3 x 71.2 cm. (36 x 28 in.)

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 25,000

Provenance

The Artist, until 1955
Private Collection, France

Exhibited

London, Redfern Gallery, *Michael Ayrton & Henri de Toulouse-Lautrec*,
31 May-25 June 1949, cat.no.3 (ill.b&w.)
Wakefield, City Art Gallery, *Michael Ayrton: Paintings, Drawings,
Theatre Design*, 1949, cat.no.34
Milan, Galleria Il Milione, *Paintings and Drawings of Michael Ayrton*, 14
April 1950
Rome, Galleria del Arte Obelisco, 1950
London, Whitechapel Gallery, *Michael Ayrton: Paintings and Drawings,
Sculpture, Book Illustration, Theatre Design 1945-1955*, September-
October 1955, cat.no.12



28 AR

JULIAN TREVELYAN R.A. (1910-1988)

Under the Cotton Tree

signed and dated 'Trevelyan '43' (lower right)

oil on canvas

38.7 x 51 cm. (15 1/4 x 20 1/8 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

With Lefevre Gallery, London

Private Collection, U.K.

Literature

Philip Trevelyan, *Julian Trevelyan: Picture Language*, Lund Humphries, Surrey, 2013, p.141 (col.ill.)



29 AR

JULIAN TREVELYAN R.A. (1910-1988)

The Miners

signed and dated 'Trevelyan'43' (lower right)

oil on canvas

31.3 x 40.8 cm. (12 3/8 x 16 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

With Lefevre Gallery, London

Private Collection, U.K.

Exhibited

Chichester, Pallant House Gallery, *Julian Trevelyan: The Artist and his World*, 6 October 2018-10 February 2019

Literature

Philip Trevelyan, *Julian Trevelyan: Picture Language*, Lund Humphries, Surrey, 2013, p.119, p.145 (col.ill.)

Ariane Banks and James Scott, *Julian Trevelyan: The Artist and his World*, Pallant House Gallery, Chichester, 2018, fig.73 (col.ill.)



30^{AR}

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

Life drawing of a man
signed 'L.S.LOWRY' (upper right)
pencil
57.4 x 38.2 cm. (22 5/8 x 15 in.)

£5,000 - 7,000

€5,600 - 7,900

US\$6,300 - 8,800

Provenance

Sale; Christie's, London, 17 June 1977, lot 168
where purchased by the present owner
Private Collection, U.K.



31 AR

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

Welsh landscape with monolith
signed with initials 'KW' (lower right)
oil on canvas
61 x 51 cm. (24 x 20 in.)

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

The Artist
Private Collection, U.K.



32^{AR}

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

Carreglefn

oil on canvas

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

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 25,000

Provenance

With Howard Roberts Gallery, Cardiff, 1963, where acquired by the family of the present owner
Private Collection, U.K.



33^{AR}

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

Cnicht and the Moelwyn
signed with initials 'KW' (lower left) and inscribed with title 'CNICHT
AND THE MOELWYN' (on the stretcher)
oil on canvas
61 x 127 cm. (24 x 50 in.)

£18,000 - 25,000

€20,000 - 28,000

US\$23,000 - 31,000

Provenance

The Artist
Private Collection, U.K.

34 AR

HELEN BRADLEY (1900-1979)

Waiting at Liverpool to go to the Isle of Man

signed with fly insignia (lower left); further signed, inscribed and dated 'Waiting at Liverpool to go to the Isle of Man/Father decided we should all go for a holiday/ to the Isle of Man. He said the sail and the/pleasant air of the Island would do us good. George/and I were a little afraid of the paddle steamer. It/made such a noise. Grandma and the two aunts and/the dogs, Gyp and Barney, came with us, so also did/Miss Carter (who wore pink) and Mr Taylor (the Bank Manager). I heard the aunts whisper that/perhaps, with the journey across the water/being so romantic, Mr Taylor might propose/to Miss Carter, but he was most attentive to/Aunt Frances and Aunt Charlotte in turn which/made our holiday most enjoyable and the/year was 1906/ Helen Layfield Bradley 1969' (on a label attached to the backboard)

oil on canvasboard

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

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 44,000

Provenance

Sale; Christie's, London, 30 June 2005, lot 251, where purchased
by the present owner
Private Collection, U.K.





35 * AR

BEN NICHOLSON O.M. (1894-1982)

Florentine (March) 1979

signed, titled and dated '(Florentine)/Nicholson Mch79' (verso)

wash, pen and ink

28.2 x 15 cm. (11 1/8 x 5 7/8 in.) (irregular)

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

With Waddington Galleries, London

With Austin Desmond Fine Art, London

With Bircham Gallery, Norfolk

With Post Box Fine Art, London

Private Collection, U.S.A

Exhibited

London, Waddington Galleries, *Ben Nicholson: Recent Works*, 1–26
July 1980, cat.no.45 (col.ill.)

London, Austin Desmond Fine Art, *Ben Nicholson & Victor Pasmore:
The Thing Observed*, 11 April-1 May 2008, cat.no.19



36

ALFRED WALLIS (1855-1942)

Fishing boats
signed 'Alfred Wallis' (upper right)
pencil and oil on card
24.3 x 30 cm. (9 1/2 x 11 7/8 in.)

£20,000 - 30,000

€22,000 - 34,000

US\$25,000 - 38,000

Provenance

The Artist, from whom acquired by
Garlick Barnes, thence by family descent

We are grateful to Robert Jones for his assistance in cataloguing
this lot.

37

ALFRED WALLIS (1855-1942)

A Steamship and a Schooner Passing the Coast (recto);

A Path Through a Wood (verso)

signed 'alfred wallis' (lower right; recto)

oil and pencil on an artist's paintbox

30 x 37 cm. (11 3/4 x 14 1/2 in.)

£50,000 - 70,000

€56,000 - 79,000

US\$63,000 - 88,000

Provenance

Acquired directly from the artist *circa* 1937 by

Bernard Forrester, thence by family descent

Private Collection, U.K.

Exhibited

London, Tate Gallery, *Alfred Wallis*, 30 May-30 June 1968, cat.no.177, with Arts

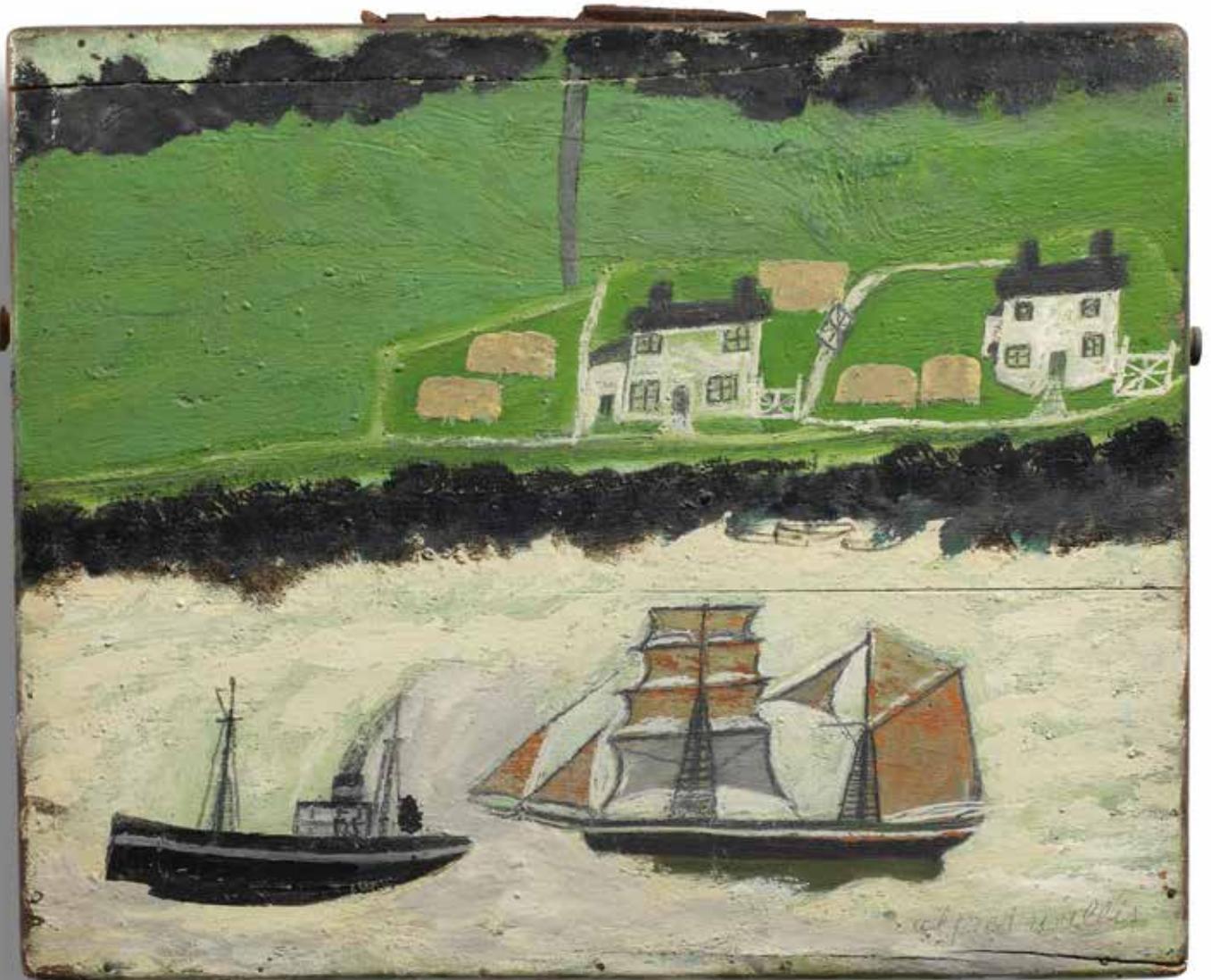
Council tour to City Art Gallery, York, Aberdeen Art Gallery, and Abbot Hall Art

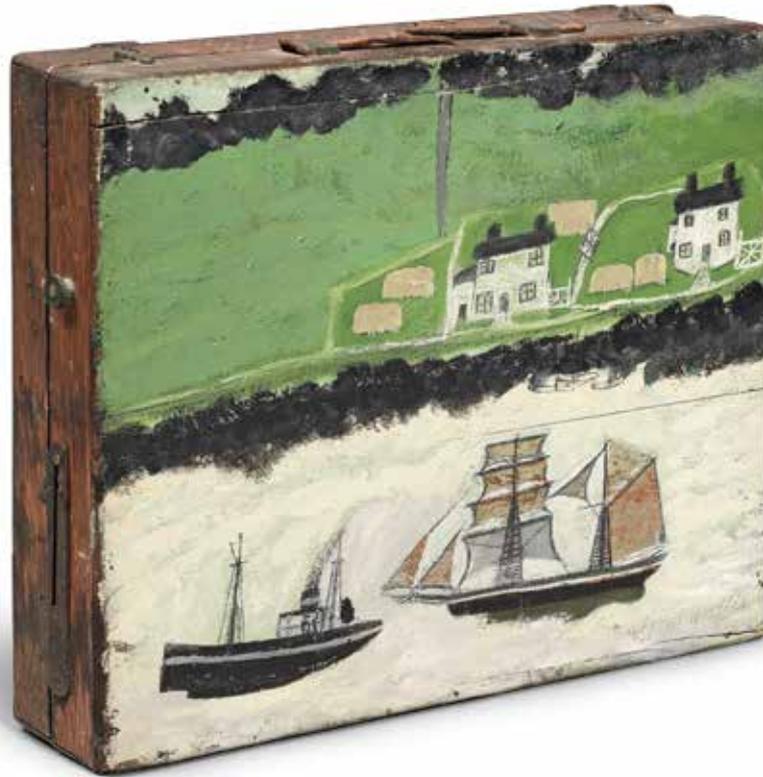
Gallery, Kendal

Literature

Robert Jones, *Alfred Wallis, Artist and Mariner*, Halsgrove, Devon, 2001, p.96 (col.ill.)

