

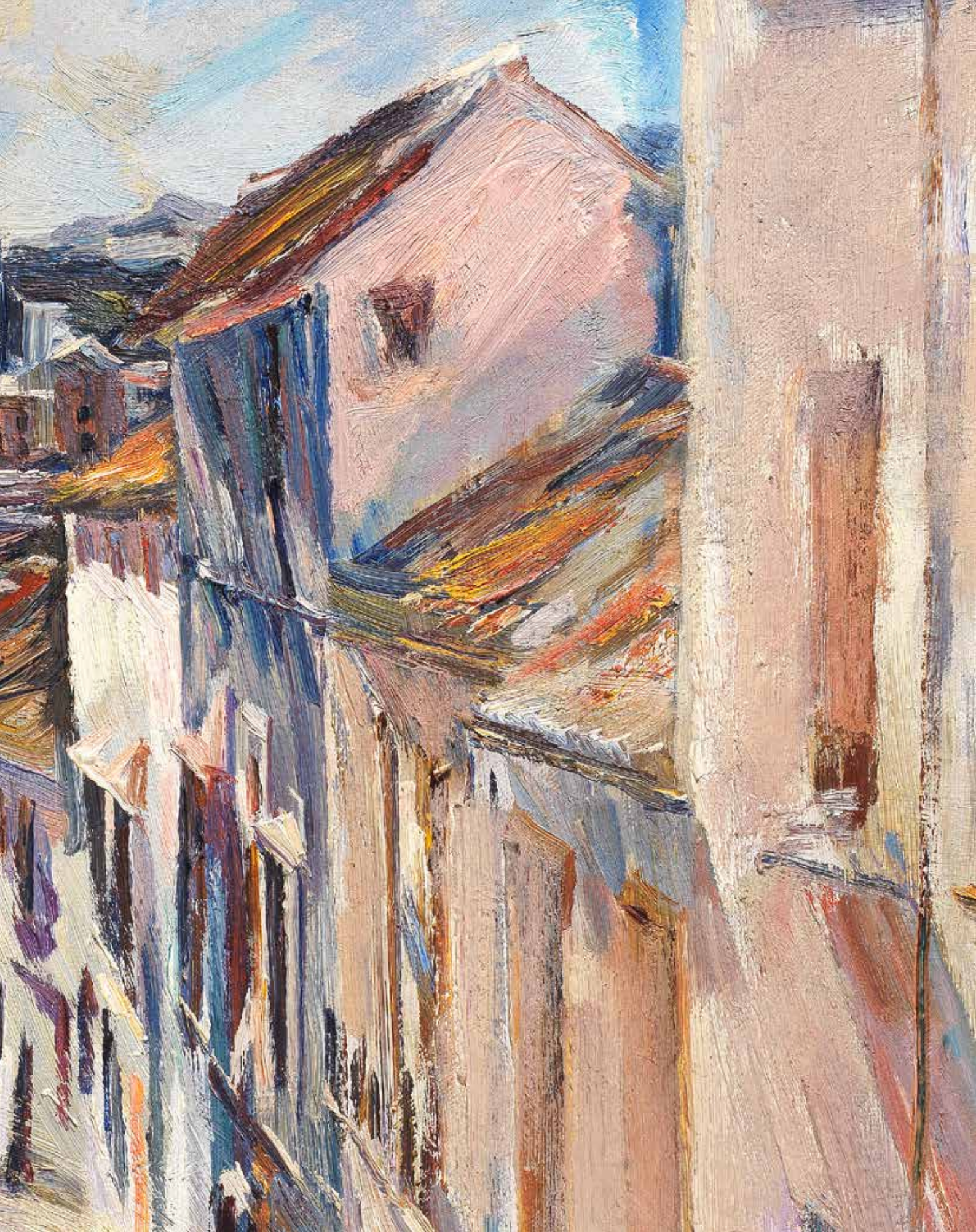


Bonhams

Modern British and Irish Art

New Bond Street, London | 18 November 2020











Modern British and Irish Art

New Bond Street, London | Wednesday 18 November 2020 at 3pm

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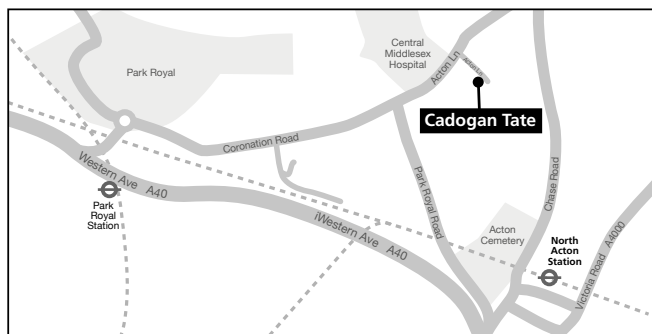
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¹AR

DUNCAN GRANT (1885-1978)

Still life with compotier and glass
signed with initials 'D.G.' (lower right)
oil on canvas
41.9 x 31 cm. (16 1/2 x 12 1/4 in.)
Painted *circa* 1916

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

The Artist, until 1970, by whom gifted to
Richard Shone
With The Mayor Gallery, London, where probably acquired by
Christopher Hull, thence by family descent
Private Collection, U.K.

The opaline compotier depicted was a favourite object at Charleston.
It was given to Duncan Grant by Barbara Bagenal (née Hiles), and
is still at the house today. It appears in numerous still lifes by both
Grant and Vanessa Bell, including the major canvas *Interior* (c.1918
Ulster Museum, Belfast), a painting of the dining-room at Charleston
depicting Bell painting the fruit-filled compotier.

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



2^{AR}

DUNCAN GRANT (1885-1978)

Portrait of Peter Morris Seated in a Wing Chair

signed with initials and inscribed 'Peter Morris/DG' (verso)

oil on canvas

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

Painted *circa* 1928

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

Paul Roche

With The Parkin Gallery, London

Sale; Christie's, London, 7 March 1986, lot 244, where acquired by the present owner

Private Collection U.K.

Peter Morris was a painter, great friend and for a brief period lover of Duncan Grant. Grant painted him several times in the late 1920s, and Morris's sister Dora (later Lady Romilly) was painted by Vanessa Bell (now in the collection of Leeds City Art Gallery). Here Grant depicts Morris in rich and fluent colours positioned in a green upholstered wingback chair, that formerly belonged to Sickert. The chair, along with a similarly upholstered chaise-lounge, came into Grant's possession when he took over Sickert's Fitzroy Street studio.

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



3^{AR}

DUNCAN GRANT (1885-1978)

Girls on the Lawn, Charleston

oil on canvas

40.2 x 50.7 cm. (15 7/8 x 20 in.)

Painted *circa* 1963

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

Pierre van Herrewege

Sale; Bonhams, London, 26 June 2007, lot 85

Private Collection, U.K.

The present work is thought to depict the daughters of Quentin and Olivier Bell, Virginia (left) and Cressida (right). The work previously belonged to Pierre van Herrewege, a young French Jazz musician and friend of Grant's.

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



4^{AR}

DUNCAN GRANT (1885-1978)

Still Life with Black Bottle and an Auerbergine

oil on board

56 x 63.4 cm. (22 x 25 in.)

Painted in 1926

£15,000 - 20,000

€16,000 - 22,000

US\$19,000 - 26,000

Provenance

With London Artists' Association

Sale; Christie's, London, 11 November 2010, lot 128

Literature

W.G. Constable, *Duncan Grant, British Artists of Today VI*, London, 1927, pl.15 (as *Still Life*)

The present work was painted in the artist's studio at 8 Fitzroy Street. For a period in the early to mid 1920s Duncan Grant painted a series of still lifes in a sober, close-toned palette, which were influenced by Chardin, by Spanish still lifes Grant had seen in Spain in 1923, and with the painting of French contemporaries Grant knew and admired such as Derain and Segonzac.

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



5* AR

SIR GERALD FESTUS KELLY RA, KCVO, PRA (1879-1972)

A Glass of Sherry in the Studio, Portrait of W. Somerset Maugham
oil on canvas laid on board

72 x 81.4 cm. (28 3/8 x 32 in.)

Painted 1932-7

£30,000 - 50,000

€33,000 - 55,000

US\$39,000 - 65,000

Provenance

The Artist (until 1952), from whom acquired by
Bertram E. Alanson (1877-1958), San Francisco
Private Collection, U.S.A.

Exhibited

London, Royal Academy, *Summer Exhibition*, 1 May-7 August 1933,
cat.no.209 (as *A Glass of Sherry in the Studio (W.S.M.)*)

London, Royal Academy, *Summer Exhibition*, 1 May-7 August 1943,
cat.no.39 (as *W.S.M.: A Glass of Sherry in the Studio. (2nd. Version)*)

Stanford, Albert M. Bender Room, Stanford University Library, *A
Comprehensive Exhibition of the Writings of W. Somerset Maugham
Drawn from Various Collections and Private Collections*, 25 May-1
August 1958, section III, item A

Following graduation from Eton College and Trinity Hall, Cambridge,
Gerald Festus Kelly embarked on an artistic career without any formal
training. In 1901 he moved to Paris to broaden his education. There
he made the acquaintance of Degas, Sickert and Sargent. However, it
was another Irishman who he met in the city, the brash young novelist-
playwright William Somerset Maugham, who would become Kelly's
most enduring friend until the writer's death in 1965.

Over the years the two men supported each other in various ways.
In 1908 Maugham helped to fund Kelly's career-changing first trip
to Mandalay, as a cure to get over an unhappy love affair. Thereafter
Maugham used the artist as the basis for characters in several novels,
such as Frederick Lewson in *Of Human Bondage* (1915) and Lionel

Hillier in *Cakes and Ale* (1929-30), and finally he dedicated *Ashenden*
(1927) to the artist. Kelly returned the favour, painting Maugham on
roughly eighteen occasions including in *A Jester* (1911, Tate Gallery,
London) considered one of the Artist's finest portraits.

A Glass of Sherry was likely intended by Kelly to be both sequel and
companion to *The Jester*. Indeed, the artist elected to show both
portraits at the Royal Academy's 1933 summer exhibition, leading the
critic Frank Rutter to declare that 'Mr. Kelly has definitely established
himself as the premier portrait-painter of the year' (Sunday Times, 30
April 1933, p.12).

Following this outing the picture remained in the Artist's possession.
In 1937 Kelly reworked the canvas, replacing a decanter positioned
on the table to the left with two books and moving the grey bowl a
touch to the right. He added a second canvas facing the wall behind
the portrait of Princess Saw Ohn Yung and introduced a tube of paint
on the easel. Kelly later subtly adjusted the sitter's expression, turning
the corners of the mouth upward into a self-confident half smile and
shifting his gaze so that he addressed the viewer directly. Pleased with
the results, and perhaps capitalising on his position as President to
circumvent the Academy's rule that no work should be exhibited twice,
the picture was included in the Summer Exhibition for a second time
in 1943.

It is following this outing that the work was sold by Kelly to Maugham's
closest American friend, Bertram E. Alanson. Alanson was a
stockbroker who later became head of the San Francisco Stock
Exchange. As well as being entrusted by Maugham with his finances,
Alanson amassed one of the most important collections of the
author's writings ever assembled, most of which he later bequeathed
to Stanford University. Following Alanson's death in 1958, the work's
whereabouts were untraced until its recent rediscovery. A welcome
re-addition to the canon of 20th Century portraiture, *A Glass of Sherry*
stands as a testament to the dear friendship between these two highly
celebrated men.



6

REX WHISTLER (1905-1944)

Longcross House

signed and dated 'Rex Whistler 1934' (lower right)

oil on canvas

71.2 x 137.2 cm. (28 x 54 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

Major Charles Micklem, thence by family descent

Private Collection, U.K.

One of the 1920s so called 'Bright Young Things', Rex Whistler's prodigious talent and renowned charm positioned him as a favourite artist amongst well-heeled and bohemian circles of the inter-war period.

Born in 1905 in Kent, the son of an architect, at the age of just seven Whistler entered a work to the Royal Drawing Society, winning an award. An achievement he would repeat for the following twelve years. He enrolled at the Slade in 1922, securing his first portrait commission the same year. He was awarded scholarships for his second and third years, and later an honorary bursary to the British School in Rome. Whilst still in his final year of the Slade, aged twenty one, Whistler secured a commission to paint a mural for the Tate Gallery, to this day one of his best known works and now the site of the Tate's Rex Whistler Restaurant.

A society darling, Whistler painted portraits of many of his circle including Edith Sitwell and Cecil Beaton. He took commissions for stage design, including several Oscar Wilde plays, and illustrations for publishers, such as those to accompany Gulliver's Travels.

Following the success of Whistler's Tate mural, a bounty of commissions came his way. These included esteemed patrons such as Lord and Lady Louis Mountbatten, Sir Duff and Lady Diana Cooper, Sir Philip Sasson, Sir Henry Channon and the Marquess of Anglesey, for whom he painted the highly celebrated mural at Plas Newydd.

The present work was commissioned in 1934 by Major Charles Micklem (1882-1955). Micklem, a former stockbroker and senior partner for Cazenove & Co, had Longcross House near Chertsey in Surrey built as a home for his wife and six children. Whistler depicts the Major and his wife upon their new lawn which leads towards views of Cobham Common, whilst each of the children are engaged in various activities.

Whistler was tragically killed in action in Normandy on the 18th July 1944, he was 39 years of age.



SIR WILLIAM NICHOLSON (1872-1949)

Alcazar Gardens

oil on panel

32 x 40.5 cm. (13 x 16 1/8 in.)

Painted in 1933

£15,000 - 20,000**€16,000 - 22,000****US\$19,000 - 26,000****Provenance**

With The Leicester Galleries, London, 1943

Collection of Gordon Binnie by 1956, thence by family descent

Private Collection, U.K.

ExhibitedLondon, The Leicester Galleries, *Paintings by Sir William Nicholson*,

April 1943, cat.no.26

Hove, Hove Museum, *An Exhibition of Work by Sussex Painters: Past and Present*, 16 June–16 September 1951**Literature**Lillian Browse, *William Nicholson*, Rupert Hart-Davis, London, 1956, p.104, cat.no.446 (dated 1935)Patricia Reed, *William Nicholson: Catalogue Raisonné of the Oil Paintings*, Yale University Press, London & New Haven, 2011, p.531, cat.no.685

William Nicholson's Spanish paintings of the 1930s are mainly associated with Malaga and the hills above the port: *Plaza da Torres, Malaga* (1935, Tate Britain) and the area around Segovia: *The Road to Zamarramala* (1936, Sheffield City Art Gallery) where he travelled with the novelist Marguerite Steen, who later wrote his biography. However Nicholson's first experience of Spain was a six week stay in Seville, January-February 1933. He was in the company of his old friend and patron, Mrs Ada Pringle, who had already made several visits to Spain. As she was recuperating after an operation they did not go far from their hotel in the centre of town.

Seville, the birthplace of his favourite artist, Velazquez, delighted Nicholson. It was also his first introduction to Moorish design and architecture, and he paid frequent visits to the Alcazar and its gardens. Made up of a series of compartment gardens that had evolved over the centuries and planted with myrtle hedges, orange groves, roses and many species of palms that Nicholson had never seen before, the whole area was overgrown and full of mystery.

In the present work Nicholson has cropped the image in order to focus on the trunks of the palm trees – the oldest trees known to man. A Pindo palm or Jelly palm (*Butia Capitata*) appears left of centre, its trunk is covered with the stubs of dead palm leaves, their descendants – feathery palm fronds, curving gracefully down to the left. Unidentified palms to left and right with the diagonal of what is probably a young palm of the tall, spindly type with fan-shaped leaves that Nicholson had featured in *Bombay Landscape* and *Bombay Outskirts* (both 1915), and also in his pen and ink street scenes of 1920, such as *Place de la Liberté* (Sold in these rooms, 11 November 1999, lot 227). In the shadows of the middle distance (right) a couple move along an unseen path – the woman in a purple kaftan and the man in a striped shirt. The foreground left is animated by a pair of white doves. The limited palette, use of impasto and strong shadows add to the drama.

We are grateful to Patricia Reed for compiling this catalogue entry.



8

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

The Orchard

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

oil on canvas

50.8 x 60.9 cm. (20 x 24 in.)

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

The Artist, from whom acquired by

Private Collection

Their sale; Phillips, London, 15 November 1988, lot 88, where

acquired by the present owner

Private Collection, U.K.

Exhibited

Possibly London, Royal Society of British Artists, *The Royal Society of British Artists Spring 183rd Exhibition*, 1935

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



gAR

IVON HITCHENS (1893-1979)

The Village Forge (Heyshott Sussex)

signed 'HITCHENS' (lower left)

oil on canvas

45.6 x 50.9 cm. (18 x 20 in.)

Painted in 1926

£25,000 - 30,000

€27,000 - 33,000

US\$32,000 - 39,000

Provenance

The Artist, December 1926, from whom purchased by

Mrs Amber Blanco White, thence by family descent

Private Collection, U.K.

The Village Forge (Heyshott Sussex) is a particularly strong example of Hitchens' mid-1920s work, with its energetic brushwork, considered composition and distinctive atmosphere created by the various shades of grey in the sky contrasting with the golden roof tops and brightly lit foreground below.

Painted in 1926 and purchased by the current owner's late grandmother directly from Hitchens, the painting has never been exhibited or published. A year earlier, in December 1925, Hitchens enjoyed his first one-man exhibition at the Mayor Gallery on Sackville Street, and it was the artist's friend, W.G. Constable, who wrote a foreword for the catalogue:

'Today, in reaction from nineteenth century pre-occupation with dramatic content, or with representation of natural appearance, the younger painters are chiefly interested in problems of design – of bringing colour and form into harmonious and rhythmical relation. So

the main purpose which runs through Mr. Ivon Hitchens' work, is to express the inner harmony and rhythm which he feels, rather than sees, running through and uniting any group of forms; to strip, as it were, the veil of the familiar from the unfamiliar through the medium of his own temperament.' (Peter Khoroché, *Ivon Hitchens*, André Deutsch, London, 1990, p.25).

This passage also relates well to the present lot with its rhythmic forms of the central elm tree uniting those of the impending squall of the clouds behind. Even the brushstrokes of the forge's roof complement those used to describe the foliage and thus the 'inner harmony' of this accomplished picture is achieved.

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



10^{AR}

JOHN PIPER C.H. (1903-1992)

Harbour through a window

signed and dated 'John Piper 1934' (lower right)

gouache and collage

38.1 x 50.3 cm. (15 x 19 3/4 in.)

£30,000 - 50,000

€33,000 - 55,000

US\$39,000 - 65,000

Provenance

The Artist, from whom probably acquired by

Mrs Amber Blanco White, thence by family descent

Private Collection, U.K.

The present work was executed the year following Piper's election to the Seven and Five Society. By this date, the exhibiting society had developed from its somewhat conservative routes to become the hub of modernism in Britain. Whilst Piper's compositions of this period share a kinship to fellow Seven and Five artists Ben Nicholson and Christopher Wood, and their adoption of British naïve art, his inclusion of collage is drawn primarily from the Cubist works of Braque and Picasso.

Piper's selected subjects were often the seaside towns along the south coast, including Rye and Newhaven, the topography of which he would occasionally remould to suit his compositional design. For these collages he included various materials including photographs, engravings, text and, as in the present example, foil and tobacco packaging. However, his dominant material for such works are cake doilies, a rather peculiarly English object. In many works these doilies form equally twee lace curtains, which not only accentuates the quaintness of the seaside, but rather amusingly provide an anglicised framing to the continental treatment that had well and truly permeated the shores of the scene beyond.





**THIS WORK BY WILLIAM ROBERTS AND THE FOLLOWING DAVID BOMBERG
ARE THE PROPERTY FROM AN IMPORTANT PRIVATE U.K. COLLECTION**

11^{AR}

WILLIAM ROBERTS R.A. (1895-1980)

Women Playing with Cats

signed 'William Roberts.' (lower left); titled 'Women Playing with Cats'
(on the backboard)

pencil, ink, watercolour and gouache

29 x 20.3 cm. (11 3/8 x 8 in.)

Executed circa 1919

£150,000 - 250,000

€160,000 - 270,000

US\$190,000 - 320,000

Provenance

Michael A. Tachmindji, 1956

With Hamet Gallery, London, 16 February 1971, where purchased by
the late mother of the present owner

Private Collection, U.K.

Exhibited

London, Tate Gallery, *Wyndham Lewis and Vorticism*, organised by
Arts Council of Great Britain, 5 July-19 August 1956, cat.no.72 (as
Drawing 1913); this exhibition travelled to, Manchester, City Art Gallery,
1-22 September, Glasgow, Kelvingrove Art Gallery and Museum,
29 September-20 October, Bristol, City Art Gallery, 27 October-17
November and Leeds, City Art Gallery, 25 November-15 December
London, Hamet Gallery, *William Roberts: A Retrospective Exhibition*, 16
February-13 March 1971, cat.no.9





Exhibition catalogue for *William Roberts: A Retrospective Exhibition* at Hamet Gallery, London, 1971

Printed here in colour for the first time ever, over one hundred years after its execution by William Roberts, probably *circa* 1919, the remarkable and dynamic *Women Playing with Cats* is testament to the artist's affiliation with Vorticism and his close acquaintance with both Percy Wyndham Lewis and David Bomberg.

Accompanied by prestigious exhibition history at Tate's 1956 show, *Wyndham Lewis and Vorticism*, their gallery label attached on the backboard dates the work to 1913; reiterated again on the Hamet Gallery label. Stylistically, however, this mesmerising and sophisticated work on paper is more in keeping with Roberts' work produced directly following World War I, which was still firmly grounded in Vorticism. A date of *circa* 1919 has been proposed by David Cleall who compiled the artist's Catalogue Raisonné, available online only at: www.englishcubist.co.uk. Certainly, when one considers his two canvases *The Diners* and *The Dancers* of 1919 (Tate collection and Glasgow Museums: Art Gallery & Museum, Kelvingrove, respectively), designed as part of a three-panel work to be situated in the bohemian Hôtel de la Tour Eiffel on Percy Street in Fitzrovia, the revised dating seems entirely accurate.

During the spring of 1914 Lewis visited Roberts at home in Cumberland Market, on the edge of Regent's Park, where a small artistic community flourished. Roberts had only left The Slade in the summer of 1913, and following a trip to France, taking in Paris, had already begun to experiment with incorporating Cubist elements into his work; *The*

Return of Ulysses (Castle Museum and Art Gallery, Nottingham) and *The Toe Dancer* (Victoria & Albert Museum, London) are two of the finest examples. The story of Lewis leaving Cumberland Market with two of Roberts' Cubist paintings, *The Dancers* and *Religion*, now both sadly presumed destroyed or lost, is well known. He returned with these to his Great Ormond Street studio where the recently established Rebel Art Centre was founded. Andrew Gibbon Williams comments, 'Lewis had come to view the visual arts as merely one element in a larger cultural war that might overturn all the tired nostrums, prejudices and conventions that persisted into the new century from Victorian times. For him, art possessed the potential to transform society itself; the entirety of Western culture needed to be wrenched out of the doldrums of bourgeois passivity and forced to correspond with the new violent age of the machine.' (Andrew Gibbon Williams, *William Roberts, An English Cubist*, Lund Humphries, Aldershot, p.23). With the partnership of the American writer and poet Ezra Pound, Lewis announced Vorticism (named by Pound) with the publication in July 1914 of a small magazine entitled *BLAST: The Review of the Great English Vortex*. *Dancers and Religion* by Roberts were both illustrated alongside images by Sir Jacob Epstein and Edward Wadsworth, among others.

With *Women Playing with Cats* Roberts draws on the abstract pictorial language laid down by Lewis in key works from the period 1913-1915, such as *Composition* (Tate collection) and *Plan of War* (lost). The emphasis on highly stylised geometric forms, overlapping angular

shapes used to distort reality and the dramatic use of black and white superimposed over rusty-brown all point to Roberts' engagement with Vorticism's main visual protagonist, prior to him being called up for active service in April 1916. Whereas the faces, in particular, reference the new machine age with their simplicity and clean lines, and in the central standing figure's head we are specifically reminded of Sir Jacob Epstein's seminal *Torso in Metal* from 'The Rock Drill', 1913-15 (Tate collection).

During Roberts' time at The Slade his friendship with David Bomberg, a fellow student, developed. Five years older, Bomberg played a significant role in guiding Roberts' aesthetic. As Gibbon Williams notes, 'It was Bomberg who was largely responsible for converting Roberts to the philosophy of modern art and Roberts himself paid tribute to his friend on this account in a fine example of his mastery of understatement: "an additional stimulant to my interest in abstract art was the example of David Bomberg, a friend and fellow student"' (op. cit. p.16). Both artists visited Paris during the summer of 1913 at a time when Bomberg began to produce some of the most radical abstract work of his entire career, inspired by the European avant-garde. The celebrated paintings of *Ju-Jitsu* (Tate collection) and *In the Hold* (Tate collection) acted as a prologue to his early masterpiece *The Mud Bath* of 1914 (Tate collection). The complexity of these compositions with the interplay of limbs and their optical energy were the most audacious and forward-thinking paintings produced by any British artist during this period of enormous change. Roberts did not escape their massive impact, and when one considers *Women Playing with Cats* and its fragmented, dazzling use of black ink and bare paper to describe the subjects, Bomberg's daring pre-war imagery is among the first to spring to mind.

Another of Robert's contemporaries from The Slade, Edward Wadsworth, also played a fundamental role in Vorticism. But much like Roberts, the outbreak of war seriously disrupted his creative momentum. By 1915 Wadsworth joined the Royal Navy Volunteer Reserve and a year later was serving as an Intelligence Officer on Lemnos, Greece. By 1917 the Admiralty had embraced the idea put forward by the artist Norman Wilkinson of camouflaging its ships with boldly painted, dazzling designs which not only created an optical distortion of the shape of the vessel, but also confused the German enemy of its speed and angle, thus making it a far more difficult target for submarines. Later based in Liverpool docks, Wadsworth oversaw the transposition of the designs onto the ships themselves and then produced a small series of works which depicted them; a striking woodcut, *Liverpool Shipping* of 1918 (see fig.1) was used as a basis for his 1919 *Dazzle-Ships in Dry Dock at Liverpool* (National Gallery of Canada, Ottawa) commissioned by the Canadian War Memorials Fund and arguably Wadsworth's greatest picture. Roberts, too, was commissioned by the Canadians, and *The First German Gas Attack at Ypres* also of 1918 (National Gallery of Canada, Ottawa) was, like Wadsworth's, noticeably more naturalistic and descriptive than their abstracted pre-war creations, owing to the commission's strict orders which included having nothing 'Cubistic' about them.

Women Playing with Cats continues this effective and appealing mix of realism with the principles of Vorticism, making for an accessible yet arresting image. When the eyes become almost hypnotised and a little

confused by the bravura design of the five black and white figures and two cats, which are thrust forward from their austere street setting, it is Wadsworth's iconic dazzle-ship works such as *Liverpool Shipping* where our minds wander to.

This diminutive tour de force, a work quite unique in Roberts' oeuvre, has not been exhibited for almost half a century. Its playfulness and relaxed air as the women loaf around petting one of the cats is in stark contrast to some of the harrowing images Roberts made shortly before, of life on the Western Front. Although Roberts did not revert to strict Cubism or Vorticism after settling into Bohemian life in London following the war, *Women Playing with Cats* expertly documents the influences and inspirations which led to him becoming among the most significant English modernists at this moment in time.

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



fig 1. *Liverpool Shipping*, 1918 (woodcut on Japan paper)
Photo © The Fine Art Society, London, UK / Bridgeman Images



<p>54. Camino from Mount Benorre 1934 Oil on canvas, 29 x 27 in. Signed and dated Cull: Arthur Cleveland; sold Christie's, 2 February 1958 (148), to: Phoenix, and Christie's, 1 March 1957, to: Dent Eds: National Society, February-March 1952 (37); Arts Council 1959 (23) Leila Bell</p> <p>55. Wind: Mountains and sea, Santander 1934 Oil on board, 13 1/2 x 16 in. Signed and dated Eds: Royal Art Gallery 1957 (45); Marlborough 1964 (25) H. K. Cox</p> <p>56. Sanlúcar, Northeast Spain 1934 Plate 10 Oil on board, 12 1/2 x 15 1/2 in. Unsigned Eds: Royal Art Gallery 1957 (45); Marlborough 1964 (17) verso Mrs Henry Pyle</p> <p>57. Dark street, Ronda 1935 Oil on canvas, 26 x 35 1/2 in. Signed and dated Eds: National Society, February-March 1958 (33); Van Tree</p> <p>58. Ronda 1935 Plate 11 Oil on canvas, 27 x 34 in. Signed and dated Eds: National Society of Canada, Ontario, Contemporary British Painting, 1958 (25); Arts Council 1959 (38); Coventry 1960 (34) Private collection</p> <p>59. Mountain Ronda 1935 Oil on canvas, 24 x 32 in. Signed and dated Eds: Hoffer Gallery, Cambridge 1954 (15); Arts Council 1959 (37); Coventry 1960 (31); Hogg Hall, Liverpool 1961 (29) He and Mrs Janet Bown, Johannesburg</p>	<p>60. Sunset Ronda 1935 Oil on canvas, 28 x 30 in. Signed and dated Eds: Coaling Galleries, June 1958 (19); Hoffer Gallery, Cambridge 1954 (15); Arts Council 1958 (28); Coventry 1960 (35) Mrs Emma May</p> <p>61. Ronda 1935 Oil on canvas, 24 1/2 x 30 in. Signed and dated Cull: Asa Lingard; sold Jackson-Stops, Cirencester 1 and 2 May 1957 (149) Mrs E. C. Bowes</p> <p>62. Sunlight in the Phoenician, Asturias 1935 Oil on canvas, 28 1/2 x 36 in. Signed and dated Eds: Coaling Galleries, June 1958 (27); Arts Council 1958 (37); Coventry 1960 (34) Hector H. Fleming</p> <p>63. Boats over Paderne 1935 Oil on canvas, 30 x 38 in. Signed and dated Eds: Coaling Galleries 1936 (36); London Group 1952 (39); Hoffer Gallery, Cambridge 1954 (30) Henry Bell</p> <p>64. Valley of La Huercia, Pinar de Europa, Asturias 1935 Oil on canvas, 35 1/2 x 42 in. Signed and dated Cull: Mrs Emma Bown Eds: Coaling Galleries, June 1958 (34) Maffei City Art Galleries</p>
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Exhibition catalogue for *David Bomberg 1890-1957: Paintings and Drawings*, at the Tate Gallery, London, 1967

PROPERTY FROM AN IMPORTANT PRIVATE U.K. COLLECTION

12^{AR}

DAVID BOMBERG (1890-1957)

The Old City and Cathedral, Ronda
signed and dated 'Bomberg 35' (lower left)
oil on canvas
64 x 76.1 cm. (25 x 30 in.)

£400,000 - 600,000
€440,000 - 660,000
US\$520,000 - 780,000

Provenance

Asa Lingard
Sale; Jackson-Stops, Cirencester, 1-2 May 1957, lot 149, where
purchased by
Mrs E. C. Bowes, thence by family descent
Private Collection, U.K.

Exhibited

London, Tate Gallery, *David Bomberg 1890-1957: Paintings And
Drawings*, 2 March-9 April 1967, cat.no.61 (as *Ronda*); this exhibition
travelled to Hull, Ferens Art Gallery, 22 April-13 May, Manchester, City
Art Gallery, 20 May-10 June, Bristol, City Art Gallery, 17 June-8 July,
Nottingham, Castle Museum and Art Gallery, 15 July-5 August 1967



‘He saw the town not from the vantage of a detached observer, simply employing it as a springboard for a pleasant exercise in nostalgic reverie, but from the standpoint of a profoundly engaged imagination which viewed Ronda as a living force.’

(Richard Cork)

Looking at this prime example of David Bomberg's Spanish paintings is like accepting an irresistible invitation. Here, in 1935, he encouraged viewers to explore the most ancient part of a city which had captivated him immediately when he discovered it a year earlier. Once Bomberg settled in Ronda with his family, 'he painted day after day, without much of a pause' according to his partner Lilian. Enthralled at first by what he described as 'the gorge -- a stupendous rent' splitting the city at its very centre, Bomberg then committed himself to exploring Ronda's awesome and inexhaustible identity.

Taking a vantage which leads our eyes towards the heart of the old quarter, he reveals the full extent of his fascination. At the bottom of this canvas, two female figures can be detected standing next to a doorway. The older woman stretches out an arm and, with a maternal gesture, clasps the young one beside her. Either waiting for someone to arrive or simply savouring the view, they are the only people detectable in Bomberg's painting. As its title suggests, *The Old City and Cathedral, Ronda* focuses on buildings rather than their inhabitants.

In the same year, Bomberg executed a powerful charcoal drawing called *Rooftops, Ronda* from almost the same viewpoint, disclosing just how fascinated he felt when gazing down at the tight-knit structure of the architecture congregated around the historic cathedral in the distance. This large drawing, included in a major celebratory exhibition of Bomberg's career held at the Daniel Katz Gallery in 2007, testifies to his eloquent draughtsmanship. And the painting, doubtless created soon after he completed the charcoal study, proves that he was eager to capture the old city with brush in hand.