We are grateful to Robert Jones for his assistance in cataloguing this lot.





“ These two pictures were painted on the top and bottom of an artist’s paintbox. There is a story of well meaning people giving Alfred a box of oil paints, only for him to throw away the paints, preferring to use his familiar ship’s enamel. However, the gift wasn’t wasted. He painted the box. ”

– (Robert Jones, 2001)

Having remained in the same family collection since its acquisition from Wallis in 1937, and apparently unseen in public since its exhibition at Tate Gallery in 1968, the present work is testament to the artist’s penchant for painting on all manner of objects at hand. These included, but were not limited to, a marmalade jar, earthenware pitcher, leather bellows, printed advertisement, Quaker Oats boxes and, as in the present lot, an artist’s paintbox. The fact that the latter has a worn and split leather handle, rusting hinges and cracks to the panels, only adds to the work’s primitive charm for which Wallis is greatly loved.

Very much a St. Ives artist, working from his home at 3 Back Road West, Wallis only painted during his seventies and eighties ‘for company’, following the death of his wife in 1922. Previously, he had been a fisherman and latterly a rag-and-bone-man running Marine Stores. His ‘breakthrough’ came by chance as he was discovered on a hot August day in 1928 by Ben Nicholson and Christopher Wood who were visiting the town (the former for the first time) on

a drawing expedition. The friends spotted his paintings of houses and ships nailed to the wall through the artist’s open door as they wandered the streets. His biographer Sven Berlin, comments: ‘He made his first sale on that day: the paintings Nicholson and Wood took away with them were the first to go out and have their effects upon the world, for not only did they influence both these younger artists, but were enthusiastically shown among their circle of intellectuals, collectors, painters and friends as the work of a newly-discovered and genuine “primitive”’. (Sven Berlin, *Alfred Wallis primitive*, Sansom & Company, Bristol, 2000, p.55)

Interestingly, the present lot was acquired by Bernard Forrester, a potter working in Bernard Leach’s workshop in St. Ives. It was Leach who made the tomb decoration for the *Grave of Alfred Wallis, Porthmeor Cemetery, St Ives*, a series of glazed tiles depicting a white lighthouse with an open door, through which a small man is entering. Although Leach never met the ancient mariner, Forrester clearly did.

“ The family story of the sale relates how the purchaser had reserved the painting during the week but had returned with the money to pay for them on Sunday. Wallis was furious and told him that money should not change hands on the Sabbath. The purchaser was obliged to go back the following day for the paintings. ”

– (Robert Jones, 2001)



Verso

38

CHRISTOPHER WOOD (1901-1930)

Portrait of a Young Man

oil on canvas

41.2 x 33.6 cm. (16 1/4 x 13 1/4 in.)

Painted in 1927

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 44,000

Provenance

P.H.B. Burton

With Mercury Gallery, London, 28 June 1977, where purchased by the family of the present owner

Private Collection, U.K.

Exhibited

London, The New Burlington Galleries, *Christopher Wood: Exhibition of Complete Works*, 3 March-2 April 1938, cat.no.249

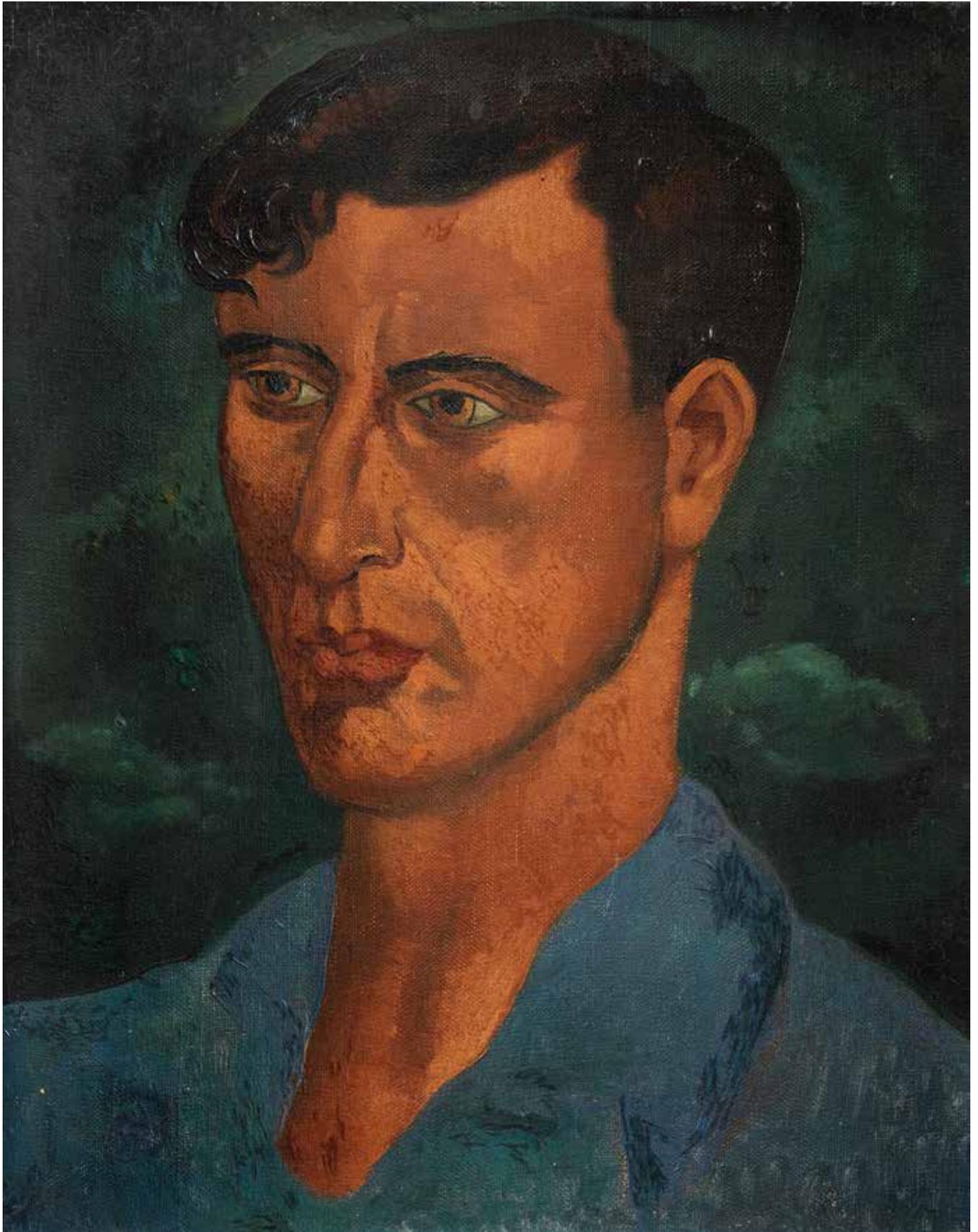
London, Mercury Gallery, *Christopher Wood: Paintings, Watercolours, Drawings*, 29 June-23 July 1977, cat.no.6, exh.no.201

Literature

Eric Newton, *Christopher Wood 1901-1930*, The Redfern Gallery, London, 1938, p.70, cat.no.249

In 1927 Christopher Wood left London and returned to Paris where he moved into Tony Gandarillas' new Passy apartment. It was a tough time for the artist who was dissatisfied with much of his recent work, which was predominantly a mixture of still life, landscape views of the Passy streets and the River Seine. However, it was also at this point that he completed one of his finest works, the almost life-size *Self-Portrait* (Kettle's Yard, University of Cambridge) that oozes with self-confidence and illustrates the artist as a young man, standing on the balcony, holding a paintbrush and with a background of houses amidst a captivating Prussian blue sky.

The only other portrait listed in Eric Newton's 1938 literature on the artist from this year is the present work, *Portrait of a Young Man*. Like the aforementioned *Self-portrait*, which was likely painted earlier in the year, it is a confident example which no doubt depicts an attractive member of Wood and Gandarillas' male circle. The head and shoulders of the sitter dominate the canvas with little room for anything other than the intriguing background, which with its moody sky and formation of clouds gives no clue of specific location but hints at Surrealism. Wood's use of the dark palette is characteristic of his time spent in Vence later in the year where he was nursing his friend René Crevel, a member of the Surrealist movement, and inspired to paint darker landscapes that were influenced by Van Gogh's paintings of St Rémy.



PROPERTY FROM THE ESTATE OF WILLIAM AND JOSEPHINE ROTH

39 * AR

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

My Friend Beneath the Sea

signed 'JACK B YEATS' (lower right) and titled 'My Friend/Beneath/the Sea' (verso)

oil on panel

23 x 36 cm. (9 x 14 1/8 in.)

Painted in 1924

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 44,000

Provenance

W.M. Glynn, 1943

Private Collection, U.S.A.

Exhibited

Dublin, Engineers' Hall, *Pictures of Life in the West of Ireland*, 27 March-8 April 1924, cat.no.9

London, Arthur Tooth & Sons, *Pictures of Irish Life*, 12 March-4 April 1925, cat.no.7

Dublin, Contemporary Picture Galleries, *Later Work*, 27 October-8 November 1941, cat.no.13

Waterford, Municipal Gallery, *Loan Exhibition*, 26 June-10 July 1965, cat.no.13

Literature

Hilary Pyle, *Jack B. Yeats, A Catalogue Raisonné of the Oil Paintings, Volume I*, Andre Deutsch, London, 1992, p.209, cat.234 (ill.b&w)

As Hilary Pyle has commented, the present work depicts 'a naked figure swimming just below the surface of the sea, seen from below. The image is a memory of childhood in Sligo, when the artist went swimming with a friend, and they amused themselves by diving to the bottom and looking up from there. Yeats made a pen and ink sketch of this...possibly exercises from memory, some years after he painted them.' (Hilary Pyle, *Jack B. Yeats, A Catalogue Raisonné of the Oil Paintings, Volume I*, Andre Deutsch, London, 1992, p.209).



VARIOUS PROPERTIES

40^{AR}

WINIFRED NICHOLSON (1893-1981)

White Violets

signed, titled and dated 'White Violets/Winifred Nicholson/1922'
(verso)

pencil and oil on board

45.7 x 54.7 cm. (18 x 21 1/2 in.)

£20,000 - 30,000

€22,000 - 34,000

US\$25,000 - 38,000

Provenance

With Austin Desmond Fine Art, London, April 1984, where acquired by Reuters Group Plc, where acquired by the family of the present owner Private Collection, U.K.

Exhibited

London, Mansard Gallery, *Seventeenth Exhibition of the London Group*, 16 October-11 November 1922

London, W.B. Paterson Gallery, *Paintings by Benjamin and Winifred Nicholson*, May-June 1923, cat.no.27

Ascot, Austin Desmond Fine Art, *Aspects of Modern British Art*, 24 March-28 April 1984, cat.no.40

After Winifred and Ben Nicholson married in November 1920 they spent their honeymoon travelling around Italy looking for somewhere to live, eventually settling on a house at Castagnola, near Lugano, in the Italian speaking part of Switzerland. Here they spent three winters, travelling back to England via Paris where they admired works by Cézanne, Picasso, Braque, Rousseau, Matisse and Derain, absorbing what they had seen and experimenting furiously. Winifred described Paris as 'electric with innovation ... Its creative energy was not to be believed, so we always went back to Villa Capriccio and brooded our ideas'. (See Sebastian Barassi 'The Allure of the South: the Nicholsons in Italy and Switzerland, 1920-23' in *Art and Life: Ben Nicholson, Winifred Nicholson, Christopher Wood, Alfred Wallis, William Staite Murray, 1920-1923*, Philip Wilson Publishers, London, 2014). Many of the paintings then made have not survived, and *White Violets*, which was exhibited at the London Group show in the autumn of 1922 is the earliest known work from this

pivotal moment in Winifred Nicholson's development. Winifred's *White Violets* and Ben Nicholson's *1922 (Bread)* (Tate) give an indication of how closely the husband and wife worked together, but it was Winifred's painting which came to 'flowering point' the following winter, notably in *Cyclamen and Primula* (Kettle's Yard, Cambridge) and also exploring translucent white light, in an astonishing period of creativity that Winifred was never able to repeat. Winifred later wrote, 'You know how much I like buds, the beginnings of things, with all the promise to come implied, but not yet stated.' *White Violets*, with its white buds hovering expectantly and which introduces so many of Winifred's favourite ideas and themes, can be seen symbolically as just such a beginning with the promise implied.

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



**PROPERTY FROM THE COLLECTION OF PATRICIA NICHOL BARNES, EVANSTON,
ILLINOIS AND LONDON**

41 AR

WINIFRED NICHOLSON (1893-1981)

Candlemas I

indistinctly signed, titled and dated 'Candlemas I/Winifred Nicholson/1951' (verso)

oil on board

60.8 x 61.2 cm. (24 x 24 1/8 in.)

£50,000 - 80,000

€56,000 - 90,000

US\$63,000 - 100,000

Provenance

Helen Beguin

Sale; Phillips, London, 5 November 1991, lot 49

Private Collection, U.K.

Exhibited

London, Lefevre Gallery, *Winifred Nicholson*, February 1952

Possibly London, Leicester Galleries, *Recent paintings by Winifred Nicholson*, February 1954, no.3

Glasgow, Third Eye Centre, *Winifred Nicholson: Paintings 1900-1978*, 1979, no.45; this

exhibition travelled to Edinburgh, The Scottish Arts Council Gallery, September 1979, Carlisle

Art Gallery, November, Newcastle, Hatton Gallery, January 1980, Colchester, The Minorities,

February, St Ives, Penwith Society of Arts, March

London, Tate Gallery, *Winifred Nicholson*, 3 June-2 August 1987, cat.no.37

Literature

Winifred Nicholson, *Flower Tales - Winifred Nicholson*, LYC Press, Cumbria, 1976

Winifred Nicholson: Paintings 1900-1978, Third Eye Centre, Glasgow, 1979, no.45

Andrew Nicholson, *Unknown Colour: Paintings, Letters, Writings by Winifred Nicholson*, Faber & Faber, London, 1987, p.217

John Lane, *The Living Tree: Art and the Sacred*, Green Books, Devon, 1988, p.142 (ill.b&w.)

Christopher Andreae, *Winifred Nicholson*, Lund Humphries, Farnham, 2009, p.169

Candlemas I expresses one of Winifred Nicholson's most consistent themes with its expectation of spring about to arrive. At about the same time that this painting was made she wrote, 'I like promise of things to come. There always turns out such unexpected and exciting things in the colourlessness of the unknown future'. Candlemas is celebrated 2nd February and as the painting was almost certainly painted at Boothby, Cumberland, Winifred's father's house, and where she had been living since the beginning of the second world war, the hyacinth bulbs were most likely grown by Winifred herself. Another consistent theme in Winifred's painting is what she describes as 'the opposition of light and dark', here seen in the juxtaposition of the white flowers against the deep midnight blue of a frosty wintery night. In her article 'I Like To Have A Picture In My Room' Winifred wrote, 'Colour is one of the surest ways of

expressing joy – the joy that resides in a happy home. If the colours be welded scientifically, they can glow – even make luminosity in the even light of an interior; and added to this light my picture must have recesses with itself, a flower bud or a distinct prospect, expressing the secret within all that is true'.

Helen Beguin was a close friend of Winifred's. Originally secretary to Winifred's father, Charles Roberts, latterly she lived at the Chris House, Boothby, where she enjoyed her garden and made pots, many of which Winifred owned. See *Helen's Bunch in Helen's Pot* (1974) (*Winifred Nicholson in Cumberland*, Abbot Hall, 2016, p. 74).

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





VARIOUS PROPERTIES

42 AR

PETER LANYON (1918-1964)

Through

signed 'Lanyon' (verso); further signed, dated and titled 'Lanyon 64/(Through)' (verso)

watercolour, charcoal and collage

57.5 x 76.5 cm. (22 3/4 x 30 1/4 in.)

Executed in 1964

£15,000 - 25,000

€17,000 - 28,000

US\$19,000 - 31,000

Provenance

With Beaux Arts, London, 1994, where purchased by the present owner Private Collection, U.K.

Exhibited

London, Gimpel Fils, *Peter Lanyon 1918-1964, Gouaches and Drawings*, complementing the Tate retrospective of his oil paintings, 11 June-6 July 1968, no.8



43 AR

PATRICK HERON (1920-1999)

January 8: '83: II

gouache

58 x 79 cm. (22 3/4 x 31 in.)

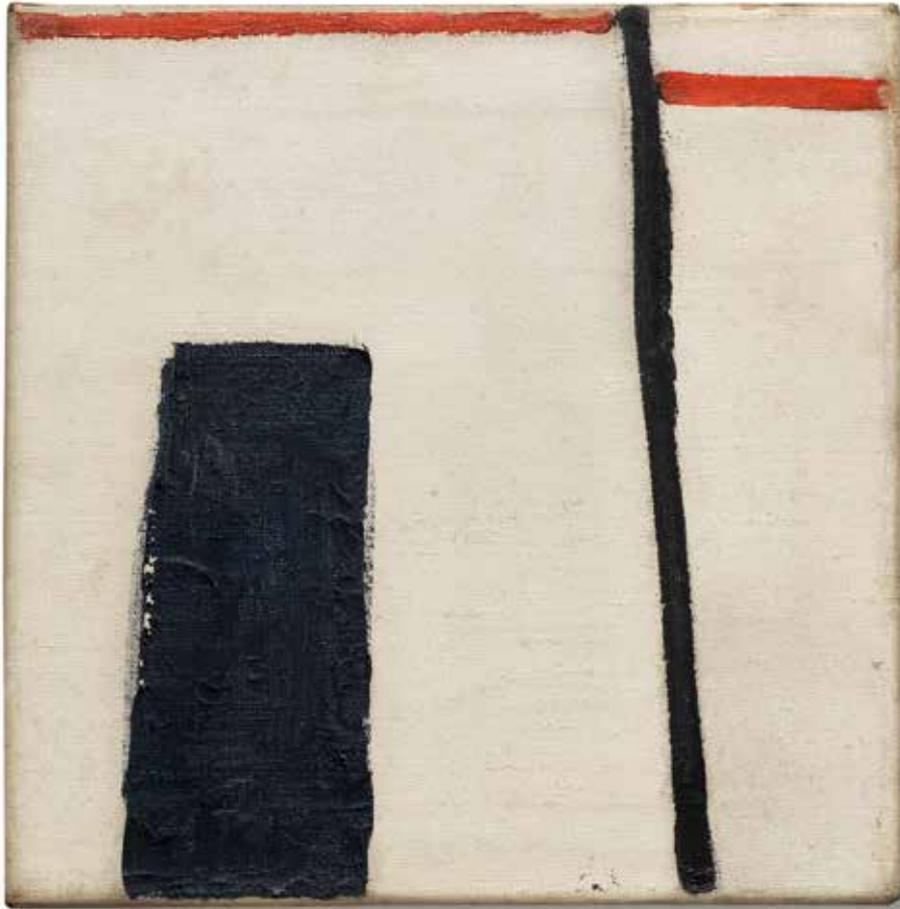
£15,000 - 25,000

€17,000 - 28,000

US\$19,000 - 31,000

Provenance

Plymouth Arts Centre, 1998, where purchased by the present owner
Private Collection, U.K.



PROPERTY FROM THE COLLECTION OF PATRICIA NICHOL
BARNES, EVANSTON, ILLINOIS AND LONDON

44 AR

ROGER HILTON (1911-1975)

Red and Black on White
signed 'HILTON' (on the stretcher)
oil on canvas
25.6 x 25.6 cm. (10 x 10 in.)

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 25,000

Provenance

Sale; Phillips, London, 17 November 1992, lot 75
Private Collection, U.K.

We are grateful to Andrew Lambirth for his assistance in cataloguing
this lot.



VARIOUS PROPERTIES

45 AR

ROGER HILTON (1911-1975)

September 1953

signed, inscribed and dated 'HILTON/18 X 12/SEPT '53' (verso)

oil on canvas

45.6 x 30.3 cm. (18 x 12 in.)

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 25,000

Provenance

Collection of Michael and Madeleine Canney, thence by descent
Private Collection, U.K.

Exhibited

London, The South Bank Centre, *Roger Hilton*, 4 November 1993-6
February 1994, no.12

Literature

Andrew Lambirth, *Roger Hilton, The Figured Language of Thought*,
Thames & Hudson, London, 2007, p.86 (col.ill.)
Roger Hilton, The South Bank Centre, Exhibition Catalogue, London,
1993 (front cover illustration)

The present work is to be sold with a copy of the 1993 South Bank
Centre exhibition catalogue.



46^{AR}

LYNN CHADWICK R.A. (1914-2003)

Maquette IV Diamond 1984

stamped with initial and numbered 'C13 2/9' (underneath)
bronze with a black patina

35.5 cm. (14 in.) long

Please note that this work is incomplete and is one of a two-piece
sculpture

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 25,000

Provenance

With Marlborough Fine Art, London

Sale; Bonhams, 12 March 2008, lot 48, where purchased by the
present owner

Private Collection, U.K.