Although Bomberg remains faithful to Ronda's identity throughout this canvas, there is no hint of topographical dullness anywhere. On the contrary: the marks enlivening his painting have a life of their own. He revels in the dramatic contrast between one side of his composition and the other. On the left, the foreground buildings are relatively dark. Viewed close-to, the freedom of Bomberg's brushstrokes makes us realise how far he is prepared here to push himself towards abstraction. He handles the pigment with surprising forcefulness, giving the thick paint an exemplary sense of dynamism and excitement. Whereas on the right, the tall foreground house asserts its substance even while appearing far paler, as if preparing to dissolve in the dramatic brightness of the light.

Bomberg, a Londoner who had grown up in the grime of a smoky and polluted East End, was enchanted by the sun's potency in Spain. It transformed his vision of the world, and the potency of light is evident throughout *The Old City and Cathedral, Ronda*. Wherever we look, the luminosity emanating from the sky plays a crucial role in defining the buildings below. The pale house on the far right is alive with deft and subtle diagonal shadows cast by the roof and the window-sills below. Then suddenly, further along the sloping street leading deep into the city, sunshine hits at least two more houses. Doors and windows are painted with extraordinary liberty as our eyes pursue them down the street. Bomberg clearly relishes treating them as a sequence of energetic, vertical

paint-strokes. They take on a near-abstract vivacity and independence. So does the curving surface of the street itself, evoked with generously loaded swipes of his brush. We share the artist's relish as he claims the freedom to summarise the essence of Ronda in such an emancipated way.

Alongside this emphasis on freewheeling vividness, though, Bomberg also conveys his awareness of the city's vulnerability. As he lets us penetrate the tightly-knit clusters of buildings in the distance, we become aware of their poignant fragility, too. Ronda's allure had seduced him into staying there, but he remained acutely conscious of the ravine plunging downwards at the city's heart. In the most distant part of this painting, the land suddenly rears up on the left and proclaims the presence in Ronda of what Bomberg himself described as 'the amphitheatre of mountains by which it is surrounded.' This city had been erected in an intensely dramatic location, and the sheer strength of its surroundings is asserted in this area of his painting. The mountain looms over the city, forever reminding all its inhabitants of the geological violence which must once have created the immense fissure running through Ronda.

That is why the near-silhouetted bulk of the cathedral itself makes such an assertive contribution to Bomberg's painting. He gives the spire a thrusting prominence by ensuring that the patch of sky directly behind it is very pale indeed. Later in his life, Bomberg was sufficiently impressed by the architecture of St. Paul's Cathedral in London to make several outstanding drawings of its near-miraculous ability to survive Nazi bombs during the Blitz. He subsequently drew Notre Dame's spires and towers in Paris as well as the side façade of Chartres Cathedral. So although Ronda's cathedral occupies a distant position in Bomberg's painting, he made sure that its impact is assertive. Undisturbed by the restlessness evident in the sky all around, this cathedral presides over Ronda's historic city with unequivocal strength and assurance. The linear elegance of the spire is equally impressive, asserting its poised presence in the air while the secular buildings below almost seem to be jostling with each other in a far more confined space.

Looking at *The Old City and Cathedral, Ronda* today makes us realise how much stimulus and sustenance Bomberg gained by painting it. In 1935 he also became a father here, for the first and only time in his life. Lilian recalled that the birth made him 'very worried and frightened all the way through', especially at the alarming moment when 'the baby was born purple and black because she was tangled up with the umbilical cord.' But little Diana survived, and Bomberg then ecstatically declared she was 'the loveliest thing one could wish for.' Ronda occupied such a special place in his life that he returned there in 1954, executing many of his finest late paintings and drawings before a terminal illness prompted his reluctant, gruelling return to England three years later. Seen in this light, *The Old City and Cathedral, Ronda* can be viewed above all as a celebratory painting, executed with admirable verve by an artist who had fallen in love with Spain.

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



VARIOUS PROPERTIES

13^{AR}

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

The Old Quay, Maryport

signed and dated 'LS Lowry 1956' (lower left) and inscribed 'The Old Quay/Maryport' (verso)

pencil

30.6 x 28.3 cm. (14 1/8 x 11 1/8 in.)

£40,000 - 60,000

€44,000 - 66,000

US\$52,000 - 78,000

Provenance

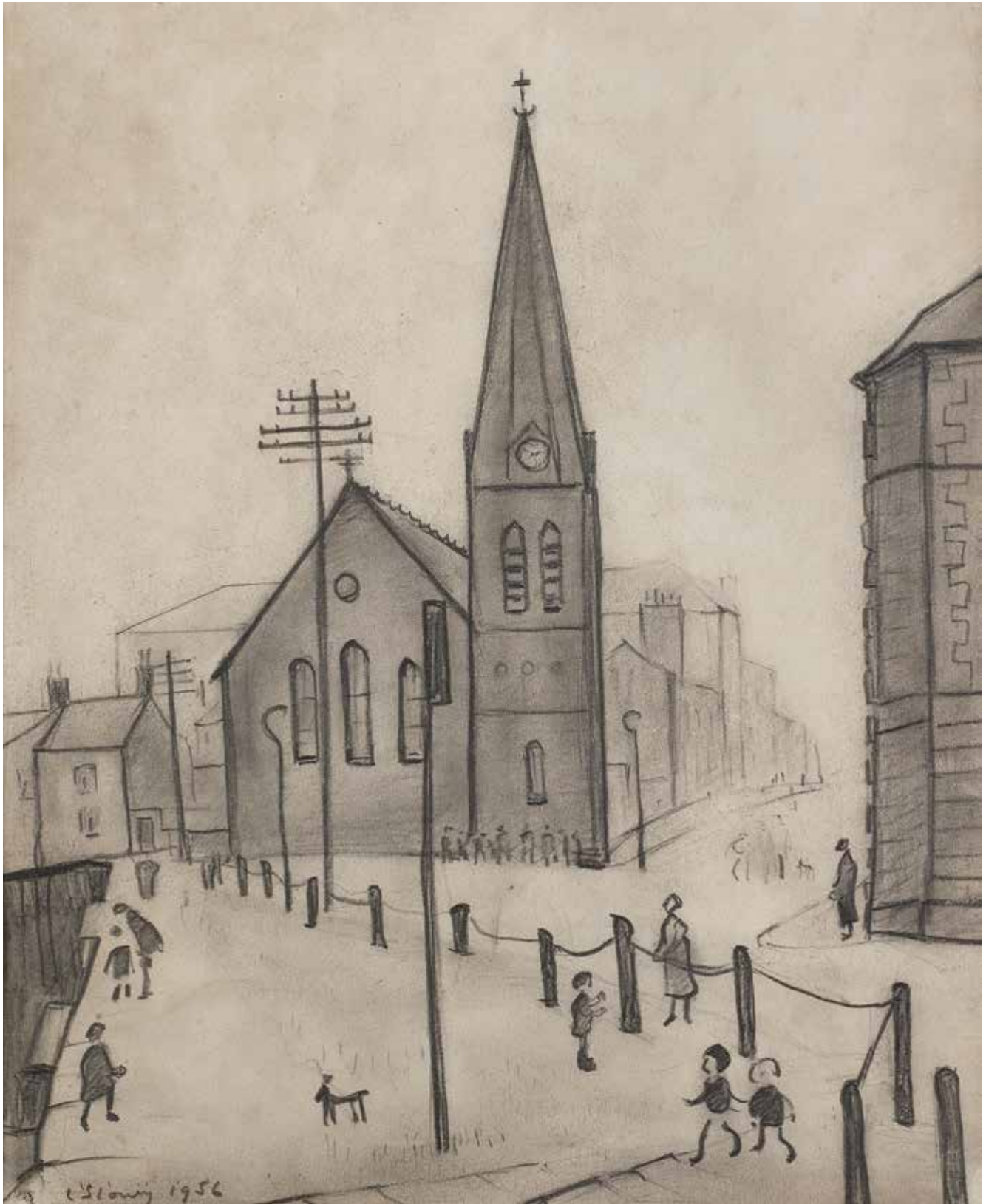
Lady Catherine Walston (1916-1978), by whom gifted to
Doris Young (Private Secretary to the above), by whom bequeathed to
Penelope Cook (née Mayall), thence by family descent
Private Collection, U.K.

Executed in 1956 *The Old Quay, Maryport* depicts the 19th century Christ Church which sits quayside in the Cumbrian coastal town of Maryport. Lowry visited Cumbria on numerous occasions, often staying with his friend the collector Geoffrey Bennett. Bennett was ordained into the Anglican Church in 1962, following which Lowry would address him as the 'Reverend Gentleman', and when the artist died in 1976 Bennett conducted Lowry's funeral service. Whilst the present work pre-dates Bennett's ordination, it is arguable that the high proportion of ecclesiastical subjects among Lowry's Cumbrian work, such as *Church, Wath Brow, Cleator Moor* (1948), *Brow Street Chapel, Maryport* (1956), *Rockcliffe Church, near Carlisle* (1963) and the present example represent some influence from Lowry's host.

Whilst Christ Church and the congregation assembled at its doors take the central position in the present lot Lowry does not permit it to dominate the composition. His attention is equally given to the many

figures which populate the quayside and the street receding to the right of the picture. The same treatment of the scene is applied in an oil Lowry painted in 1954 and a second drawing dating to 1959.

The original owner of this Lowry drawing, Lady Catherine Walston (1916-1978), was the subject of a book published by Carroll & Graf in 2000 titled, *The Third Woman: The Secret Passion That Inspired "The End Of The Affair"*. From 1946 the American born Lady Walston was the mistress of the author Graham Greene, whose 1951 novel (dedicated to 'C' in the British edition and 'Catherine' in the American one) about a novelist who becomes obsessed with a government bureaucrat's wife (Lady Catherine was married to the millionaire Labour politician Lord Walston) is generally regarded as the author's masterpiece.





14^{AR}

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

Standing Nude

signed 'Moore' (lower right); further signed 'Moore' (verso)

pen and ink, chalk and wash

56 x 33.5 cm. (22 x 14 in.)

Executed circa 1931

£15,000 - 20,000

€16,000 - 22,000

US\$19,000 - 26,000

Provenance

Sale; Sotheby's, London, 1972

With Buchholz Gallery (Curt Valentin), New York

With Felix Landau Gallery, Los Angeles

With The Redfern Gallery, London

Private Collection, U.S.A., 2006, from whom acquired by

Private Collection

Their sale; Sotheby's, London, 23 June 2010, lot 321, where acquired by the present owner

Exhibited

Beverly Hills, Frank Perls Gallery, *Six British Moderns*, 16 March-17 April 1950

San Francisco, California Palace of the Legion of Honor, *Six Contemporary British Artists*, 1 May-4 June 1950

Possibly Santa Barbara, Museum of Art, June 1950

New York, Buchholz Gallery (Curt Valentin), *Contemporary Drawings*, 26 September-14 October 1950, cat.no.64

Los Angeles, Felix Landau Gallery, *Modern Masters Drawings and Watercolours*, 3-29 April 1967, cat.no.33

Literature

Ann Garrould, *Henry Moore, Volume 2, Complete Drawings 1930-1939*, 1999, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 1998, p.48, no.AG 31.13 (ill.b&w)



15^{AR}

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

Man with a dog

signed and dated 'L.S. Lowry 1966' (lower right)

pencil

20.6 x 12.8 cm. (8 1/8 x 5 in.)

£8,000 - 12,000

€8,800 - 13,000

US\$10,000 - 16,000

Provenance

With The Stone Gallery, Burford, *circa* 2000, where purchased by the present owner

Private Collection, U.K.

The present work is executed on the verso of headed stationery from The Seaburn Hotel, Sunderland.

Property from the Family of
Helen Bradley (1900-1979)





Helen Bradley (1900-1979)



The Artist in her home

Born in 1900 as Nellie Layfield in Lees, a small industrial town on the northern fringe of Oldham, Helen Bradley would become one of the nation's most loved painters, but not until her late sixties.

Helen (who changed her name from Nellie by deed poll) was born into a well-established family of local business owners. She attended art school in Oldham where she met fellow student Tom Bradley, who was considered the star pupil. Following a long engagement, the couple would marry in 1926 with two children to follow, Peter born in 1927 and Betty in 1931. Whilst both Helen and Tom painted throughout their lives, and it was accepted between them that if either had a chance of painting professionally Tom was the stronger candidate, neither pursued this career initially. Throughout the interwar years Tom worked in textile manufacturing for a Manchester based firm who specialised in hand printed fabrics (including several Omega patterns by Vanessa Bell and Duncan Grant) whilst Helen kept the home. Following the Second World War, Tom's work led the family to relocate to Middlesex. This afforded Helen the opportunity to visit the National Gallery and British Museum regularly and to attend art school in Harrow. The family returned to the North West in 1952 when Tom took early retirement to allow him to focus on his painting which consisted of portrait and flower commissions. They initially settled in Cheshire before buying a cottage in Cartmel on the edge of the Lake District in 1964. Now in her 60s, Helen painted with a renewed vigour, traveling around the Lakes producing misty landscapes in watercolour, whilst Tom rented a second nearby cottage as a studio for his portrait work. Together the couple joined the local Saddleworth

Art Society, through which Helen first met L.S. Lowry. She once expressed to Lowry that she had always struggled to paint figures and he suggested that she should 'paint someone you know well, go home and paint your mother'. This she did, and the resultant portrait proved to be an important turning point. Shortly after she began painting scenes from her own childhood that she would become so loved for, depicting a world full of incident viewed with innocence and rendered in exquisite detail.

It was not until 1965, at the age of sixty-five that Bradley had her first solo exhibition. Staged by the Saddleworth Art Society to much local acclaim, it led to a request from Cork Street's Mercury Gallery for six of her works to be included in an exhibition of naïve art the next year. There followed a little over a decade of subsequent highly successful exhibitions in Britain, America and Japan, and the publication of many much-loved books and prints. Bradley enjoyed a broad public profile that few artists ever achieve; she was announced by the media as 'The Jolly Granny' and 'England's own Grandma Moses' (although she notes her personal inspirations as Avercamp and Turner). She was appointed an MBE in the 1978 Queen's Birthday Honours, but sadly died before her investiture.

The following four works were given by the artist to her son Peter. They have remained in the family collection since then, with *Uncle Tom's Funeral Procession* taking pride of place above the dining table.



16^{AR}

HELEN BRADLEY (1900-1979)

Aunt Edith was Sixteen and Wept for Love

signed 'HELEN BRADLEY' and with fly insignia (lower right)

oil on board

30.6 x 38 cm. (12 x 15 in.)

£15,000 - 20,000

€16,000 - 22,000

US\$19,000 - 26,000

Provenance

The Artist, thence by family descent

The Estate of Margaret Bradley



17^{AR}

HELEN BRADLEY (1900-1979)

Lady in Yellow Dress

signed 'HELEN BRADLEY' and with fly insignia (lower right)

oil on canvas laid on board

27 x 18 cm. (10 5/8 x 7 1/8 in.)

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

The Artist, thence by family descent

The Estate of Margaret Bradley



18^{AR}

HELEN BRADLEY (1900-1979)

A Family Walk

signed 'HELEN BRADLEY' and with fly insignia (lower right)

oil on canvas laid on board

26.5 x 18 cm. (10 3/8 x 7 1/8 in.)

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

The Artist, thence by family descent

The Estate of Margaret Bradley

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

19^{AR}

HELEN BRADLEY (1900-1979)

Uncle Tom's Funeral Procession

signed 'HELEN BRADLEY' and with fly insignia (lower right); further signed, inscribed and dated "'They're off" called John Sam'els wife Florrie, who was/standing on a chair peeping through the Blind, but Martha/Higgingbottom who was also peeping was away counting/ the neighbours who were following the Hearse. "We can't/ feed all that lot" said aunt Mary, who was away/stealing the ham. Mother wasn't thinking about the food/ but great uncle Tom's sideboard. "I wonder who he's left it/ too" she said, but aunt Annie (who was only an aunt by/ marriage) said, "Jane, you've enough furniture, I could do/ with that sideboard". Just then Sarah's voice came from/ upstairs, "Everybody's making for the front gardens and/ I can hear a bull bellowing", So mother, aunt Mary,/ and aunt Frances rushed upstairs to see what was happening/ sure enough, Joe Wroe the Butcher was so busy watching/ great uncle Tom's funeral that he forgot to fasten his bulls in,/ so out they came and away they ran. Two were soon caught but/ one ran down into Lees, and the thought of it deterred several people/ who were coming to the house for the funeral tea which made it/ easier for mother and the aunts. Alas we didn't get the sideboard/ and the year was 1909./ Helen Layfield Bradley 1973.' (on a label attached to backboard)

oil on canvas laid on board

60.3 x 151.5 cm. (23 3/4 x 59 5/8 in.)

£70,000 - 100,000

€77,000 - 110,000

US\$91,000 - 130,000

Provenance

The Artist, thence by family descent

The Estate of Margaret Bradley

Literature

Helen Bradley, *'In the Beginning Said Great-Aunt Jane'*, Johnathan Cape Ltd., London, 1975, p.24-5 (col.ill.)