Exhibited

London, Marlborough Fine Art, 31 October-7 December 1984, no.16
(another cast)

Literature

Dennis Farr and Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund
Humphries, Aldershot, 2006, cat.no.C13, p.351 (another cast ill.b&w)



47^{AR}

DENIS MITCHELL (1912-1993)

Widdon

stamped with initials 'DAM' (at the base of the bronze) and inscribed
'TO KATH & TERRY/LOVE/DENIS' (under the slate base)

polished bronze on a slate base

50 cm. (19 3/4 in.) high (including the slate base)

Conceived in 1970, an Artist's proof from the edition of 4

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

Sir Terry Frost (1915-2003), thence by family descent to the present owner
Private Collection, U.K.



48 AR

IVON HITCHENS (1893-1979)

Figure in Shade No.2 1959

signed 'Hitchens' (lower right); further titled, inscribed and dated
'Figure in Shade No.2/1959/by Ivon Hitchens/Greenleaves, Petworth,
Sussex' (on a label attached to the stretcher)

oil on canvas

51 x 76 cm. (20 x 30 in.)

£20,000 - 30,000

€22,000 - 34,000

US\$25,000 - 38,000

Provenance

With Basil Jacobs Fine Art, London, where purchased by the present
owner in 1971

Private Collection, U.K.

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



49^{AR}

IVON HITCHENS (1893-1979)

Blue Door Series no.3 1971

oil on canvas

51 x 105 cm. (21 1/2 x 41 in.)

£30,000 - 50,000

€34,000 - 56,000

US\$38,000 - 63,000

Provenance

John Hitchens, from whom purchased by the present owner in 1992
Private Collection, U.K.

Literature

Peter Khoroché, *Ivon Hitchens*, Andre Deutsch, London, 1990, pl.81
(col.ill.)

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

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



50^{AR}

DOD PROCTER R.A. (1892-1972)

Flowers on a Mat

signed 'Dod Procter' (upper left); further signed, titled and inscribed

'Flowers on a Mat/Dod Procter/(For R.A.)' (verso)

oil on board

44.5 x 50.5 cm. (17 1/2 x 19 3/4 in.)

£4,000 - 6,000

€4,500 - 6,700

US\$5,000 - 7,500

Provenance

Private Collection, U.K.



51 AR

ELIOT HODGKIN (1905-1987)

Bowl of Peaches

signed and dated 'Eliot Hodgkin 5 IX 65' (lower left)

oil on canvas laid on board

18.5 x 29.5 cm. (7 1/4 x 11 5/8 in.)

£7,000 - 10,000

€7,900 - 11,000

US\$8,800 - 13,000

Provenance

With Thomas Agnew & Sons, London, where purchased by the family of the present owner

Private Collection, U.K.

Exhibited

London, Thomas Agnew & Sons, *Eliot Hodgkin Recent Paintings in Oil and Tempera*, 21 November-17 December 1966, cat.no.41

We are grateful to Mark Hodgkin for his assistance in cataloguing this and the following four lots. He is currently preparing the forthcoming catalogue raisonné of the artist's work and would like to hear from owners of any work by the artist so that these can be included in this comprehensive catalogue. Please write to Mark Hodgkin, c/o Bonhams, Modern British Art Department, 101 New Bond Street, London, W1S 1SR, or email britart@bonhams.com



52^{AR}

ELIOT HODGKIN (1905-1987)

Apricots, Gooseberries and Currants
signed and dated 'Eliot Hodgkin 6 VIII 64' (lower left)
tempera on board
8.5 x 11 cm. (3 1/4 x 4 1/2 in.)

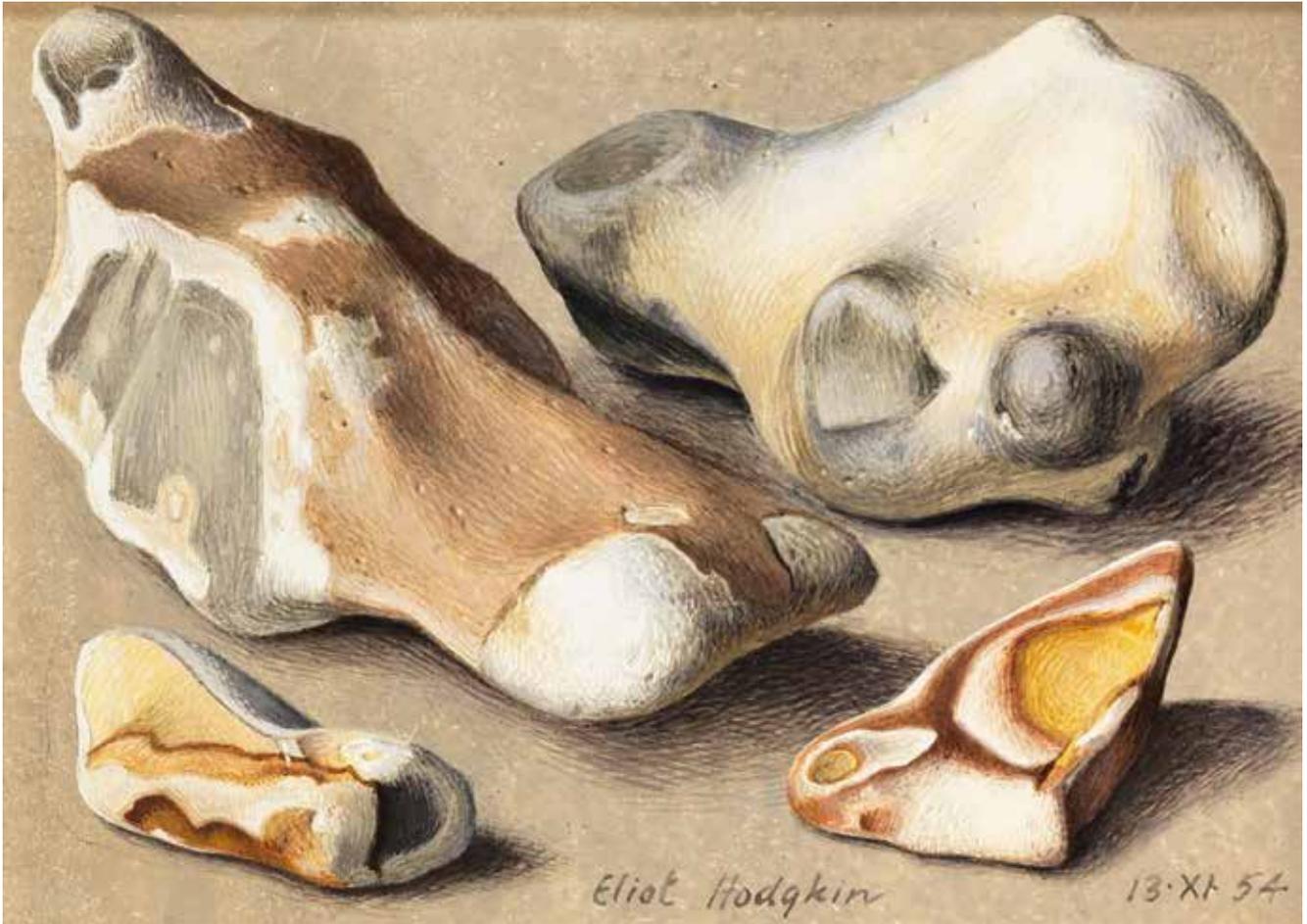
£5,000 - 8,000

€5,600 - 9,000

US\$6,300 - 10,000

Provenance

Sale; Bonhams, London, 18 September 2012, lot 170, where acquired
by the present owner
Private Collection, U.K.



53 AR

ELIOT HODGKIN (1905-1987)

Four Flints

signed and dated 'Eliot Hodgkin 13.XI.54' (lower right)

tempera on board

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

£6,000 - 8,000

€6,700 - 9,000

US\$7,500 - 10,000

Provenance

Kettner's Restaurant

With Hazlitt, Gooden & Fox, London

Private Collection, U.K.

Exhibited

London, The Leicester Galleries, *Eliot Hodgkin, Terry Frost and Cecil Collins*, February 1956, cat.no.4

London, Hazlitt, Gooden & Fox, *Eighteen Selected Still Life Studies from 1954 to 1957*, 6 October-5 November 1993, cat.no.4



54 AR

ELIOT HODGKIN (1905-1987)

Basket of Fruit

signed and dated 'Eliot Hodgkin Sept 53.' (lower left); further signed and titled (on a label attached verso)

tempera on board

22 x 50 cm. (8 3/4 x 19 3/4 in.)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Major Geoffrey Frederick Robert Hirst

With The Bourne Gallery, Reigate, where acquired by Private Collection

Sale; Christie's, London, 17 May 2006, lot 439

Their sale; Sotheby's, London, 11 June 2014, lot 127, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Wildenstein Gallery, *Contemporary British Painters*, 18 November-23 December 1953, cat.no.38



55 AR

ELIOT HODGKIN (1905-1987)

Basket of Vegetables

signed and dated 'Eliot Hodgkin April-May 1953.' (lower right); further signed and titled (on a label attached verso)

tempera on board

22 x 50 cm. (8 3/4 x 19 3/4 in.)

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

Major Geoffrey Frederick Robert Hirst

With The Bourne Gallery, Reigate, where acquired by Private Collection

Sale; Christie's, London, 17 May 2006, lot 441

Their sale; Sotheby's, London, 11 June 2014, lot 128, where acquired by the present owner Private Collection, U.K.

Exhibited

London, Wildenstein Gallery, *Contemporary British Painters*, 18 November-23 December 1953, cat.no.39

56^{AR}

IVON HITCHENS (1893-1979)

Autumn Larchwood
signed indistinctly 'Hitchens' (lower right)
oil on canvas
43.3 x 109.8 cm. (17 x 43 1/4 in.)
Painted circa 1948

£40,000 - 60,000

€45,000 - 67,000

US\$50,000 - 75,000

Provenance

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

In 1940 the Hitchens family were forced to evacuate their bombed London home and move to Lavington Common near Petworth in Sussex. Hitchens was already familiar with this landscape having spent time painting there during the late 1930s and the seclusion and tranquility of the woodland, comprising of a mixture of oak, larch, birch and chestnut, would provide him with abundant material in the years ahead. Ironically, the devastation in the capital had freed him from former constraints and as Peter Khoroché has commented, his pictures in the 1940s are 'painted with unprecedented assurance and vitality, an uprush of energy – a renewal through contact with nature'. (Peter Khoroché, *Ivon Hitchens*, Lund Humphries, Farnham, 2014, p.72).

Autumn Larchwood dates to the later 1940s and at this point the distinctive harmonies of sage-green, grey and beige brown have given way to red, rich brown and yellow. Hitchens wanted

to demonstrate the vivid, flowing nature of the countryside and the dramatic change the seasons had on the landscape. He conveyed this in a manner similar to Cézanne by means of a formal engagement with shape, space and depth. As in the present work, Hitchens favoured painting from the ground up, immersing us in the woodland itself with the sky only a vague presence hinted at by the light filtering through the foliage. In *Autumn Larchwood* we are drawn into and across the busy canvas and then down the receding tree lined path that the artist frequently incorporated into his bold interpretations of the landscape.