Property from the Estate of Lady Cecilia Dugdale

(Lots 20 - 27)

Cecilia, Lady Dugdale, known as Cylla, was a talented painter, ardent supporter of the arts and a passionate collector. Born Cecilia Mount in 1931, the eldest child of Lieutenant-Colonel Sir William Mount and his wife Nance, she was raised on the family estate, Wasing Place in Berkshire. Following a varied education geared towards preparation for taking the reins of the estate, in her early twenties Cylla elected to follow her true passion and moved to London to study art. She was taught by Carel Weight, then a teacher at the Royal College of Art, and took further evening courses at the Courtauld Institute whilst working with an interior designer in the day. She would continue to paint throughout her life, turning her hand to multiple mediums, mastering oil, tempera and etching.



Lady Dugdale, 1968

Following her time in London Cylla travelled extensively. She sailed to America on the Queen Mary, seeing the Midwest from the back of a bus, the Grand Canyon from the back of a donkey and playing canasta with film stars in Manhattan. On one memorable trip she drove a Hillman Minx via Rome, where she had an audience with the Pope, on through war-torn Syria to Iraq where she assisted doctors in vaccinating Bedouin tribespeople. The same trip she narrowly avoided midnight arrest by the Yugoslavian army before driving back to the U.K. with no shoes, six tortoises (one for each of her godchildren) and an Iraqi hitchhiker. Charitable with her time, Cylla worked at a mission in South Africa and later became the liaison officer at Greenham Common airbase in Berkshire, introducing US soldiers to the local community.

In 1967 she met and married Sir William Dugdale, known as Bill, a decorated war hero, two-time jockey in the Grand National and later chairman of Aston Villa football club. The couple lived at Blyth Hall, Warwickshire, where Cylla raised a family and continued her artistic endeavours. She loved to paint her surroundings and especially portraits of her children and husband, on the rare occasion that he would sit still. Aware of the vital importance of patronage, Cylla commissioned a number of artists to also paint the family, including Peter Greenham and Martin Yeoman. On several occasions she acted as judge for local painting prizes, often purchasing works by the entrants which adorned the walls of Blyth Hall.

Bill was an avid amateur pilot and Cylla too enjoyed flying, and often making sketches from the co-pilot's seat. However, following a particularly hair-raising flight with Bill at the controls, Cylla decided to qualify for a licence of her own and the couple bought an aircraft, Papa Delta. At the time Cylla declared that she would finally be able to beat the traffic jams, although the family recall that she was still often late for church. Among the passengers she flew on Papa Delta was artist and founding member of the Euston Road School, Claude Rogers. Rogers painted a number of works based on such flights, including an ambitious canvas depicting Bill and Cylla in flight.

Cylla amassed an impressive collection of modern and contemporary art, buying with an astute eye for quality from both auction houses and dealers, with a particular focus on mid-century works. The following eight lots from the collection represent the breadth of her interest, with further works to be included in the December auctions of Modern British & Irish Art, Prints & Multiples and Modern & Contemporary Art.



20^{AR}

JOHN CRAXTON R.A. (1922-2009)

A Greek Girl

signed 'Craxton' (upper left) and dated 'December 29.53.' (lower left)
black and white chalk on paper laid on board
43.7 x 37.5 cm. (17 1/4 x 14 3/4 in.)

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

With Crane Kalman Gallery, London

Private Collection, U.K.

Sale; Bonhams, London, 28 November 2006, lot 2, where acquired by
Lady Dugdale

We are grateful to Ian Collins for his assistance in cataloguing this lot.

21^{AR}

DAVID JONES C.H., C.B.E. (1895-1974)

Petra

signed and dated 'David J 32' (lower right)

pencil and watercolour

77 x 55.9 cm. (30 1/4 x 22 in.)

£15,000 - 20,000

€16,000 - 22,000

US\$19,000 - 26,000

Provenance

The Artist, from whom acquired by

Helen Sutherland, by whom bequeathed to

Private Collection, U.K.

Their sale; Christie's, London, 26 June 2014, lot 109, where acquired by

Lady Dugdale

Exhibited

Aberystwyth, National Library of Wales, *David Jones: Paintings, Drawings and Engravings*, 24 July-21 August 1954; this exhibition travelled to Cardiff, National Museum of Wales, August-September, Swansea, Glynn Vivian Art Gallery, October, Edinburgh, Diploma Galleries, Royal Scottish Academy, November-December and London, Tate Gallery, December-January 1955

Edinburgh, Scottish National Gallery of Modern Art, *Paintings and Drawings from the Private Collection of Miss Helen Sutherland*, 24 March-13 May 1962, cat.no.14

London, Hayward Gallery, *Helen Sutherland Collection: A Pioneer Collection of the 1930s*, organised by Arts Council of Great Britain, 10 December 1970-10 January 1971, cat.no.24; this exhibition travelled to Newcastle, Laing Art Gallery, 23 January-14 February, Cambridge, Kettle's Yard, 20 February-14 March, Cardiff, National Museum of Wales, 20 March-11 April and Kendal, Abbot Hall Art Gallery, 1-23 May 1971
London, Tate Gallery, *David Jones*, 21 July-6 September 1981, cat.no.96
Bristol, City Museum and Art Gallery, *David Jones: Paintings, Drawings, Inscriptions, Prints*, organised by Arts Council of Great Britain, 4 March-8 April 1989, cat.no.31; this exhibition travelled to Leeds, City Art Gallery, April-May, Cambridge, Kettle's Yard, June-July, and Llandudno, Oriel Mostyn, July-August 1989

Literature

Robin Ironside and Kenneth Clarke, *The Penguin Modern Painters: David Jones*, Penguin Books, London, 1949, pl.21 (col.ill.)

Nicolette Gray, *The Paintings of David Jones*, Lund Humphries, London, 1989, pl.24 (ill.)

Johnathan Miles and Derek Shiel, *David Jones, The Maker Unmade*, Bridgend, 2003, p.153, no.5 (ill.)

Thomas Dilworth, *David Jones, Engraver, Soldier, Painter, Poet*, Jonathan Cape, London, 2017, p.158 (col.ill.) (as *The Seated Mother*)

Born in 1906, Petra was the second daughter of artist Eric Gill. She modelled for several of her father's drawings and engravings, including *Girl in the Bath* and *The Plait*. Following his studies in London, the young David Jones moved to Ditchling, Sussex in 1921 to apprentice under Gill. Three years later Jones would follow Gill when he moved to Capel-y-ffin in the Welsh Black Mountains and there, in June, he became engaged to Petra. Jones marked the occasion by painting one of his most celebrated works - *The Garden Enclosed* (Tate, London). However, the engagement did not last. Petra broke it off in 1927 and later she married fellow craftsman Denis Tegetmeier. In the early 1930s Jones painted several depictions of his former fiancé, employing her image to represent an archetype for feminine beauty. These include *Petra im Rosenhag* (1931, National Museum of Wales, Cardiff) and the present example, which is also known as *The Seated Mother*.

This is understood to be Jones's final portrait of Petra and the last picture he would paint for several years, as shortly after its completion he suffered a nervous breakdown. The work was bought by the notable patron Helen Sutherland. Later the poet Kathleen Raine would recall that she observed Jones propping the picture against a chair in Sutherland's drawing room with a gaze Raine described as 'unforgettable... pondering sweetness'.



‘Mechanics, welders and plate-cutters concentrate fixedly on their tasks on the anti-aircraft gun assembly line, their bare arms, flat caps and tools integrated into a busy mesh of machinery.’

(Andrew Gibbon Williams)

22^{AR}

WILLIAM ROBERTS R.A. (1895-1980)

Munitions Factory

pencil and watercolour

30.5 x 42.4 cm. (12 x 16 5/8 in.)

Executed in 1940

£70,000 - 100,000

€77,000 - 110,000

US\$91,000 - 130,000

Provenance

With Hamet Gallery, London, 15 April 1970, where purchased by

Mr & Mrs J.R. Capstick-Dale

With Michael Parkin Fine Art, London, where purchased by

Lady Dugdale

Exhibited

London, Hamet Gallery, *William Roberts: A Retrospective Exhibition*, 16

February-13 March 1971, cat.no.54

London, Michael Parkin Fine Art, *William Roberts: An Exhibition of*

Paintings and Drawings, 17 November-4 December 1976, cat.no.51



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

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

Three instructions from the War Artists' Advisory Committee were to follow with the first, *Munitions Factory* (1940, City of Salford Museums and Art Gallery, Manchester), capturing the fraught environment at the

Woolwich Arsenal. The present work is a detailed preparatory version for that oil painting and is almost identical in composition. Numerous tradesmen including mechanics, welders and plate-cutters scramble to complete work on an anti-aircraft gun assembly line as the country rises to the challenge of competing with German military might. Their manner has the sense of quiet confidence about it as respective trades come together to fulfil the requirements of the nation at a time of emergency. It was a natural subject for Roberts of course who himself had worked in a Tufnell Park munitions factory during 1915 and manages to successfully incorporate his expertise into the composition whilst at the same time giving centre stage to the individual workers.

The Control Room, Civil Defence Headquarters (City of Salford Museums and Art Gallery, Manchester) followed in 1942 and echoes Roberts' preoccupation with the everyday man and woman playing their part in the war effort. In stark contrast to the raw industry of *Munitions Factory*, this painting transports us into the secret world of intelligence gathering where suited men study a large colourful map of London, divided into sectors whilst telephone operators pass on incoming messages. The final work, *A Station Scene in Wartime* (1942/43) was executed in watercolour showing a busy platform with men, women and children waving goodbye to one another, evoking the personal strains and emotions placed on family life during wartime. An ironic victim of the conflict itself, this work was destroyed in enemy action shortly after completion.

In June 2018 Bonhams offered William Roberts' *Demolition Squad* (circa 1941 and sold for £125,000) which, although not an official commission from the War Artists' Advisory Committee, also demonstrated the artist's interest in portraying daily life during the conflict. In this work, the finished oil for which is held in the collection of the Guildhall Art Gallery, City of London, the setting is a blitzed building, most likely Christopher Wren's Christ Church Greyfriars in Newgate Street, which was almost totally destroyed in the intense air raid of 29th December 1940.

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



23^{AR}

SIR WILLIAM COLDSTREAM (1908-1987)

Emmanuel Church, NW6

oil on board

20.8 x 26.1 cm. (8 1/8 x 10 1/4 in.)

Painted in 1947

£4,000 - 6,000

€4,400 - 6,600

US\$5,200 - 7,800

Provenance

The Artist, by whom gifted to

Mrs Phoebe D. Pool, thence by descent to

Anthony Blunt, thence by descent to

John Golding

With The Mayor Gallery, London, 12 January 1995, where acquired by

Lady Dugdale

Exhibited

University of London, The Slade School

London, New Burlington Galleries, *British Painting 1925-1950: Second Anthology*, June-July 1951, organised by Arts Council of Great Britain, cat.no.17 (as *London Landscape*); this exhibition travelled to Manchester, City Art Gallery, August-September 1951

London, South London Art Gallery, *William Coldstream*, organised by Arts Council of Great Britain, 27 April-26 May 1962, cat.no.45; this exhibition travelled to Leeds, University, 9 June-30 June, Bristol, City Art Gallery, 7 July-28 July, Swansea, Glynn Vivian Art Gallery, 4 August-25 August, Southampton, City Art Gallery, 1 September-22 September and Birmingham, City Museum and Art Gallery, 29 September-20 October 1962

Literature

Bruce Laughton, *William Coldstream*, Yale University Press, New Haven and London, 2004, pp.144-7, fig.77 (ill.b&w)

Peter Rumley, *William Coldstream: Catalogue Raisonné*, Samson & Company, Bristol, 2018, cat.no.93 (col.ill.)

‘This is a study of Emmanuel Church, Lyncroft Road, from the kitchen window of 87 Marlborough Mansions, Cannon Hill, West Hampstead, where Coldstream was living with his parents and his sister Winnie.

The covering of snow on the ground moved Coldstream to start painting this view on Wednesday 29 January 1947. It appears this oil sketch was painted in one session, for on Saturday, 1 February Coldstream started another painting of the church not on board but canvas.

As the snow still lay on the ground I felt some inclination to paint it.. I painted again on a canvas [that] I [had] on board looking out of the kitchen window.

This was the church where the funeral of Coldstream’s father, Dr George Coldstream, was held on 16 December 1950.’

(Peter Rumley, *William Coldstream: Catalogue Raisonné*, Samson & Company, Bristol, 2018, p.81)



24^{AR}

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

Lake of Scutaria, Montenegro

titled 'Lake of Scutaria, Montenegro' (verso)

oil on canvas

27.3 x 33.2 cm. (10 3/4 x 13 in.)

Painted in 1922

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

Percyval Tudor-Hart, March 1927, thence by descent

Sale; Christie's, London, 20 June 1995, lot 74

With Christopher Hull Gallery, London, 1995, where acquired by
Lady Dugdale

Exhibited

London, Goupil Gallery, *The Resurrection and Other Work by Stanley
Spencer*, March 1927, cat.no.73

Literature

Keith Bell, *Stanley Spencer: A Complete Catalogue of the Paintings*,
Phaidon Press Ltd., 1992, p.271, cat.no.90

The present oil is one of nine such examples that Spencer produced whilst on a painting expedition through what was then Yugoslavia in 1922. Spencer travelled with four Carline siblings, including Hilda who he would later marry, and a Carline cousin May Piggott. Richard Carline later recalled that the partial reason for selecting this part of the world for their trip was Spencer's wish to return to the region where he had carried out his war service.

Percyval Tudor-Hart (1873-1954) was an artist and colour theorist. Sydney, Richard and Hilda Carline all studied with Tudor-Hart and were influenced by his teaching.

We are grateful to Carolyn Leder for her assistance in cataloguing this lot.





The Artist with the present work
 Photograph of John Piper by Ida Kar
 © The Piper Estate / DACS 2020
 © National Portrait Gallery, London

25^{AR}

JOHN PIPER C.H. (1903-1992)

Stone Gate, Portland
 signed 'John Piper' (lower right)
 oil on canvas
 71.8 x 102 cm. (28 1/4 x 40 1/8 in.)
 Painted in 1950

£60,000 - 80,000
 €66,000 - 88,000
 US\$78,000 - 100,000

Provenance
 Lady Dugdale

Exhibited
 London, Waddington Galleries, *John Piper: A Retrospective, Works from the Artist's Studio*, 12 January-5 February 1994, cat.no.16

Literature
 Anthony West, *John Piper*, Secker and Warburg Ltd, London, 1979, p.142, no.125 (ill.b&w)

"My discovery of Portland was very important to me. I think it was in the late 1920s that I first went there in a very old Morris Cowley with Miles Marshall. I am a map-lover and Portland looks too extraordinary for words on the map, so does the adjoining Chesil beach. At that time Portland Bill was much more untidy, with great blocks of stone lying about on the low quarry shore in magnificent disarray...The foreshore is now more ship-shape, holiday makers come in crowds and there are ranks of beach huts. Inland too there is a lot of development but the character remains...large-scale, airy, maritime, naval, above all workaday, and not picturesque, except by accident." (John Piper's hand-written note in a sketchbook, exhibition catalogue, Waddington Galleries, *John Piper: A Retrospective, Works from the Artist's Studio*, 1994)

Despite this early discovery, it was not until 1948 that Piper first painted Portland seriously. For roughly ten years after the war, Piper almost entirely gave up painting the well-known buildings that had dominated his post-abstract period. He instead turned his attention to deserted landscapes of Britain, eschewing scenes of obvious beauty in favour of those which exuded a quality of ancientness, areas which must have felt reassuringly lasting in the Post-War climate. The geography of Portland greatly suited this mood. The island's location seems almost precarious, jutting into the channel, and is strewn with large off cuts of the locally mined Portland Stone. Such blocks have been quarried on the island since Roman times and although man made, have a permanent quality which captivated Piper's attention. They are the focus of several compositions, including the canvas *Stone Road, Portland* (1954, University of Arizona Museum of Art, Tuscan), which is widely considered one of Piper's finest paintings, as well as several variations of the present composition all entitled *Stone Gate, Portland*. Among these there exists a handful of examples in oil, including a similarly sized canvas slightly muted in palette now in the Phillips Collection, Washington DC, a larger version only known from studio photographs (whereabouts untraced) and the present example which would remain in the Artist's possession throughout his life.

Piper first exhibited his Portland works in America in October of 1950 at the Buchholz Gallery in New York. On that occasion he chose to include in his catalogue introduction Wordsworth's sonnet *How Sweet it is, When Mother Fancy Rocks*. As David Fraser Jenkins observes the sonnet 'unexpectedly associated the colours of a wild rose he had seen climbing above a hawthorn in a wood with a 'bold Girl' in a circus act, who stands haughtily on a clown's head. The implication was that the colour stones lying about at Portland had taken on the role of such a figure, alluring and brash, with their red and yellow colours of life borrowing floral colours as a sign of potential action' (David Fraser Jenkins and Hugh Fowler-Wright, *The Art of John Piper*, Unicorn Publishers and Portland Gallery, London, 2015, p.254-255).