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





Signature

57 AR

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

Mecca-Dante Trophy

signed and numbered 'Frink 10/10' (on the bronze base)

bronze with a brown patina

30.5 cm. (12 in.) high

Conceived in 1982-3

£40,000 - 60,000

€45,000 - 67,000

US\$50,000 - 75,000

Provenance

Sale; Phillips, London, 25 November 1997, lot 96, where purchased by the present owner
Private Collection, U.K.

Literature

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

Salisbury, 1984, p.197, cat.no.276 (ill.b&w, another cast)

Annette Ratuszniak, *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.156, cat.no.FCR314 (col.ill., another cast)

Commissioned by Mecca Bookmakers for the 1983 Mecca-Dante Stakes, the 1983 winner of which was a horse called *Hot Touch*, owned by Mr. E Mollers, trained by Geoff Wragg and ridden by Pat Eddery.



“ Frink’s dogs are an excellent example of the way in which she managed to remain a popular, communicative artist at a time when the visual arts, sculpture in particular, were becoming increasingly esoteric. ”

– (Edward Lucie-Smith, 1994)



Signature

58 * AR

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

Dog

signed and numbered 'Frink 3/6' (on the base)

bronze with a brown patina

110 cm. (43 1/4 in.) long (including the bronze base)

Conceived in 1980

£150,000 - 200,000

€170,000 - 220,000

US\$190,000 - 250,000

Provenance

With Terry Dintenfass, New York, 6 March 1992

Private Collection, U.S.A.

Exhibited

London, Waddington Galleries, *Elisabeth Frink: Recent Sculpture, Works on Paper*, 1981

Winchester, Great Courtyard, *Elisabeth Frink: Sculpture in Winchester*, 17

July-13 September 1981

Dorchester, Dorset County Museum, *Elisabeth Frink: Sculpture and Drawings*, 17 July-18 September 1982

Wakefield, Yorkshire Sculpture Park, *Elisabeth Frink: Open Air*

Retrospective, 1983

Literature

Sarah Kent, *Elisabeth Frink: Sculpture in Winchester*, exh.cat., Great Courtyard, Winchester, 1981

Jill Willder (ed.), *Elisabeth Frink Sculpture Catalogue Raisonné*, Salisbury, 1984, pp.192-3, cat.no.253 (ill.b&w, another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink; Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.145, cat. no.FCR288 (ill.b&w, another cast)





Man's best friend, the domesticated dog, first appeared on its own in Frink's oeuvre as early as 1957, a bronze sculpture simply titled *Dog*, cast in a small edition of just three. Much less kindly in appearance than the present lot, it was cast from her life size sculpture, *Blind Beggar and Dog*, conceived the same year, for which there is also a maquette. In this work the animal is used in a protective roll, leading its helpless master forward in search of money. The dog's legs have been attenuated so that the animal takes on the appearance of something distinctly wild, like a jackal perhaps. Another *Dog* then appears in 1958, even less representative than her first with its spindly legs almost buckling under the weight of its hefty body and thickly set

head and neck. A hiatus of over two decades then occurs with this subject until it resurfaces in 1980 with the present lot. Her dogs from this period take on the appearance of a specific breed, despite Frink denying these claims. At Woolland, her Dorset home, Vizslas (a handsome Hungarian, gun-dog) had been introduced by her third husband Alex Csáky, a keen shooter, and it is impossible not to relate *Dog* to this breed, which is golden-red in colour with its characteristic stubby, erect tail, droopy ears and pointed snout.

“ She had first-hand experience of domesticated animals, such as hounds and horses, and was fascinated by how close the interdependent relationship, nurtured over millenia, had diminished the prey-predator relationship for mutual benefit. ”

– (Calvin Winner, 2018)



59 * AR W

SOPHIE RYDER (BORN 1963)

Lady-Hare on Dog

bronze with a grey patina

150 cm. (59 in.) high

Conceived in 1999 and cast in an edition of 9

£35,000 - 45,000

€39,000 - 51,000

US\$44,000 - 57,000

Provenance

With Berkeley Square Gallery, London, 2000, where purchased by the present owner
Private Collection, U.S.A.





60 * AR

BARRY FLANAGAN, R.A. (1941-2009)

Horse on Anvil

signed with monogram, numbered '3/8' and stamped with the foundry mark
(on the base)

bronze with a black patina

56 cm. (22 in.) high

Conceived and cast in 2001

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 44,000

Provenance

With Solomon Gallery, Dublin

Private Collection, U.K.

Sale; Phillips, 6 October 2016, lot 148

Private Collection, Switzerland

Exhibited

Salzburg, Thaddaeus Ropac, *Barry Flanagan*, 14 February-6 April 2002 (another cast)

Recklinghausen, Kunsthalle Recklinghausen, *Barry Flanagan: Sculpture & Drawing*,

4 May-14 July 2002 (another cast)

Dublin, Irish Museum of Modern Art, *Barry Flanagan: Sculpture 1965-2005*, 28

June-24 September 2006 (another cast)

Dublin, Solomon Gallery, *The Secret Garden*, 15-26 May 2008 (another cast)

Paris, Galerie Lelong, *Barry Flanagan: Chevaux et Compagnie*, 7 April-14th May

2011 (another cast)



61 AR

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

Crucifixion II

oil on canvas

172.8 x 144.8 cm. (68 x 57 in.)

Painted 1987-9

£60,000 - 80,000

€67,000 - 90,000

US\$75,000 - 100,000

Provenance

With Albemarle Gallery, London, 1989

Private Collection

Sale; Christie's, London, 6 November 1998, lot 59, where purchased by the present owner

Private Collection, U.K.

Exhibited

London, Albemarle Gallery, *Craigie Aitchison, Recent Paintings*, 1989, cat.no.2 (ill.)

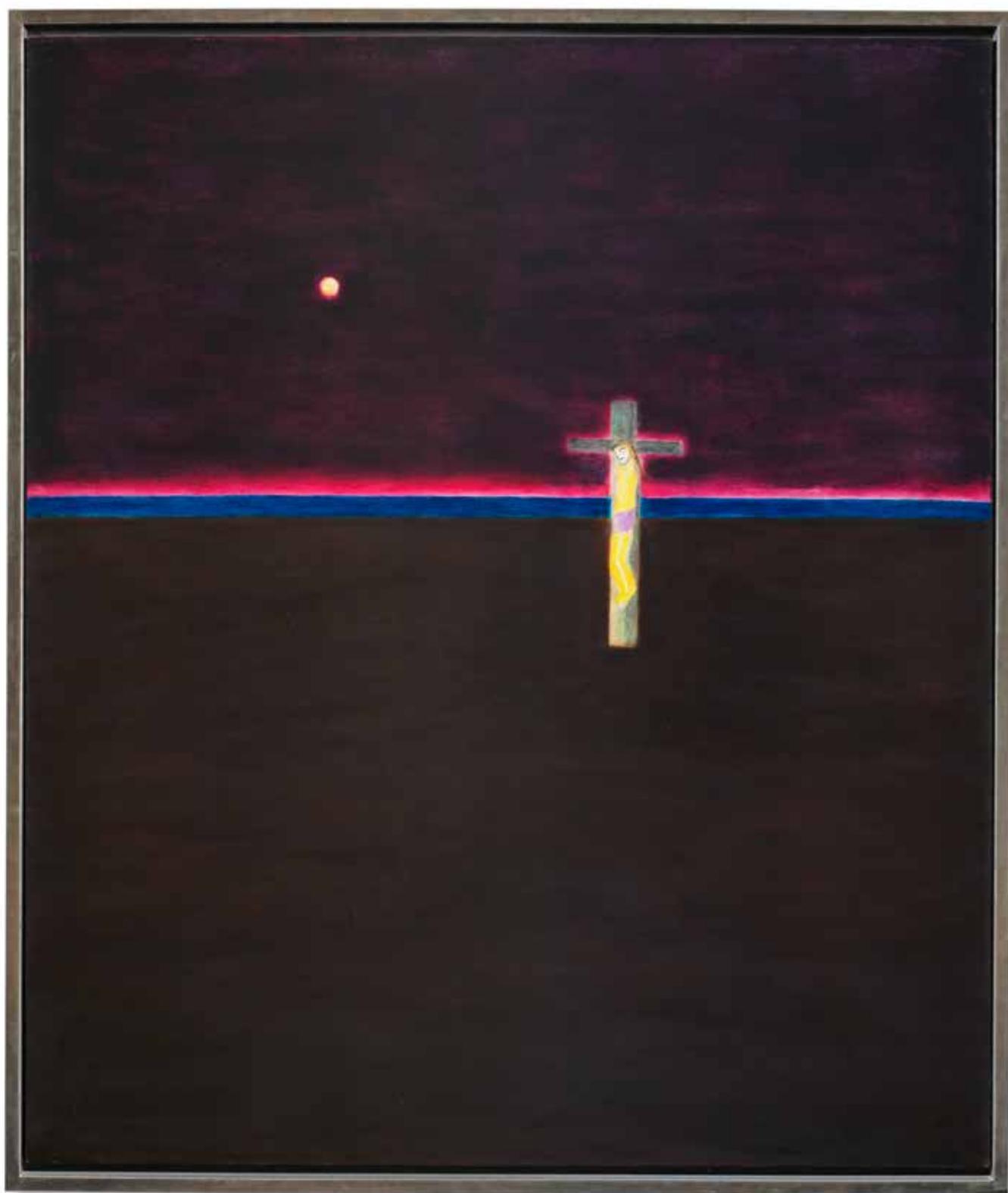
Literature

Andrew Gibbon-Williams, *Craigie, The Art of Craigie Aitchison*, Canongate, Edinburgh, 1996, p.116, pl.80 (col.ill.)

Cate Haste, *Craigie Aitchison, A Life in Colour*, Lund Humphries, Farnham, 2014, p.153, pl.143 (col.ill.)

The crucifixion motif first appeared in Craigie's oeuvre 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, receiving both critical applause and commercial support. Other British artists of the period tackled this subject, including Graham Sutherland, but only Craigie embraced it in an almost obsessive way.

Cate Haste comments on the present painting, '*Crucifixion II* returns to the simplicity of a solitary distant figure in a desolate landscape, the only other feature a shining moon in the darkened sky. The facial features are simply outlined and there is no halo. The flat horizon in parallel bands of pink above deep blue appears to shimmer as if aflame, and also suggests the emergent dawn. The pink glow is continued round the edge of the cross, with the ambiguous suggestion of renewal – or transformation – through fire.' (Cate Haste, *Craigie Aitchison, A Life in Colour*, Lund Humphries, Farnham, p.151)



62^{AR}

LEON KOSSOFF (1926-2019)

From Goya: Procession of the Flagellants

black and coloured chalks and wash

44.5 x 74.5 cm. (17 1/2 x 29 1/4 in.)

Executed in 1994

£25,000 - 35,000

€28,000 - 39,000

US\$31,000 - 44,000

Provenance

With Annely Juda, London

With Mitchell-Innes & Nash, New York, 21 October 2013, where purchased by the present owner

Private Collection, France

Exhibited

London, The National Gallery, *Leon Kossoff: Drawing from Painting*, 14 March-1 July 2007, cat.no.44.