26^{AR}

DAVID BOMBERG (1890-1957)

Self Portrait

signed 'Bomberg' (lower left)

charcoal

50 x 32.3. cm. (19 5/8 x 12 5/8 in.)

Executed circa 1931

£6,000 - 8,000

€6,600 - 8,800

US\$7,800 - 10,000

Provenance

Lilian Bomberg

With Anthony d'Offay, London, 23 March 1981, where acquired by
Mr and Mrs John D. Higham

Sale; Bonhams, London, 29 November 2005, Lot 38

With Boundary Gallery, London, 7 September 2007, where acquired by
Lady Dugdale

Exhibited

London, Whitechapel Art Gallery, *David Bomberg: The Later Years*, 21
September-28 October 1979

London, Anthony d'Offay, *David Bomberg: Works from the Collection
of Lillian Bomberg*, 25 February-4 April 1981, cat.no.63



27^{AR}

GRAHAM SUTHERLAND O.M. (1903-1980)

Study for 'The Origins of the Land'
signed, inscribed and dated 'Graham Sutherland/Study for 'The
Origins of the Land'/1951/Bought from the artist, 1951./by James
Holland' (verso); further signed, inscribed, and dated again 'Graham
Sutherland/Sketch for mural at Festival/of Britain South Bank
Exhibition/'Origins of the Land'/1951/Purchased from the artist/
by James Holland, Coordinating/Designer for Festival.' (on a label
attached to the backboard)
pencil, watercolour and gouache on paper laid on board
27 x 50.5 cm. (10 5/8 x 19 7/8 in.)

£12,000 - 18,000

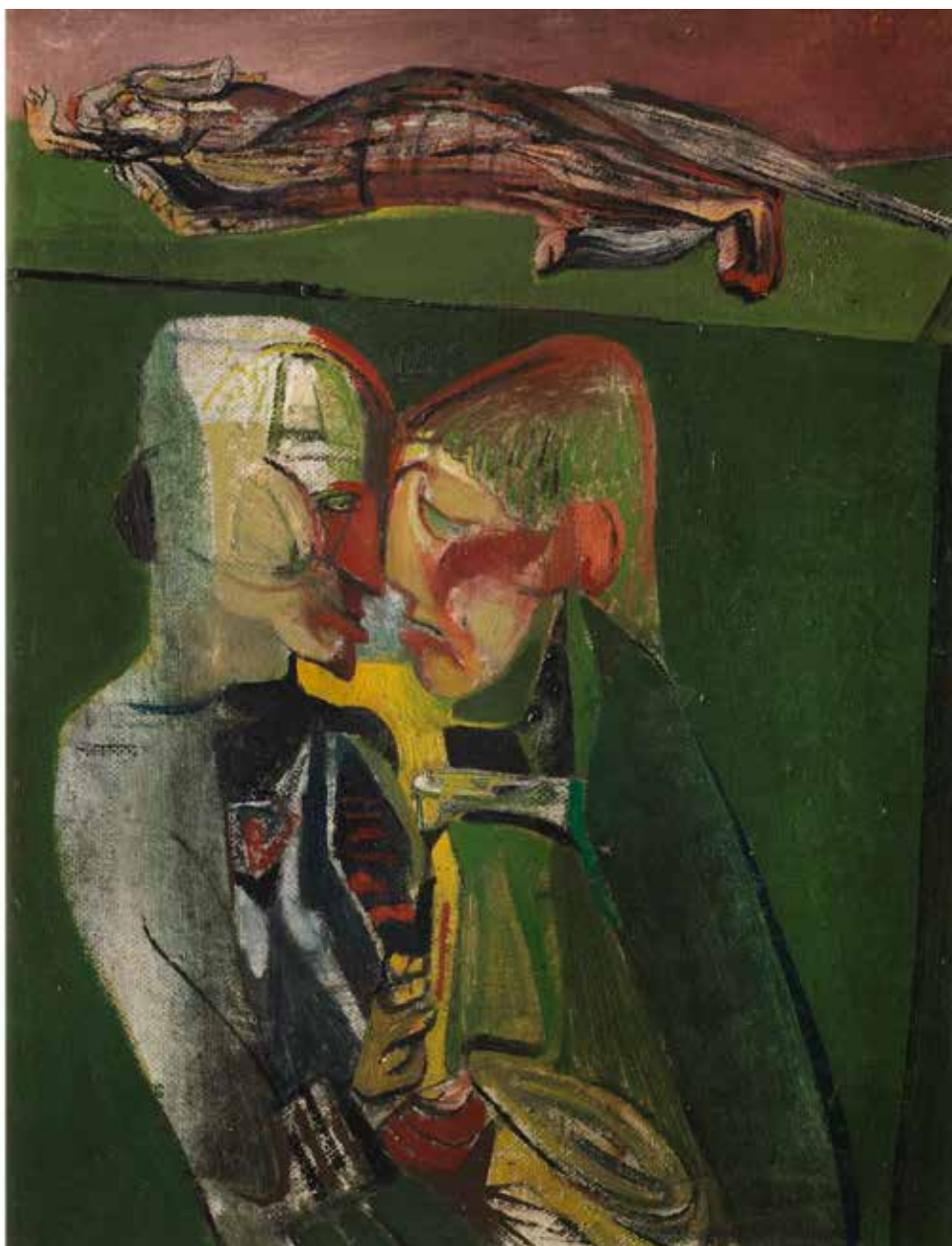
€13,000 - 20,000

US\$16,000 - 23,000

Provenance

The Artist, from whom purchased by
James Holland
His sale; Bonhams, London, 2 December 2003, lot 153, where acquired by
Lady Dugdale

The present work is a study for the painting *The Origins of the Land*, which was made for the 'Land of Britain' pavilion in the Festival of Britain on the South Bank in 1951. This was by far the largest painting Sutherland had made by that point and was vandalised before the opening of the festival and had to be subsequently repaired. It currently resides in the collection of the Tate.



VARIOUS PROPERTIES

28^{AR}

ROBERT COLQUHOUN (1914-1962)

Two Actors

oil and oil pastel on canvas

43.7 x 33.8 cm. (17 1/4 x 13 1/4 in.)

Painted in 1945

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

With The Mayor Gallery, London

Frances Byng Stamper

With The Redfern Gallery, London, 6 March 1985, where purchased by the present owner

Private Collection, U.K.

Exhibited

London, Whitechapel Art Gallery, *Robert Colquhoun; An Exhibition of Paintings, Drawings and Prints from 1942 to 1958*, March-May 1958, cat.no.32

The catalogue note for this lot can be found at www.bonhams.com



29^{AR}

KEITH VAUGHAN (1912-1977)

Head Study

signed and dated 'Keith Vaughan 1946' (lower right)
gouache, charcoal, pen and ink
17 x 23.9 cm. (6 3/4 x 9 1/4 in.)

£6,000 - 8,000

€6,600 - 8,800

US\$7,800 - 10,000

Provenance

Private Collection, by 1946
Their sale; Phillips, London, 17 July 2001, lot 94
Sale; Sotheby's, London, 24 October 2005, lot 124
Private Collection, U.K.

Exhibited

London, Olympia, *Keith Vaughan*, February-March 2002, cat.no.KV397
London, Osborne Samuel, *Keith Vaughan, Paintings and Drawings*, 24 May-23 June 2007, cat.no.30

We are grateful to Gerard Hastings for his assistance in cataloguing this lot.

30^{AR}

KEITH VAUGHAN (1912-1977)

Ulysses III

signed and dated 'Vaughan 1938' (lower right) and titled and dated again 'Ulysses/1938' (verso)

oil on paper

32 x 40.6 cm. (12 1/2 x 16 in.)

£15,000 - 20,000

€16,000 - 22,000

US\$19,000 - 26,000

Provenance

With Contemporary Books Ltd., Berkshire

With Austin/Desmond Fine Art, Ascot

Geoffrey Beene

His sale; Sotheby's, New York, *The Collection of Geoffrey Beene*, 23-

24 September 2005, lot 46, where acquired by the present owner

Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *Keith Vaughan, Drawings and Paintings*,
1-25 April 1987, cat.no.27

London, Thomas Agnew & Sons, *Keith Vaughan, Retrospective*, 14
November-14 December 1990, cat.no.25

London, Osborne Samuel, *Keith Vaughan, Paintings and Drawings*, 24
May-23 June 2007, cat.no.1

We are grateful to Gerard Hastings for his assistance in cataloguing
this lot.



31^{AR}

KEITH VAUGHAN (1912-1977)

Antonio and Sebastian
stamped with initials 'K.V.' (verso)
oil and ink on paper laid to card
31 x 37 cm. (12 1/4 x 14 5/8 in.)
Executed in 1938

£15,000 - 20,000

€16,000 - 22,000

US\$19,000 - 26,000

Provenance

Geoffrey Beene
His sale; Sotheby's, New York, *The Collection of Geoffrey Beene*, 23-
24 September 2005, lot 29, where acquired by the present owner
Private Collection, U.K.

Exhibited

Ascot, Austin/Desmond Fine Art, *Keith Vaughan, Paintings, Gouaches,
Watercolours and Drawings 1936-1976*, 1987, cat.no.8
London, Thomas Agnew & Sons, *Keith Vaughan, Retrospective*, 14
November-14 December 1990, cat.no.24
London, Osborne Samuel, *Keith Vaughan, Paintings and Drawings*, 24
May-23 June 2007, cat.no.2

Literature

Anthony Hepworth and Ian Massey, *Keith Vaughan, The Mature Oils
1946-1977*, Sansom & Company, Bristol, 2012, p.13 (ill.b&w)

We are grateful to Gerard Hastings for his assistance in cataloguing
this lot.





32

PAUL NASH (1889-1946)

Haystack at Rye

signed and dated 'Paul Nash/1923' (lower left)

pencil and watercolour

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

£7,000 - 9,000

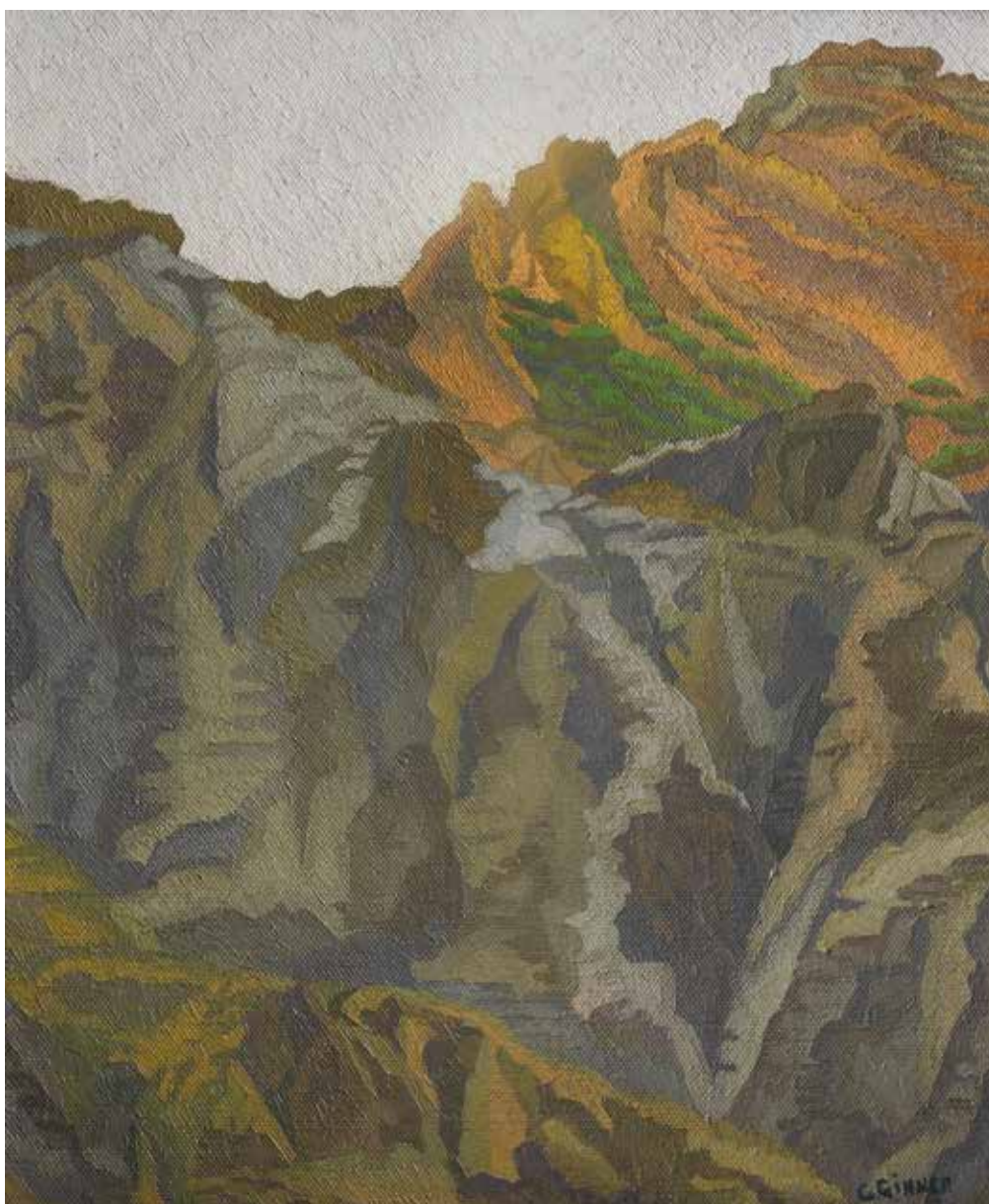
€7,700 - 9,900

US\$9,100 - 12,000

Provenance

With The Redfern Gallery, London

Sale; Bonhams, London, 6 March 2007, lot 39, where acquired by the present owner



33^{AR}

CHARLES GINNER A.R.A. (1878-1952)

Mountainous landscape

signed 'C. GINNER' (lower right)

oil on canvas

61.2 x 51.2 cm. (24 x 20 1/8 in.)

£6,000 - 8,000

€6,600 - 8,800

US\$7,800 - 10,000

Provenance

Private Collection, U.K.



34* AR

SHEILA FELL R.A. (1931-1979)

Potato Harvesting, Cumberland

signed 'Fell' (lower right)

oil on canvas

50.5 x 60.5 cm. (19 7/8 x 23 7/8 in.)

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

With New Grafton Gallery, London

Private Collection, U.S.A.

We are grateful to Professor Andrew Bradley for his assistance in cataloguing this and the following lot. Professor Andrew Bradley 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 Professor Andrew Bradley, c/o Modern British and Irish Art, Bonhams, 101 New Bond Street London W1S 1SR or email britart@bonhams.com



35^{AR}

SHEILA FELL R.A. (1931-1979)

Haystacks in Winter

signed 'FELL' (lower right); further signed and titled 'HAYSTACKS IN WINTER/Sheila Fell' (on a label attached to the stretcher)

oil on canvas

101.7 x 127 cm. (40 x 50 in.)

Painted in 1961-2

£15,000 - 20,000

€16,000 - 22,000

US\$19,000 - 26,000

Provenance

Sir Stephen Timothy Beilby Forbes Adam, circa 1960, thence by family descent Private Collection, U.K.

Exhibited

Middlesbrough, Municipal Art Gallery, *Paintings and Drawings by Sheila Fell*, 28 April-26 May 1962, cat.no.6

'In *Haystacks in Winter* the lines are flowing, the snow luminous, and the shapes in warmer tones of rich orange-browns are rounded, humped and almost animate under a menacing, turbulent sky' (Cate Haste, *Sheila Fell: A Passion for Paint*, Lund Humphries, Farnham, 2010, p.67)

Literature

Cate Haste, *Sheila Fell: A Passion for Paint*, Lund Humphries, Farnham, 2010, p.68, pl.57 (col.ill.)

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

36^{AR}

JOHN NASH R.A. (1893-1977)

Llangennith Panorama

signed 'JOHN NASH' (lower right)

oil on canvas

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

£25,000 - 35,000

€27,000 - 38,000

US\$32,000 - 45,000

Provenance

With Thomas Agnews & Sons, London, 22 April 1969, where
purchased by

Private Collection, U.K.

Their sale; Duke's, Dorchester, 26 September 2019, where purchased
by the present owner

Private Collection, U.K.

Llangennith Panorama is a large work by John Nash and presents a sweeping view of the countryside and coast in this favoured part of the Gower Peninsula, South Wales. The artist was consistently drawn to locations of outstanding beauty and first visited the area in 1939 with his wife, who assisted him in finding suitable locations to paint. In the present work Nash depicts a pleasing and suitably complex arrangement of agricultural buildings in the immediate foreground, flanked by a tall, bare tree, which allows for a detailed study of the partitioned fields in the middle ground with their subtle variance of colour and shape. This leads into the protective dunes of Rhossili Bay, with the tidal island of Burry Holms just visible to the right, that give way to the vast expanse of sea that is shrouded in capably handled cloud cover and delicate light. The observation of a 'working countryside' and the natural landscape were important to Nash who juxtaposes them to great effect in *Llangennith Panorama*.