An appreciation for the Old Masters has been an important part of Leon Kossoff's art ever since he travelled from his home in Hackney to Trafalgar Square to visit the National Gallery as a young boy in 1936. It was upon viewing Rembrandt's *A Woman Bathing in a Stream* and seeing the Dutch master's depiction of his lover Hendrickje Stoffels, that he felt the urge to draw.

Whilst many artists learn from the distinguished names of the past, Kossoff has never stopped looking to them. In addition to his long-standing relationship with the National Gallery, Kossoff has always visited the major survey shows that have come to the capital with the present work created in response to the 1994 Francisco de Goya exhibition at the Royal Academy. Kossoff's interpretation of the Spanish master's oil painting produced between 1812 – 1819 and residing in the Real Academia de Bellas Artes de San Fernando, Madrid is typically energetic in depicting a procession of Roman Catholic men dressed in white, wearing pointed hats and whipping their bared backs in penitence.





63^{AR}

ROWAN GILLESPIE (BORN 1953)

Galatea

signed, numbered and dated 'ROWAN 2/9 1982' (on the base)

bronze with a golden patina

74.5 cm. (29 1/4 in.) high

Conceived and cast in 1982

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

The Artist

With Galleri Cassandra, Norway, 1982, where acquired by

Olav Wiik-Hansen

Private Collection, Norway

Please note that the current work is from an edition of 3 and not 9 as inscribed as the mould was destroyed after the third casting.

We are grateful to the Artist for his assistance in cataloguing this lot.



PROPERTY FROM THE COLLECTION OF THE
MARY DUKE BIDDLE TRENT SEMANS FOUNDATION

64 * AR

REG BUTLER (1913-1981)

Study for Girl Tying her Hair, 3
signed with monogram and numbered '3/8' (on the base)
bronze with a dark brown patina
47 cm. (18 1/2 in.) high
Conceived in 1959

£7,000 - 10,000

€7,900 - 11,000

US\$8,800 - 13,000

Provenance

Collection of the Mary Duke Biddle Trent Semans Foundation

Exhibited

London, Hanover Gallery, *Reg Butler: Sculpture*, 9 June-8 July 1960, cat.no.10 (another cast)
New York, Pierre Matisse Gallery, *Reg Butler: Recent Sculpture: 1959-1962*, 30 October-17 November 1962, cat.no.13 (another cast)
Kentucky, J.B. Speed Art Museum, *Reg Butler: A Retrospective Exhibition*, 22 October-1 December 1963, cat.no.88 (another cast)

Literature

Margaret Garlake, *The Sculpture of Reg Butler*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & Hampshire, 2006, p.155, cat.no.197 (ill.b&w., another cast)



VARIOUS PROPERTIES

65 AR

REG BUTLER (1913-1981)

St Catherine

signed with monogram, numbered '7/8' and stamped with a Susse foundry stamp (on the base)

bronze with a black patina

45 cm. (17 3/4 in.) wide

Conceived in 1959

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

Sale; Christie's, London, 6 November 1998, lot 232, where purchased by Gallery Pangolin, Chalford, by whom gifted to the present owner on his retirement Private Collection, U.K.

Exhibited

London, Hanover Gallery, *Reg Butler: Sculpture*, June-July 1960, cat.no.5

New York, Pierre Matisse Gallery, *Reg Butler: Recent Sculpture: 1959-1962*, 30 October-17 November 1962, cat.no.3

Kentucky, J.B. Speed Art Museum, *Reg Butler: A Retrospective Exhibition*, 22 October-1 December 1963, cat.no.84

Chalford, Gallery Pangolin, '*Vitalism*' *British Sculptors of the '50s*, 12 November-22 December 2001 (as *Figure in Space*)

Literature

Margaret Garlake, *The Sculpture of Reg Butler*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & Hampshire, 2006, p.152, cat.no.185 (ill.b&w., another cast)

The present work was titled *Figure in Space* in the Gallery Pangolin exhibition in 2001 under the instruction of the Artist's widow Rosemary Butler.

We are grateful to Margaret Garlake for her assistance in cataloguing this lot.





66 AR

JOE TILSON R.A. (BORN 1928)

Twin Collage

signed, inscribed and dated 'TWIN COLLAGE/1962/Joe Tilson' (on the backboard)

oil, wood relief and collage on panel

73.5 x 40.5 cm. (29 x 16 in.)

£6,000 - 8,000

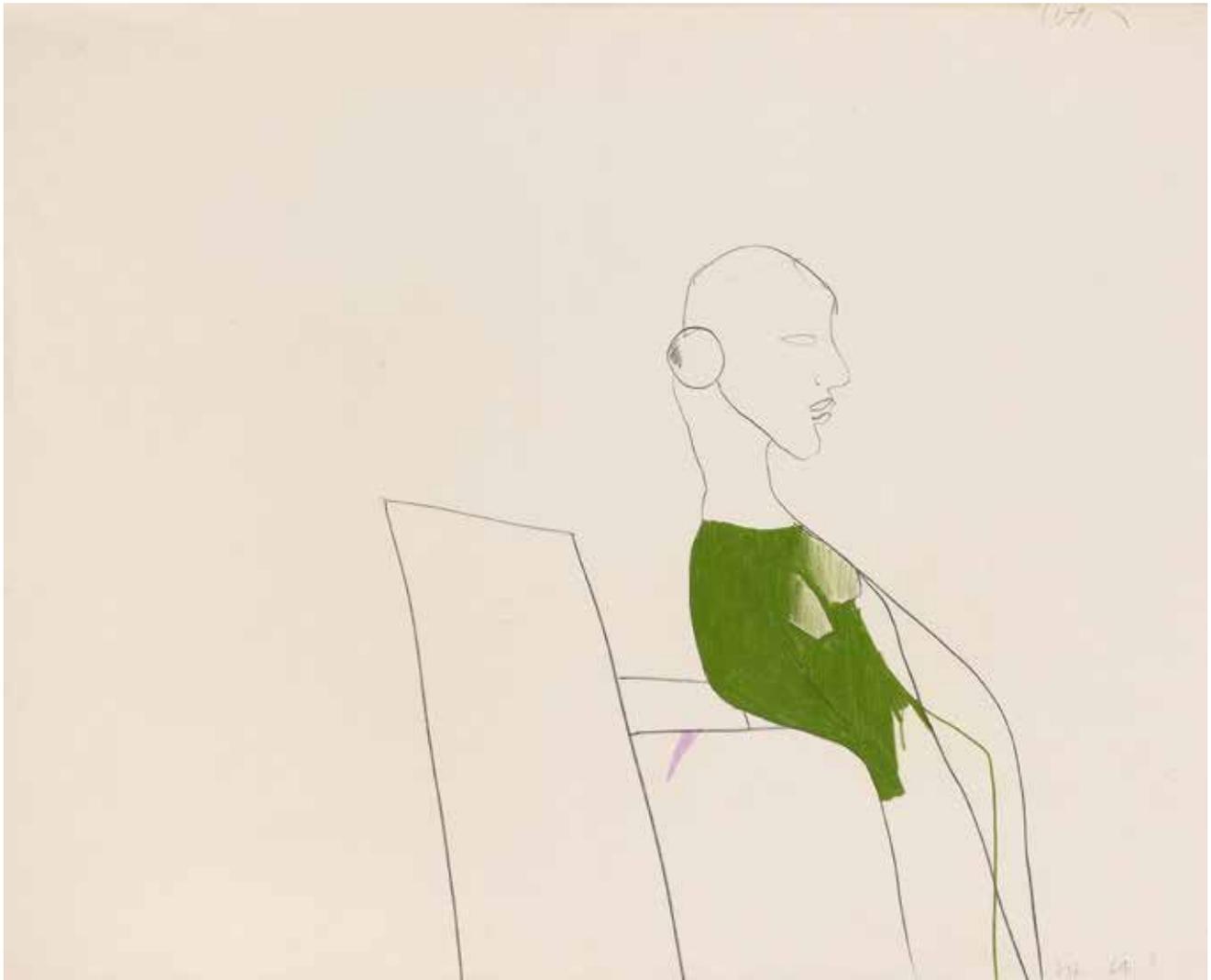
€6,700 - 9,000

US\$7,500 - 10,000

Provenance

With New London Gallery, London

Sale; Christie's, South Kensington, 12 December 2014, lot 117



67 AR

DAVID HOCKNEY R.A. (BORN 1937)

Green woman

signed with initials and dated 'DH 64' (lower right)

pencil and crayon

46.7 x 58.2 cm. (18 3/8 x 22 7/8 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

Private Collection, U.K.

PROPERTY FROM THE ESTATE OF WILLIAM AND JOSEPHINE ROTH

68 * AR

KENNETH ARMITAGE (1916-2002)

Standing Figure with Arms Sideways

signed with initials 'KA' (on the base)

bronze with a black patina

40.7 cm. (16 in.) high (including the base)

Conceived in 1956-7

£40,000 - 60,000

€45,000 - 67,000

US\$50,000 - 75,000

Provenance

Private Collection, U.S.A.

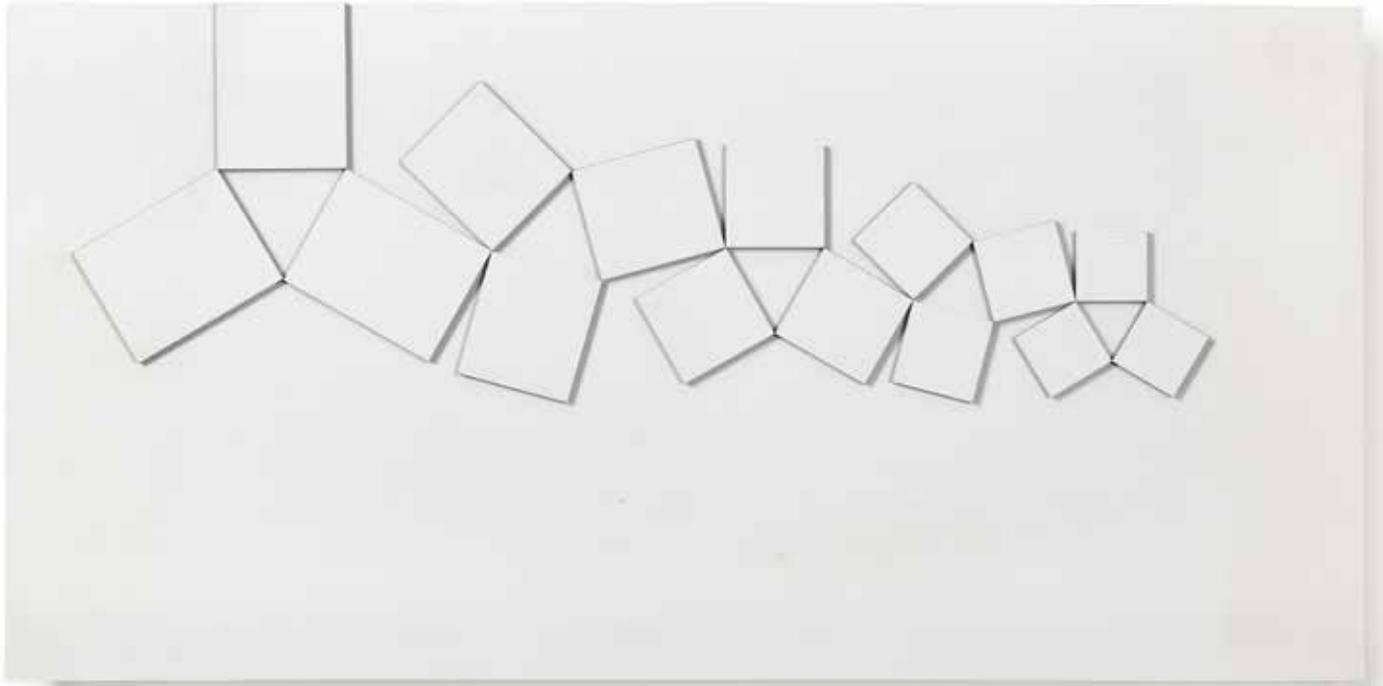
Exhibited

Venice, British Pavilion, *XXIX Venice Biennale*, 1 June-30 September 1958, cat. no.29; this exhibition travelled to Paris, Musee National D'art Moderne, 22 November-21 December 1958, Cologne, Wallraf-Richartz-Museum, 10 Jan 1959, Brussels, Palais Des Beaux-Arts De Bruxelles, 6 March-29 March 1959, Zurich, Kunsthhaus, 10 April 1959, Rotterdam, Museum Boymans-Van Beuningen, 2 June-30 June 1959 (another cast)
London, Whitechapel Art Gallery, *Kenneth Armitage: Retrospective Exhibition of Sculpture and Drawings*, July-August 1959, cat.no.29 (another cast)
Arts Council of Great Britain, *Kenneth Armitage*, Beirut, American University, 1961; this exhibition travelled to Greece 1961, Austria 1962, Spain 1963, Australia 1965, Singapore, 1968, Cuba 1970, Argentina 1971, Brazil, 1973, Norway 1974, Malaysia, 1975 (another cast)
Arts Council of Great Britain, *40 Years of British Sculpture*, Jordan, Amman, Jordan National Gallery, 1981; this exhibition travelled to Zimbabwe 1982, South Africa 1983, Yugoslavia 1986, Slovenia 1986, Turkey 1986, Greece 1987, Egypt 1988, Botswana 1988, Cyprus 1988, New Zealand 1989, Philippines 1990, Canada 1991-2, Estonia 1993, Riga 1993, Lithuania 1993, Ukraine 1994 (another cast)
British Arts Council, *A Changing World 50 Years of Sculpture from the British Council Collection*, St Petersburg, 18 October-21 November 1994; this exhibition travelled to Moscow 28 April-28 May 1995, Prague, 27 June-30 September, Casablanca, 10 January-14 March 1996, Essen, 21 April-2 June 1996 (another cast)
British Arts Council, *Kenneth Armitage 1916-2002 Centenary Sculpture Exhibition*, Bath, Victoria Art Gallery, 10 September-27 November 2016; this exhibition travelled to Leeds, Leeds University, The Stanley & Audrey Burton Gallery, 15 March-15 July 2017 (another cast)

Literature

Tamsyn Woollcombe, *Kenneth Armitage, Life and Work*, Henry Moore Foundation in association with Lund Humphries, Much Hadham and London, 1997, p.144, cat. no.KA63 (as *Standing Woman with Arms Sideways*, another cast)
James Scott, *The Sculpture of Kenneth Armitage*, Lund Humphries, London, 2016, p.44, 109 (ill.b&w., another cast)





VARIOUS PROPERTIES

69^{AR}

ANTHONY HILL (BORN 1930)

Low Relief

signed 'anthony Hill' (verso)

melamine with relief

30.5 x 61 cm. (12 x 24 in.)

Conceived in 1963

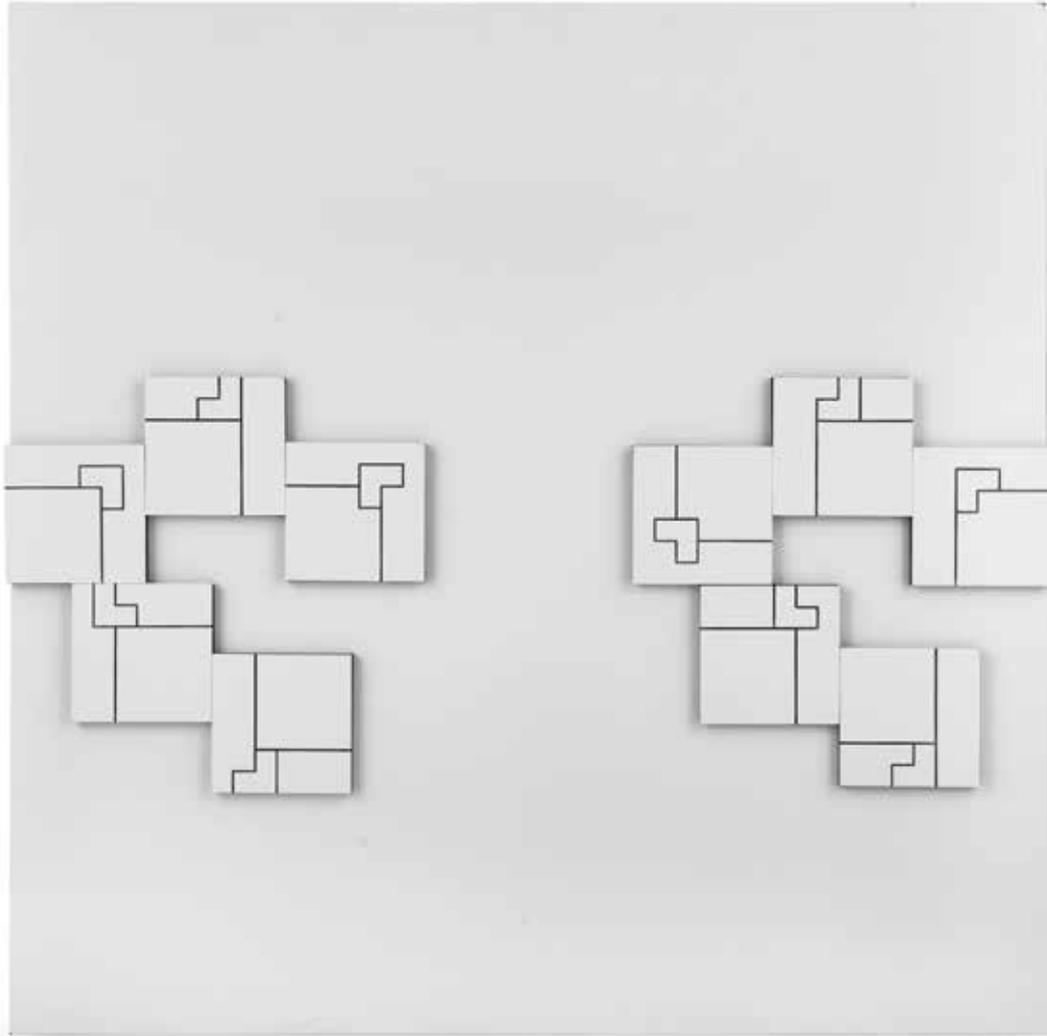
£4,000 - 6,000

€4,500 - 6,700

US\$5,000 - 7,500

Provenance

With Laurent Delaye Gallery, London



70 AR

ANTHONY HILL (BORN 1930)

10 in Diptych

signed, further signed with monogram, titled and dated '1983/AH/82-3/10 IN DIPTYCH/ANTHONY HILL' (on the backboard)

melamine with engraved relief

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

(unframed)

£4,000 - 6,000

€4,500 - 6,700

US\$5,000 - 7,500

Provenance

The Artist

With Austin Desmond Fine Art, London, where acquired by Robert Devereux, September 2003

His sale; Sotheby's, London, 4 November 2010, lot 123

Exhibited

London, Arts Council of Great Britain, *Anthony Hill*, 1983, cat.no.110 (where lent by the Artist)



71 AR W

BOYLE FAMILY

Pavement with concrete fragments and car and bicycle tyre tracks -
London Series, 1979
mixed media, resin and fibreglass
183 x 183 cm. (72 x 72 in.)

£7,000 - 10,000

€7,900 - 11,000

US\$8,800 - 13,000

Provenance

With Richard Hines Gallery, Seattle



72 AR W

BOYLE FAMILY

Shepherd's Bush London Study, 1966

mixed media, resin and fibreglass

157.5 x 158 cm. (62 x 62 1/4 in.)

together with a photograph, *Outside a Telephone Kiosk*, by the same hand

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

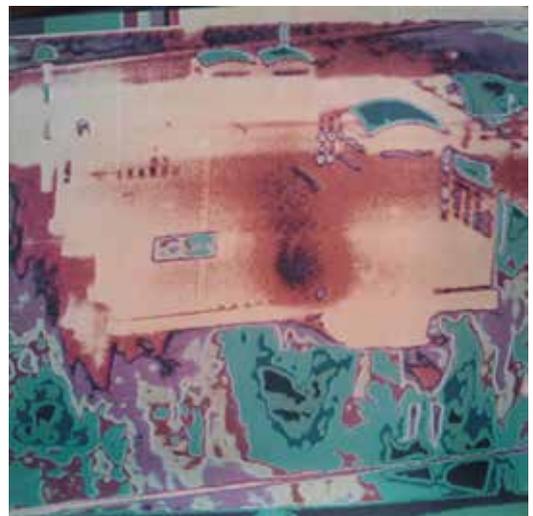
Provenance

With Charles Cowles Gallery, New York (*Outside a Telephone Kiosk*)

Exhibited

Venice, *XXXVIII Venice International Biennale*, British Pavilion, 1978, cat.no.15c

(*Outside a Telephone Kiosk*)



Photograph



73^{AR}

PAUL FEILER (1918-2013)