37

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.)

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 23,000

Provenance

The Artist, from whom acquired by

Garlick Barnes, thence by family descent

Private Collection, U.K.

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



38^{AR}

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

Storm, Anglesey

signed with initials 'KW' (lower right)

oil on canvas

50.8 x 76.1 cm. (20 x 30 in.)

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

Private Collection, U.K.

Sold with a copy of a Thackeray Gallery, London catalogue for their May 1998 exhibition of paintings by Kyffin Williams, which is signed and inscribed "For John with best wishes from Kyffin", and another postcard signed by the Artist.



39^{AR}

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

A Cineraria in a Pot on a Table

oil on canvas

46 x 36 cm. (18 1/8 x 14 1/8 in.)

£5,000 - 7,000

€5,500 - 7,700

US\$6,500 - 9,100

Provenance

The Artist

Sale; Christie's, London, *The Studio of the Late Augustus John*, 20

July 1962, lot 169, where purchased by

Caslan

Sale; Christie's, London, 14 July 1967, lot 29

Sale; Sotheby's, London, 3 November 1982, lot 232, where acquired

by the present owner

Private Collection, U.K.

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



40^{AR}

JOHN PIPER C.H. (1903-1992)

Flowers IV

signed 'John Piper' (lower right)

chalk, ink, watercolour and gouache

57.8 x 79 cm. (22 3/4 x 31 1/8 in.)

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

With Waddington Galleries, London

Mrs. M.L. Stone

Private Collection, U.K.

Age and some health issues meant from 1985, when *Flowers IV* was likely painted, John Piper turned more to his own garden for inspiration and subjects. Waddington Galleries put on three exhibitions including these works in 1986, 1988 and 1989. The present work is a precursor to the large oil on canvas *Summer Flowers I* (1985/6), exhibited in the 1986 show and went on in 1987 to become a popular etching titled *Dahlias and Ferns* (Levinson 391).

41^{AR}

CERI RICHARDS (1903-1971)

The Rape of the Sabines

signed and dated '48 Ceri Richards' (lower left)

oil on canvas

63.7 x 76.5 cm. (25 x 30 1/8 in.)

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

With Redfern Gallery, London

Sale; Christie's, London, 30 May 1997, lot 8 (as *Rape of the Sabines*)

With Jonathan Clark & Co, circa 2000, where purchased by the present owner

Private Collection, U.K.

Literature

Mel Gooding, *Ceri Richards*, Cameron & Hollis, Dumfries & Galloway, 2002, p.84 (col.ill.)

According to mythology, the men of early Rome were sent out from the city by Romulus to seek women for abduction (the classical translation of the term rape) from the surrounding areas, in which the Sabine people dwelled, with the aim of swelling the city's population. The tale proved a popular subject material for Renaissance and post-Renaissance era artists, including Rubens whose painting *The Rape of the Sabine Women* hangs in London's National Gallery. Richards found this painting and other such examples to be a fruitful point of inspiration. In a relatively narrow window he produced hundreds of drawings, several monoprints and a handful of paintings on the theme. Mel Gooding comments that 'It is in his treatment of the Sabine theme that Richards shows himself capable of figurative description in a great variety of moods and manners, from the lyrical to the dramatic, from the harshly brutal to the tenderly poignant. (Mel Gooding, *Ceri Richards*, Cameron & Hollis, Dumfries & Galloway, 2002, p.83).



42^{AR}

WINIFRED NICHOLSON (1893-1981)

Arlots

oil on board

55.3 x 55 cm. (21 3/4 x 21 5/8 in.)

Painted circa 1970

£30,000 - 50,000

€33,000 - 55,000

US\$39,000 - 65,000

Provenance

Christopher Hull, thence by family descent

Private Collection, U.K.

Arlots was painted at Kathleen Raine's cottage in Cumbria and depicts flowers from her garden, with the track across a bog leading to her cottage in the middle distance. Winifred Nicholson met the poet Kathleen Raine at the house of her most important collector, Helen Sutherland, in the Lake District in the late 1940s and they became close friends. Drawn together by their love of wild flowers they travelled to the Hebrides in the early 1950s, usually to Sandaig, Gavin Maxwell's cottage, but also Eigg, South Uist and Barra, and while Winifred painted Raine wrote poetry. Largely because she wanted to be close to Nicholson, Raine purchased a cottage near Hallbankgate, Cumberland, as it was then, in the mid-1960s, keeping it until shortly after Winifred Nicholson's death. She spent about a third of her time at Arlots and this was where she wrote her autobiography:

"In Helen's house or with her or through her, I was to meet for the first time many of my most valued friends; David Jones, Hubert and Lelia Howard, Winifred Nicholson, who had also been a child of northern hills. She had loved the same wild flowers as I, seen in the hedges of Cumberland the same cranesbill and harebell, scabious and wateravons as I ... When first I had seen her paintings at an exhibition in London I had wondered how she knew what I thought no one but myself had, in quite that way, seen. When I met her, I understood. From opposite ends of the social scale ... we had shared the same beauty, under the same skies" (*The Land Unknown*, Hamish Hamilton, London, 1975, p.138).

Winifred Nicholson painted at least two other paintings at Arlots: *Rainbow, Arlots* (Winifred Nicholson in Cumberland, Jovan Nicholson, Abbot Hall, Kendal, 2016, p.22) and *Kathleen's White Geranium* (Christie's, 27 September 1991, lot 91).

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



43^{AR}

IVON HITCHENS (1893-1979)

Dahlias in a Grey Vase

oil on canvas

75 x 50.8 cm. (29 1/2 x 20 in.)

Painted *circa* 1936

£30,000 - 50,000

€33,000 - 55,000

US\$39,000 - 65,000

Provenance

Estate of the Artist

With Jonathan Clark & Co, London, 24 September 2004, where
purchased by

Ross D. Siragusa Jr., from whom acquired by the present owner
Private Collection, U.K.

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

Whilst Ivon Hitchens is primarily recognised for the abundance of
landscape work he executed from his home in the Sussex countryside,
still life painting formed an important part of his artistic output. The
studio still life work from the 1930s, of which examples rarely appear
at auction and the present work forms part of, differs to what would
become a more charged and abstract style in later years.

Hitchens' flower pieces and still lifes owe much to the influence of
Georges Braque who, along with Cézanne, played a major role in his
development. The present work is a striking example and incorporates
a carefully selected floral bouquet with expressive palette. Hitchens'
ability to successfully transcribe what we may consider a traditionalist
subject within a modernist and clearly defined pictorial space make
this work highly appealing.

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





44^{AR}

BEN NICHOLSON O.M. (1894-1982)

1967 (pillar in monastery at Patmos)

signed, titled and dated 'pillar in monastery at Patmos/Ben Nicholson/1967' (verso); signed again, further titled and dated 'NICHOLSON 67/(pillar in monastery at/Patmos)' (on the backboard)

oil wash and pencil

66 x 51 cm. (26 x 20 1/8 in.) (including the artist's prepared backboard)

£7,000 - 10,000

€7,700 - 11,000

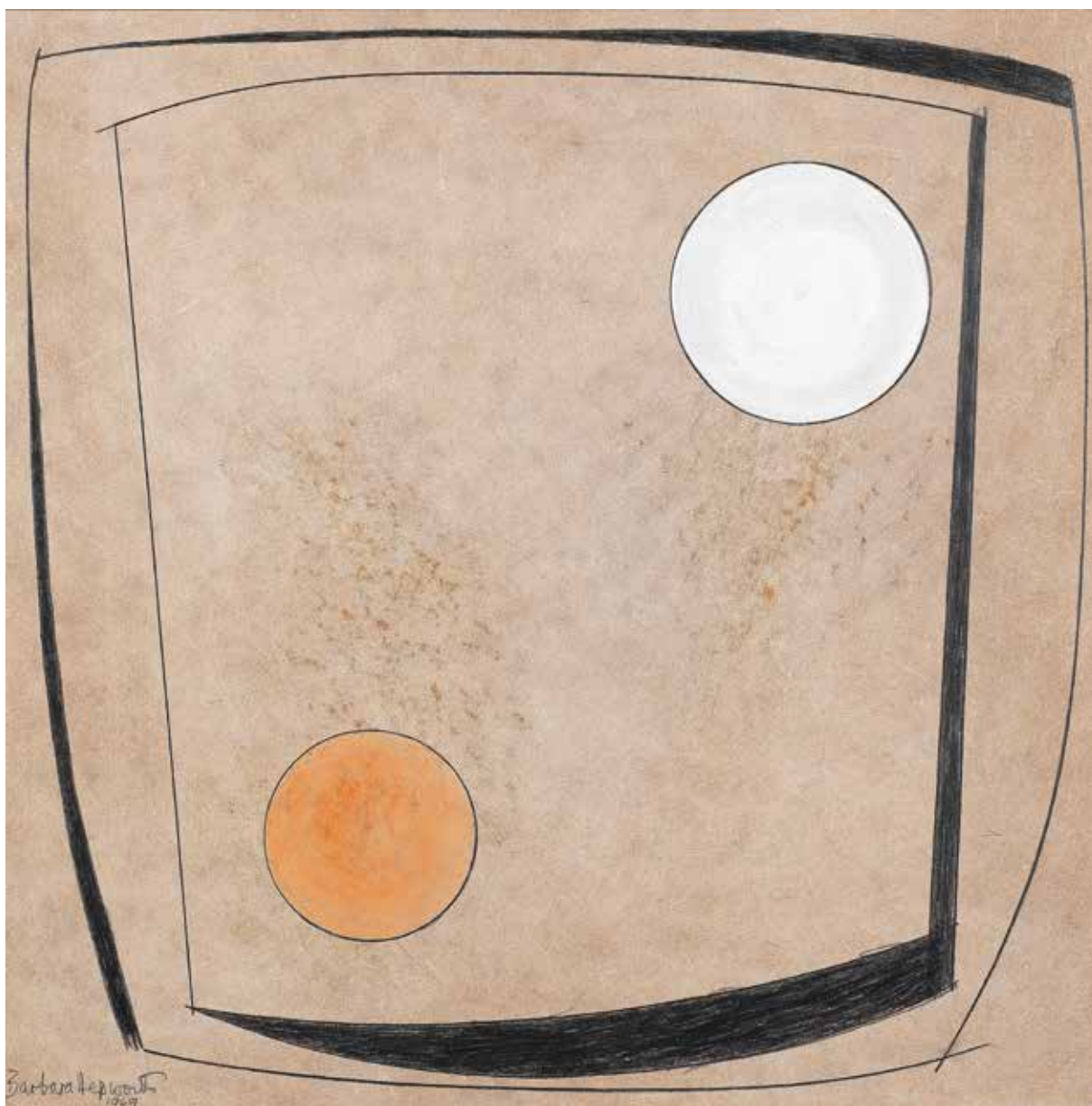
US\$9,100 - 13,000

Provenance

With Galerie Lopes, Zurich

With Galleria Castelnovo, Ascona

With Waddington Galleries, London, where acquired by the present owner



45° AR

DAME BARBARA HEPWORTH (1903-1975)

Tranquil Form

signed and dated 'Barbara Hepworth/1969' (lower left); titled, inscribed and dated again 'Tranquil Form 1969/oil + pencil/22" x 22"' (verso)

pencil and oil on board
56 x 56 cm. (22 x 22 in.)

£25,000 - 35,000

€27,000 - 38,000

US\$32,000 - 45,000

Provenance

With Marlborough Gallery, London

With Leon Kolker, New York, where acquired by the family of the present owner

Exhibited

London, Marlborough Fine Art, *Barbara Hepworth, Recent Work, Sculpture, Paintings, Prints*, February-March 1970, p.45 (ill.b&w)

We are grateful to Dr Sophie Bowness and Jenna Lundin Aral for their assistance in cataloguing this lot.



46^{AR}

DAME BARBARA HEPWORTH (1903-1975)

Seated Figure and Reflection

signed and dated 'Barbara Hepworth. Dec. 1947' (lower right)

oil and pencil on card

35.5 x 36 cm. (14 x 14 1/4 in.)

£70,000 - 100,000

€77,000 - 110,000

US\$91,000 - 130,000

Provenance

Dr Andrew Revai

Pauline Hayward, thence by family descent

Private Collection, U.K.

Exhibited

London, The Lefevre Gallery, *Paintings by Barbara Hepworth, Paintings by L.S. Lowry*, April 1948, cat.37

Apparently unseen in public for over seventy years, this sublime drawing by Hepworth, *Seated Figure and Reflection*, is among her earliest pieces from a series of figurative drawings begun late in 1947 which introduced her surgical works of 1948-49.

They are commonly referred to as 'drawings' rather than paintings as the employment of gesso and oil are used to prepare the board, remaining secondary to the draughtsmanship. In the present lot a subtle, pale green wash has been applied to the ground which brings the picture to life. The pencil lines are purposeful and delicate, with areas of sensitively applied shading to indicate form, such as under the thighs and breasts.

In 1966 Alan Bowness remarked:

'The earliest of the figure drawings were done at the end of 1947 and in 1948. In each case we have two views of the same model. One subsidiary to the other. There is no suggestion of a fixed pose – which the artist dislikes intensely. She asks the model to move about naturally,

pausing or resting at certain moments, but never taking up an artificial position. By preference she has used trained dancers on holiday, rather than professional artists' models. In the 1930s she had often watched dancers at work, and even drew ballet subjects, but as with Degas the interest was not in ballet as such, but in the nature of human movement.' (Alan Bowness, *Barbara Hepworth, Drawings from a Sculptor's Landscape*, Cory, Adams & Mackay, London, p.20).

Unlike most of the drawings from this period both studies of the same model carry equal weight. They are as its title suggests, reflected, but at the same time could be engaged in dialogue, separated by playful curvy lines which mirror those of the naked bodies. This sense of movement is paramount and expertly conveyed by the artist's rhythmic lines, from the waves of the hair to the overlapping marks of their legs. Nothing in this exquisite study seems still or fixed.

We are grateful to Dr Sophie Bowness and Jenna Lundin Aral for their assistance in cataloguing this lot.



47^{AR}

DAME BARBARA HEPWORTH (1903-1975)

Maquette (Variation on a Theme)

bronze with a brown and white patina

43.8 cm. (17 1/4 in.) high (excluding the wooden base)

Conceived in 1958, the present work is number 2 from the edition of 9

£70,000 - 100,000

€77,000 - 110,000

US\$91,000 - 130,000

Provenance

With Laing Gallery, Toronto

Michael Tollemache, 1970

With James Goodman Gallery, New York, 1971

Private Collection, U.S.A.

With James Goodman Gallery, New York, September 1999, where purchased by

With New Art Centre, Salisbury, February 2000, where purchased by

Ross D. Siragusa Jr., from whom acquired by the present owner

Private Collection, U.K.

Exhibited

Ottawa, National Gallery of Canada, *Recent British Sculpture*, organised by the British Council, 13 April 1961, cat.no.4 (another cast); this exhibition travelled to Québec, Montreal Museum Of Fine Arts, May, Winnipeg, Art Gallery, June, Regina, Norman Mackenzie Art Gallery, July, Toronto, Art Gallery Of Ontario, August, London (Ontario), Regional Art And Historical Museum, September, Vancouver, Vancouver Art Gallery, 1-30 April 1962, Auckland, City Art Gallery, 5-29 July, Wellington, Dominion Gallery, 21 August-9 September, Dunedin, Otago Museum, 9-28 October, Christchurch, Canterbury Museum, 20 November-9 December, Adelaide, Art Gallery Of South Australia, January 1963, Canberra, Australian National Museum, 13 January-23 February, Perth, Art Gallery Of Western Australia, 24 January, Adelaide, Adelaide Festival, 4 April-5 May, Hobart, Tasmanian Museum And Art Gallery, May, Launceston, Queen Victoria Art Gallery, 30 May, Melbourne, National Gallery Of Victoria, July, Sydney, Art Gallery Of New South Wales, August, Brisbane, Queensland Art Gallery, September, Newcastle, Newcastle Region Art Gallery, October and Canberra, National Gallery, 1 January-31 March 1964
London, Whitechapel Art Gallery, *Barbara Hepworth: An Exhibition of Sculpture from 1952-1962*, May-June 1962, cat.no.37 (another cast)
Florence, British Arts Council, *Barbara Hepworth: Mostra Fotografica con Disegni e Originali*, 8-16 October 1966, cat.no.4 (another cast)

New York, Memorial Art Gallery, *Twentieth Century Art: The Charles Rand Penny Collection*, November 1983-August 1984, cat.no.47 (another cast); this exhibition travelled to New York, State University Art Gallery, October-December 1984, California, San Jose Museum of Art, September-November 1985, Wheeling, Stifel Fine Arts Centre, January-March 1986, Baton Rouge, Louisiana Arts and Science Centre, April-May, Tampa, Tampa Museum of Art, June-July, Little Rock, Arkansas Art Centre, August-September, Oklahoma, Oklahoma Art Centre, November-December, Jackson, Mississippi Museum of Art, January-February 1987, Spokane, Cheney Cowles Memorial Museum, June-July, Oshkosh, Paine Art Centre, September-November, Texas, Beaumont Art Museum, January-February 1988 and Shreveport, Meadows Museum, March-May 1988
Liverpool, Tate, *Barbara Hepworth: A Retrospective*, 14 September-4 December 1994, cat.no.57 (another cast); this exhibition travelled to New Haven, Yale Centre for British Art, 4 February-9 April 1995 and Toronto, Art Gallery of Ontario, 19 May-7 August 1995

Literature

J.P. Hodin, *Barbara Hepworth*, London, Lund Humphries, 1961, cat. no.247 (ill.b&w) (another cast)
Matthew Gale and Chris Stephens, *Barbara Hepworth, Works in the Tate Collection and the Barbara Hepworth Museum St Ives*, Tate Publishing, London, 2001, p.182



Owing to her desire to have direct contact with materials, Barbara Hepworth came to bronze casting somewhat later in her career with the first appearing in 1956. Alongside wood and stone, bronze was a medium which the artist would continue to explore until the end of her life, producing some of her finest and most memorable work from it. *Maquette (Variation on a Theme)* was conceived in 1958 and belongs to the early stages of development in one of the artist's important commissions.

At Lillian Somerville of the British Council's recommendation, Hepworth was put in touch with the architects Trehearne & Norman Preston who were designing a sixteen-story office block on High Holborn for The Wohl Group. This was to become the now demolished State House with the sculpture presiding over the entrance titled *Meridian*. As Somerville explained, 'for once these architects do not want symbolism or a subject or a theme but an abstract sculpture', which must have been a particular draw for the artist (M. Gale and C. Stephens, *Barbara Hepworth*, London, 1999, p.182). Indeed, in an interview at the time, Hepworth described how 'with this commission I felt no hesitation whatsoever. By next morning I saw the sculpture in my mind quite clearly. I made my first maquette, and from this, began the armature for the working model. The architect must create a valid space for sculpture so that it becomes organically part of our spiritual perception as well as our three-dimensional life. To do less is to destroy sculpture and admit to an impoverished architecture' (P. Curtis and A.G. Wilkinson, *Barbara Hepworth, A Retrospective*, Liverpool, Tate Gallery, 1994, pp.154-155).

Following an initial plaster model, Hepworth first created *Maquette for State House (Meridian)* (BH 245), which was later cast in an edition of 9. The present work, *Maquette (Variation on a Theme)*, followed and was also to be cast in an edition of 9 with this being number 2.

The work displays a complex tangle of ribbons which bind together and form triangular loops with the ultimate intention of contrasting with the building's linear architecture. The sculpture is clearly derived from the landscape with its strong sense of form and texture which was always at the forefront of the artist's mind. *Maquette (Variation on a Theme)* conveys a vivid sense of the artist's experience with the childhood memories of hills in Yorkshire and the weathered coast of Cornwall both translated into sculptural form. When explaining her choice of title for *Meridian* to the architect Harold Mortimer, Hepworth commented that 'it refers either to an imaginary arc of longitude (quintessentially, the Greenwich Meridian) or to the highest point in the arc of the sun' (M. Gale and C. Stephens, *loc. cit.*).

Meridian was erected in London in 1960, the year after Hepworth claimed the Grand Prix at the São Paulo Art Biennial and was unveiled in front of a wall of Cornish granite by Sir Philip Hendy, Director of the National Gallery. Upon its demolition in 1990, the sculpture was sold to the Donald M. Kendall Sculpture Gardens in Purchase, New York, which is the headquarters of PepsiCo. The success of *Meridian* was an important development for Hepworth and led to future commissions including *Winged Figure* for the John Lewis building on Oxford Street.

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



48^{AR}

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

Reclining Figure

stamped with a 'C. VALSUANI CIRE PERDUE' foundry mark (on top of the base)

bronze with a black patina

15.2 cm. (6 in.) long

Conceived in 1945 and cast in an edition of 7

£80,000 - 120,000

€88,000 - 130,000

US\$100,000 - 160,000

Provenance

Sale; Kornfeld & Klipstein, Bern, 10 May 1963, lot 794

With Samlaren Gallery, Stockholm, from whom acquired by

Theodor Ahrenberg, from whom acquired by

La Boetie Inc., New York, 1967, from whom acquired by

Private Collection

Their sale; Sotheby's, New York, 4 November 1993, lot 370, where

acquired by the present owner

Private Collection, Spain

Exhibited

Stockholm, Samlaren Gallery, *Henry Moore: Sculptures and Drawings*, 1952

Stockholm, Akademien, *Henry Moore*, 1952, cat.no.121

Literature

David Sylvester, *Henry Moore: Volume 1, Complete Sculpture*

1921-1948, The Henry Moore Foundation in association with Lund

Humphries, Much Hadham & London, 1988, p.15, cat.no.246



‘The relationship, here, between the thing seen and the thing imagined is one of the most moving in all Moore’s work’

(John Russell)

During his long and distinguished career, the ‘reclining figure’ along with the ‘mother and child’ theme were the two subjects that obsessed Henry Moore more than any other. Recent information from the Henry Moore Foundation indicates there are 270 examples of the reclining figure and 140 of the mother and child, perhaps confirming the former as the most significant; certainly the most fundamental. By 1968, Moore admitted this was the case: ‘From the very beginning the reclining figure has been my main theme. The first one I made was around 1924, and probably more than half of my sculptures since then have been reclining figures’ (John Hedgecoe, *Henry Moore*, London, Thomas Nelson, 1968, p.151).

The origins of that first reclining figure (male and now destroyed) can be traced back to the Toltec-Mayan idol *Chacmool*. Impressed by a life-sized limestone carving from the eleventh or twelfth century found in Chichen Itza in Mexico, Moore came across a plaster cast of *Chacmool* on a visit to the Trocadero Museum in Paris in 1925. The curious reclining posture of the figure on its back, with knees drawn up and head twisted to the right fascinated Moore and it became ‘undoubtedly the one sculpture which most influenced my early work’ (*Henry Moore Writings and Conversations*, ed. Alan Wilkinson, London, Lund Humphries, 2002, p.98).

The present work was conceived at the end of WWII in 1945 as a preparatory study for the 30 in. Hornton stone carving *Reclining Figure* (1947-49, LH 273, now in the collection of the Philadelphia Museum of Art). It was originally modelled in terracotta (whereabouts unknown) with an edition of seven cast in bronze. This was a particularly significant time as the end of conflict meant a renewed availability of metals and Moore was able to break free from the constraints of two dimensions and work more regularly in three. *Reclining Figure* is

therefore one of the first sculptural examples of what the artist had absorbed through his graphic observations of the public sheltering from The Blitz in the London underground. The undulating profile of the sculpture draws on both the example of a body sheltering on the platform floor and the artist’s early preoccupations with the naturalistic rendering of bones, rocks and mountainous landscape, as such she can be read as both abstract and human at the same time.

Writing of the scaled up carving of the present form, John Russell writes ‘After many Reclining Figures in which the central hole was the dominant compositional feature here is one in which, on the contrary, the central area is filled in. Such is the modelling of that area that two complementary movements are set up: one begins below the heart and swings up and away to the left, while the other begins at the bottom of the right thigh and swings up and away to the right. The relationship, here, between the thing seen and the thing imagined is one of the most moving in all Moore’s work, in that the spreading and subtly modulated area between heart and knees is continuously alive in terms both of human anatomy and of the landscape-analogy, the sublimations of moorland and bluff, which Moore keeps going at the same time. This is not one of Moore’s largest carvings – it is only thirty inches long – but it is one in which social duty is laid aside and the imagination runs free to glorious effect.’ (John Russell, *Henry Moore*, The Penguin Press, London, 1968, p.177)

Another example from this edition is in the collection of the Memorial Art Gallery, University of Rochester, U.S.A.

We are grateful to the Henry Moore Foundation for their assistance in cataloguing this lot.



VICTOR PASMORE R.A. (1908-1998)

Abstract in Brown, White, Pink and Ochre

signed with initials 'VP' (lower right)

oil on board

68.1 x 83.8 cm. (27 x 33 in.) (including the artist's backboard)

Painted in 1951-2

£60,000 - 80,000

€66,000 - 88,000

US\$78,000 - 100,000

Provenance

The Artist

With Arthur Tooth & Sons, London, May 1959, where purchased by Sir Martyn Beckett

His sale; Christie's, London, 8 June 2001, lot 157

With Jonathan Clark & Co, London, 14 September 2001, where purchased by

Ross D. Siragusa Jr., from whom acquired by the present owner Private Collection, U.K.

Exhibited

London, Institute of Contemporary Arts, *Victor Pasmore Paintings and Construction 1944-1954*, March-May 1954, cat.no.22 (as *Oval Motif No. 2*, 1951)

Cambridge, Arts Council Gallery, *Victor Pasmore: Selected Works 1926-1954*, February-March 1955, cat.no.29

London, Redfern Gallery, *Victor Pasmore*, June 1955, cat.no.16

London, Arts Council Gallery, *Three Masters of Modern British Painting*, 1958, cat.no.37 (as *Oval Motif in White, Brown, Pink and Maroon*)

London, Arthur Tooth & Sons, *Today and Yesterday*, February 1959, cat.no.7

London, Tate Gallery, *Victor Pasmore Retrospective Exhibition 1925-65*, 14 May-27 June 1965, cat.no.103 (as *Oval Motif in Brown, White, Pink and Ochre No.2*)

Bradford, Cartwright Hall, *Victor Pasmore*, organised by Arts Council of Great Britain, 2 February-9 March 1980, cat.no.22; this exhibition travelled to Liverpool, Walker Art Gallery, 15 March-11 May, Norwich, University of East Anglia, Sainsbury Centre, 20 May-15 June, Leicester, Leicestershire Museum and Art Gallery, 21 June-20 July, Newcastle upon Tyne, Laing Art Gallery, 26 July-25 August and London, Royal Academy, Diploma Galleries, 13 September-19 October 1980

Literature

Lawrence Alloway, *Nine Abstract Artists*, Alec Tiranti Ltd., London, 1954, pl.45

Alan Bowness and Luigi Lambertini, *Victor Pasmore: A Catalogue Raisonné of the Paintings, Constructions and Graphics 1926-1979*, Thames & Hudson, London, 1980, cat.no.173, p.103 (col.ill.)

Only a handful of abstract works by Victor Pasmore dating from the first half of the 1950s have appeared at auction over the past thirty or so years. They are incredibly rare. *Abstract in Brown, White, Pink and Ochre* (1951-2) dates to the earliest part of the decade and is accompanied with impressive exhibition history, having been included in the artist's major Tate retrospective in 1965 amongst other shows.

Like Ben Nicholson (who was fourteen years his senior) during the early 1920s, Pasmore had flirted with abstraction at a specific moment in the early 1930s before he founded the Euston Road School. He joined the London Artists' Association in 1933 and with Sir William Coldstream and Claude Rogers participated in Zwemmer Gallery's notable 1934 show, *Objective Abstractions*. Only, Pasmore's contribution to the exhibition was not abstract but instead showed the

influence of the Fauves and Cubists; Matisse and Picasso being the sources of his early inspiration. Unfortunately, the handful of abstract works Pasmore produced following the show, partly guided by Ben Nicholson's new avant-garde approach to his painting, were destroyed by him. As the decade wore on and Pasmore established his teaching, first at Fitzroy Street then Euston Road, pupils were directed to the naturalistic aesthetic of Degas, Cézanne, Sickert and Bonnard. Up until the mid-1940s this is the direction Pasmore's painting travelled in, but as the war drew to an end, experimentation began to re-appear. His Hammersmith paintings of the late 1940s show evidence of his interest in Seurat's Pointillism and Cézanne's later work with the use of multiple perspectives. Despite this, Pasmore felt unconvinced with his progress, and Ronald Alley in his introduction to Tate's retrospective exhibition describes the change which then occurred:

'Therefore, in 1948 he decided to make a fresh start with abstract art and to explore all its possibilities in a completely scientific way, finding out what happened when one started with a square or a spiral or so on. He read the writings of Kandinsky, Mondrian, Arp and the other leading abstract artists, just as he had previously read those by the post-impressionists, and even made a compilation *Abstract Art: Comments by some Artists and Critics*, which was privately printed at the Camberwell School of Art in 1949. Knowledge of the post-war Parisian and American abstract movements had not reached England at the time and Pasmore's development was completely independent of them.' (Ronald Alley, *Victor Pasmore, Retrospective exhibition 1925-65*, Tate Publishing, 1965).

To begin with, Pasmore's abstraction involved collages and two-dimensional paintings such as the present work with its complex colours, shapes and forms encased within an oval as a reflection on his dissatisfaction with the closed rectangle of easel painting. The first constructed reliefs had begun to appear by 1948 and were exhibited at Fitzroy Street in March 1952 and Redfern Gallery in May of the same year. Many of these and other works were sadly destroyed by the artist and opportunities to acquire examples such as *Abstract in Brown, White, Pink and Ochre* seldom present themselves.





50^{AR}

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

Mirage II

signed and numbered 'Frink / 4/5' (on the base)

bronze with a dark brown patina

91.4 cm. (36 in.) high

Conceived in 1967

£30,000 - 50,000

€33,000 - 55,000

US\$39,000 - 65,000

Provenance

With Osborne Samuel, London, where acquired by

Private Collection, U.K.

Their sale; Bonhams, London, 18 November 2015, lot 56, where

acquired by the present owner

Private Collection, U.K.

Exhibited

London, Waddington Galleries, *Elisabeth Frink*, 11 October-4 November 1972 (another cast)

Wakefield, Yorkshire Sculpture Park, *Elisabeth Frink: Open Air Retrospective*, 21 July-14 November 1983 (another cast)

London, Royal Academy of Arts, *Elisabeth Frink, Sculpture and Drawings 1952-1984*, 8 February-24 March 1985 (another cast)

Hong Kong, The Rotunda, Exchange Square, part of Hong Kong Festival, *Elisabeth Frink: Sculpture & Drawings*, 31 January-31 March 1989 (another cast)

Washington, The National Museum for Women in the Arts, *Elisabeth Frink: Sculpture and Drawings 1950-1990*, 1990 (another cast)

London, Beaux Arts, *Frink: Sculpture, Drawings and Prints*, 1998 (another cast)

London, Beaux Arts, *Frink*, 2006 (another cast)

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

Literature

Edwin Mullins, *The Art of Elisabeth Frink*, Lund Humphries, London, 1972, cat.no.91 (ill.b&w., another cast)

Jill Wilder, *Elisabeth Frink, Sculpture Catalogue Raisonné*, Harpvale, Salisbury, 1984, p.171, cat.no.162 (ill.b&w., another cast)

Annette Ratuszniak, *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.108, cat.no.FRC187 (ill.b&w., another cast)

Like her contemporaries whose work of the period was generalised under the term 'Geometry of Fear', Frink in the late '50s and '60s engaged with the heavy sense of dread that came from living in a newly nuclear-enabled world. She called upon the symbolism of birds as harbingers of this potential catastrophic violence. They appeared as blinded, sharp-beaked aggressors, distorted and stalking which took on an archaic form and crowded towards unknown horrors. This brutal aesthetic dominated her output until 1967 when she moved to the south of France. The light brighter and the air warmer, her entire output shifted accordingly. The Mirage works were the first bird pieces produced there and although they retain many similar qualities to their predecessors, they are decidedly more evolved. Inspired by local flamingos, which when viewed from afar in intense heat, became distorted by mirage to become even more slender, the sculptures' surface becomes smoother and more finessed and the form sleeker and more stylised.



51^{AR}

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

Horseman

signed and numbered 'Frink 5/6' (on the rear left hoof)

bronze with a light green patina

83 cm. (32 5/8 in.) high

Conceived in 1984

£100,000 - 150,000

€110,000 - 160,000

US\$130,000 - 190,000

Provenance

With Beaux Arts, London, *circa* 1984, where purchased by the present owner
Private Collection, U.K.