Janus, XIX

signed, titled and dated 'PAUL FEILER/JANUS, XIX 1997' (verso)

oil on canvas laid on panel

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

Provenance

With The Redfern Gallery, London, 29 May 1998, where purchased

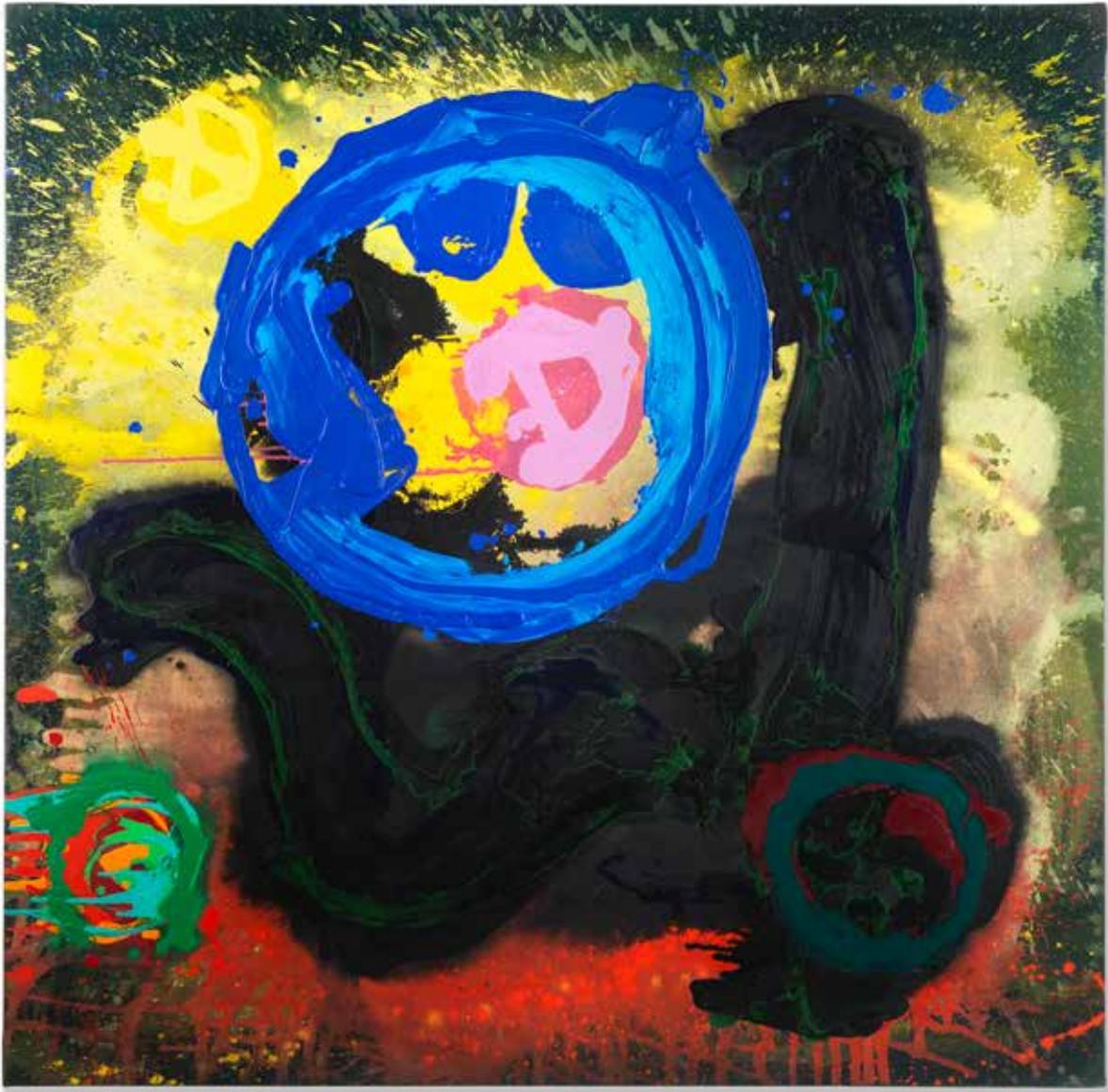
by the present owner

Private Collection, U.K.

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 25,000



74 AR

JOHN HOYLAND R.A. (1934-2011)

Conjure You

signed, titled and dated 'Conjure You John Hoyland 4.11.88' (verso)

acrylic on cotton duck

152 x 152 cm. (59 3/4 x 59 3/4 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

With Waddington Galleries, London, where purchased by
Private Collection

Sale; Christie's, London, 22 May 1996, lot 100

Sale; Christie's, London, 29 June 2000, lot 20

The Estate of Jessye Norman

The Hoyland Estate are currently preparing the forthcoming catalogue raisonné of the Artist's work and would like to hear from owners of any work by the Artist so that these can be included in this comprehensive catalogue. Please write to The Hoyland Estate, c/o Modern British and Irish Art, Bonhams, 101 New Bond Street, London, W1S 1SR or email britart@bonhams.com

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PAUL NASH (1889-1946)

Leaving the Trenches
signed 'Nash' (lower right)
pencil, watercolour, pastel, pen and ink
20.5 x 24.7 cm. (8 x 9 3/4 in.)

Sold for £81,000

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SALVADOR DALÍ (1904-1989)

Couple aux têtes pleines de nuages
oil on two panels within the artist's frames
94.5 x 74.5cm (37 3/16 x 29 5/16in)
87.7 x 65.8cm (34 1/2 x 25 7/8in)
Painted in 1937
£7,000,000 - 10,000,000 *

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

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

4. CONDUCT OF THE SALE

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

solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

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

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

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

Bidding through an agent

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

details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

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

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details. Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or *vice versa*.

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

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

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

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

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

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

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

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the

Sale of any Lot if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import 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 Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a Lot under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a Lot or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any Lot or any *Description* or *Estimate* made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *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.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years

to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*.

Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

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

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 6cm

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on

a successful Sale or a financial loss if unsuccessful.

- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- ⊕ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

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

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

2 SELLER'S WARRANTIES AND 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 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
 - 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the *Bonhams* website, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller*

or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams'*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 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 after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. 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* beyond 7 days from the day of 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: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

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 in full 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: (i) *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* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
 - 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 should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
 - 7.4 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.
 - 7.5 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*.
 - 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.
- #### 8 FAILURE TO PAY FOR THE LOT
- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
 - 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
 - 8.1.3 to retain possession of the *Lot*;
 - 8.1.4 to remove and store the *Lot* at your expense;
 - 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
 - 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
 - 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
 - 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
 - 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
 - 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
 - 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.
- #### 9 THE SELLER'S LIABILITY
- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
 - 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
 - 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
 - 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
 - 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
 - 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
 - 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any

person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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 and following completion of our enquiries pursuant to paragraph 3.11;
- 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 our obligations and undertakings to the Seller under the *Contract for Sale* in respect of the Lot.

3 PAYMENT AND BUYER WARRANTIES

- 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 [A²], 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.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not

under investigation for neither have been charged nor convicted in connection with any criminal activity.

- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

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, and once we have completed our investigations under paragraph 3.11, 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 in this instance 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 3, 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 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the *Contract for Sale*, the risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the *Sale of Goods Act 1979* and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967* or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances
- where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- You may wish to protect yourself against loss by obtaining insurance.
- Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
- 11 BOOKS MISSING TEXT OR ILLUSTRATIONS**
- Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:
- the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.but not if: the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.
- If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.
- The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 12 MISCELLANEOUS**
- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the *Company Secretary*), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or

communication to ensure that it is received in a legible form within any applicable time period.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

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)

Bonhams

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

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

If you do not want to receive such information (except for information you specifically requested) please tick this box

Would you like to receive e-mailed information from us? if so please tick this box

Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, 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 or completed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

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

Sale title: Modern British and Irish Art	Sale date: 1 July 2020
Sale no. 25852	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.

General Bid Increments:

£10 - 200by 10s	£10,000 - 20,000by 1,000s
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s
£500 - 1,000by 50s	£50,000 - 100,000by 5,000s
£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s
£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion
£5,000 - 10,000by 500s	

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

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	

Please answer all questions below

1. ID supplied: Government issued ID and (if the ID does not confirm your address) current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.

2. Are you representing the Bidder? If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):
Bidder's ID: Government issued ID and (if the ID does not confirm their address) current utility bill/bank statement

Are you acting in a business capacity? Yes No If registered for VAT in the EU please enter your registration here: / - -

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 INCLUDING BUYER'S WARRANTIES 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.

Bidder/Agent's (please delete one) signature: _____ Date: _____

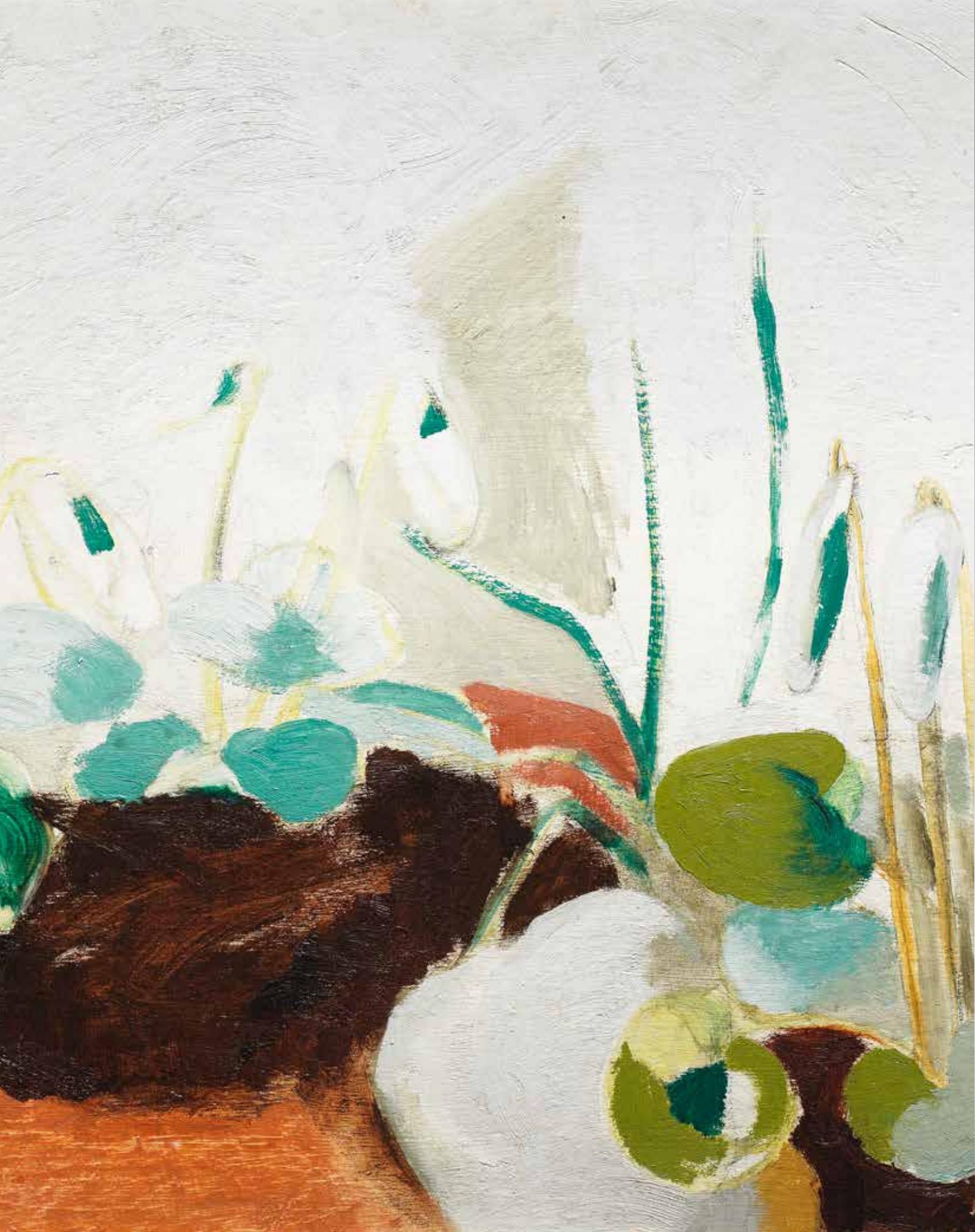
* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

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

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