Exhibited

London, Royal Academy, *Elisabeth Frink: Sculpture and Drawings*

1952-1984, 8 February-24 March 1985 (another cast)

Wiltshire, Salisbury Cathedral and Close, Salisbury Library and

Galleries, *Elisabeth Frink: A Certain Unexpectedness*, 10 May-7 June

1997 (another cast)

Literature

Edward Lucie-Smith, *Elisabeth Frink; Sculpture Since 1984 and Drawings*, Art Books International, London, 1994, p.182, cat.no.SC2

(ill.b&w, another cast)

Annette Ratuszniak, *Elisabeth Frink; Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Farnham, 2013, p.166, cat.no.334 (ill.b&w,

another cast)



As Edward Lucie-Smith observed in 1994, ‘one of Frink’s best-known images is *Horse and Rider* (1974), commissioned by Trafalgar House and situated on the corner of Piccadilly and Dover Street in central London. Thousands of Londoners pass it every day, and it is one of the very few contemporary public sculptures in London that seems to be liked and appreciated by the public”. (*Elisabeth Frink; Sculpture Since 1984 and Drawings*, Art Books International, London, 1994, p.50).

Whilst Frink’s varied and extensive output has since been the subject of at least seven major museum exhibitions, many more gallery shows and several publications including a complete catalogue raisonné, it remains the case that in the public’s mind the motif of horse and rider is still synonymous with Frink. Considering that she sculpted many more horses without riders, it is testament to the power of such an emotionally accessible motif that such works are so indelibly etched on our perception of her sculpture. This has only been further reinforced by the relocation of the above mentioned commission to the more prominent location of number 1 New Bond Street.

The present variation of the horse and rider is described by Lucie-Smith as ‘The most striking treatment of this motif from her last decade... intense and deeply felt.” (ibid). He elaborates that “unlike nearly all her previous riders, this one is clothed. He wears bulky garments, and his head is enveloped in a hood. His features are much more individualized than is the case with Frink’s nude horsemen: the spectator feels that he or she is in the presence of a real person. This impression is reinforced by the way in which the posture as well as the features are scrutinized. The rider sits on his horse very easily and confidently. His shoulders are slightly slumped but the impression he makes is one of great alertness. Face and posture alike make it probable that the sculpture was inspired by her third husband, Alex Csáky. Csáky came from an aristocratic Hungarian family; the history of Hungary was, so to speak, in his blood. *Horseman* could be read as a representation of a nomadic Magyar rider, roaming the Hungarian plains, only half-civilized, always on the lookout for conquest.” (ibid.)



52^{AR}

IVON HITCHENS (1893-1979)

Caves of Green No.3

signed 'Hitchens' (lower right); signed again, titled, inscribed and dated

'Caves of Green, No3.1961/by Ivon Hitchens/Greenleaves, Petworth
Sussex' (on a label attached to the stretcher))

oil on canvas

44 x 145.5 cm. (17 1/4 x 57 1/4 in.)

£50,000 - 70,000

€55,000 - 77,000

US\$65,000 - 91,000

Provenance

With Waddington Galleries, London

Mr E. Lysaght

Private Collection, U.K.

Exhibited

London, Waddington Galleries, *Summer Water and Other Paintings*,
June 1962, cat.no.21 (ill.b&w)

Writing in 1964 to historian Sir Alan Bowness in preparation for a lecture Bowness was to give at Southampton University, Hitchens details the progression of the four paintings which form the Caves of Green series.

Hitchens introduces the subject as 'of 'all-over' atmosphere exploring the idea and the actual place' (in correspondence, February 1964, Tate Archive). Each of the four works share the same compositional make up of three arched 'cave' forms to the left, centre and right. Hitchens notes that each of these three 'caves' are 'clearly sorted out in three main tones, in alternating progression' (ibid). The left-hand 'cave' is formed of tonal bands, drawing the eye upwards and to the left. Similarly, the right-hand 'cave' with a tonally dark centre and lighter surround, is to draw the eye upward and to the right. Lastly the central 'cave', is again formed of tonal bands, but lighter at the centre, designed to lead the eye inwards.

Hitchens notes that all the works in the series follow the same design, each becoming more complex than the last. He concludes:

'I consider [the series] a successful exploitation of the intended convention and it works throughout the whole picture both in tone and colour... All my better pictures should be "read" for this deliberate progression of tone (or colour) – the corresponding balance – the white partitions of canvas are there to clarify & distinguish the notes & the movement' (ibid)

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





53^{AR}

WILLIAM SCOTT R.A. (1913-1989)

No.1 - Apricot, Orange and Black
signed 'W.Scott' (lower left)
watercolour and gouache
27.3 x 37.5 cm. (10 3/4 x 14 3/4 in.)
Painted circa 1960

£8,000 - 12,000

€8,800 - 13,000

US\$10,000 - 16,000

Provenance

Sale; Sotheby's, London, 13 July 2007, lot 142
Private Collection, U.K.

Exhibited

Paris, Galerie Anderson-Mayer, *Maîtres Contemporains*, 24 March–25 April 1964

We are grateful to the William Scott Foundation for their assistance in cataloguing this lot.



54^{AR}

PATRICK HERON (1920-1999)

28 October : 1996

gouache

31 x 41 cm. (12 1/4 x 16 1/8 in.)

£8,000 - 12,000

€8,800 - 13,000

US\$10,000 - 16,000

Provenance

With Waddington Galleries, London

Private Collection, U.K.

Exhibited

London, Waddington Custot Gallery, *Patrick Heron: Gouaches from 1961 to 1996*, 9 February-12 March 2005, cat.no.20

We are grateful to Susanna Heron for her assistance in cataloguing this lot.



**PROPERTY FROM THE COLLECTION OF PATRICIA NICHOL
BARNES, LONDON**

55^{AR}

PATRICK HERON (1920-1999)

April : 1967

signed, titled, inscribed and dated 'Patrick Heron/April : 1967/
International"/"Studio/Cover. Version V/version used)/For Peter
Townsend' (verso)

gouache

31 x 24 cm. (12 1/2 x 9 1/4 in.)

£5,000 - 7,000

€5,500 - 7,700

US\$6,500 - 9,100

Provenance

Private Collection, U.K.

We are grateful to Susanna Heron for her assistance in cataloguing
this lot.

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



VARIOUS PROPERTIES

56^{AR}

PATRICK HERON (1920-1999)

Interlocking Browns and Olives ; February 1966

signed and titled 'PATRICK HERON/INTERLOCKING BROWNS AND/ OLIVES : FEBRUARY 1966' (on a label attached to the backboard)

gouache

57 x 78.2 cm. (22 1/2 x 31 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

Ronnie Duncan

With Park Square Gallery, Leeds, where acquired by the present owner Private Collection, U.K.

Exhibited

Oxford, Bear Lane Gallery, *Patrick Heron*, 4 May-1 June 1968, cat.no.22
Leeds, Park Square Gallery, *More Love Than Money, The Private Collection of Ronnie Duncan*, 10 May-2 June 1972, cat.no.14

We are grateful to Susanna Heron for her assistance in cataloguing this lot.

57^{AR}

ROGER HILTON (1911-1975)

Painting, October 1959

signed, inscribed and dated 'HILTON/30 X 54/OCT'59' (verso)

oil on canvas

76.3 x 137.2 cm. (30 x 54 in.)

£50,000 - 70,000

€55,000 - 77,000

US\$65,000 - 91,000

Provenance

With New Art Centre, London, *circa* 1970, where purchased by the present owner

Private Collection, U.K.

The mid-to-late 1950s saw turbulent times for Roger Hilton. Artistically, he was wrestling with the problem of how an artist develops upon abstraction. Professionally, he chose to cut ties with his long-time dealer, Gimpel Fils, due to perceived pressures to mould his output into a more commercial form, leaving him in a position of financial uncertainty. And personally, his marriage to Ruth David was waning, ultimately ending in divorce.

Yet these years bore triumphs. Hilton's first retrospective was held at the ICA in early 1958, which led to the Tate Gallery and the Arts Council both making their first acquisitions of his work, with further purchases made by both the following year along with the Gulbenkian Foundation and Ferens Art Gallery. He was awarded a prize at the prestigious John Moores Exhibition in Liverpool in 1959 and his work was included in several important mixed exhibitions such as the 1957 Lawrence Alloway organised *Metavisual Tachiste Abstract: Painting in England Today*.

Out of this period, both personally and artistically, several key developments emerge. In the summer of 1956, he took a studio in St Ives and then in Newlyn the following three years, beginning an engagement with the South-West that would later be cemented by a permanent move. In London too he found a new studio in St. John's Wood, in which he would increasingly reside when in the capital. At the end of the decade Hilton joined the stable of Waddington Galleries, who offered the security of a £360-a-year stipend, which enabled him to give up his teaching position at the Central School of Art and led

to a series of highly praised and commercially successful exhibitions. And by 1959 he had met fellow painter Rose Phipps, who would spend that summer with him in Newlyn, and who he would later marry.

Dating to October of that very year, the present work, and other such examples, display a new bravado from an artist who had already developed a highly confident manner of working. The hardened edges of his earlier neo-plastic forms give way to rolling masses, armatures and details utilised in such a balanced economy of mark-making that they become highly suggestive. An audaciousness enters his technique; charcoal traditionally associated with underpaintings is purposefully laid bare or, as in the current example, unmixed pigment is tubed directly onto the canvas. Whilst his idiom presents initially as abstract, reference points are increasingly identifiable with his most returned to source being the female form. Writing in 1961, Hilton concluded how at least artistically he had resolved the various quandaries this period had presented him with:

'Abstraction in itself is nothing. It is only a step towards a new sort of figuration, that is, one which is more true. However beautiful they may be, one can no longer depict women as Titian did. Renoir in his last pictures had already greatly modified her shape... For an abstract painter there are two ways out or on: he must give up painting and take to architecture, or he must reinvent figuration' (ex.cat., Roger Hilton & Alan Bowness, *Roger Hilton*, Galerie Charles Lienhard, Zurich, 1961)



58^{AR}

PAUL FEILER (1918-2013)

Trencrom

signed, titled and dated 'PAUL FEILER/TRENCROM/1961' (verso)

oil on canvas

45.7 x 35.2 cm. (18 x 14 in.)

£18,000 - 25,000

€20,000 - 27,000

US\$23,000 - 32,000

Provenance

Private Collection, U.K.

Sale; Dreweatt Neate, Newbury, 18 May 2010, lot 174

Private Collection, U.K.

With the proceeds from his first one-man exhibition at The Redfern Gallery in early 1953, Feiler bought a disused chapel at Kerris near Newlyn, which he converted for use as a studio. From this date the Cornish landscape became a prominent feature in his painting. Initially such examples consisted of specific visual references but, as his manner of working became increasingly abstract across the decade, by the early 60s Feiler's aim was to express the experience of a given location rather than of its representational features. He comments:

"Woven into my paintings are visual memories of physical experience of a landscape, and therefore the atmospheric quality of Cornwall is there such from sea to sky. I feel I have retained this within the non-landscape pictorial concept... One constantly travels to the coast in order to get that kind of relationship that, it seems to me, should be the Cornish quality, the Cornish atmosphere" (Paul Feiler in interview with Michael Tooby, exhibition catalogue, *Paul Feiler: Form to Essence – Theme and Development*, Tate St Ives, June 1995).

Located roughly ten miles north east of Feiler's studio, Trencrom Hill affords views north to St Ives and Carbis Bay. In addition to Feiler, the hill informed other key artists of the period such as Ben Nicholson (*March 1949 (Trencrom)*) and Peter Lanyon (*Trencrom*, 1951).





59^{AR}

ROGER HILTON (1911-1975)

March 1961

signed and dated 'HILTON/MAR '61' (verso)

oil and charcoal on paper

35.6 x 25.5 cm. (14 x 10 in.)

£5,000 - 8,000

€5,500 - 8,800

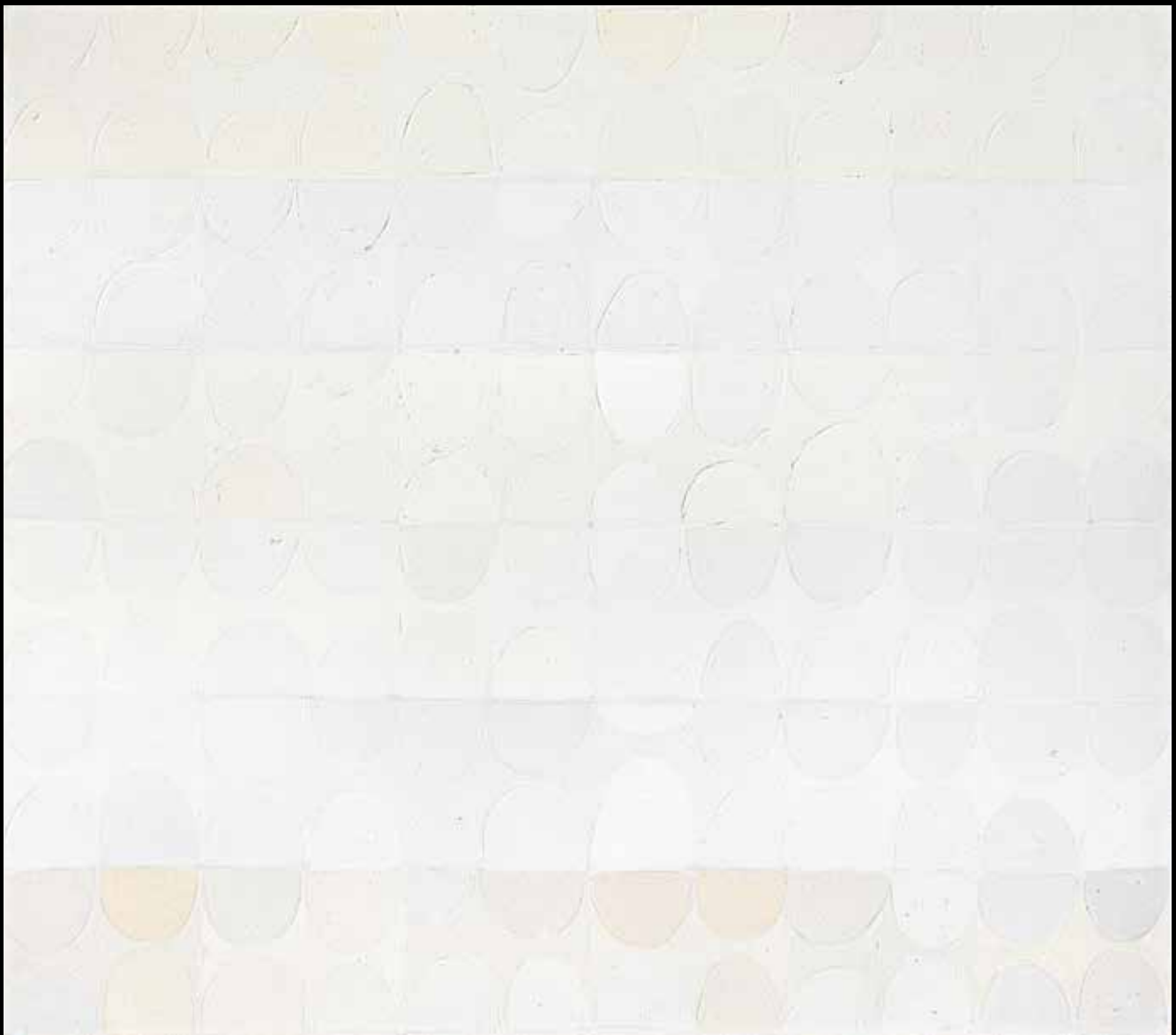
US\$6,500 - 10,000

Provenance

With Waddington Galleries, London

With Beaux Arts, London, *circa* 1980, where purchased by the present owner

Private Collection, U.K.



60^{AR}

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

Through Whites

signed, titled and dated 'Sept Oct Nov 79/Through Whites May 77
Frost' (on the canvas overlap); further signed and dated again 'Frost/
Nov 79' (verso)

oil on canvas

76.5 x 87 cm. (30 1/8 x 34 1/4 in.)

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 23,000

Provenance

Sale; Sotheby's, London, 8 March 1995, lot 272, where purchased by
the present owner
Private Collection, U.K.

61^{AR}

GILLIAN AYRES C.B.E., R.A. (1930-2018)

Abstract

oil and ripolin on board

106 x 26.2 cm. (40 3/4 x 10 1/4 in.)

£8,000 - 12,000

€8,800 - 13,000

US\$10,000 - 16,000

Provenance

The Artist, by whom gifted to

John Rivers Coplans (1920-2003), thence by family descent

Private Collection, U.K.





62^{AR}

SANDRA BLOW R.A. (1925-2006)

No. 4

signed, numbered and dated '4/Blow 67' (on the canvas overlap)

acrylic and ash on canvas

104.3 x 254.6 cm. (45 x 100 1/4 in.)

(unframed)

£15,000 - 20,000

€16,000 - 22,000

US\$19,000 - 26,000

Provenance

With The New Art Centre, London, *circa* 1970, where acquired by the
present owner

Private Collection, U.K.



63^{AR}

PETER LANYON (1918-1964)

High Tide

signed and dated 'Peter Lanyon 52' (lower left)

watercolour and ink

25 x 64.3 cm. (9 7/8 x 25 1/4 in.)

£10,000 - 15,000

€11,000 - 16,000

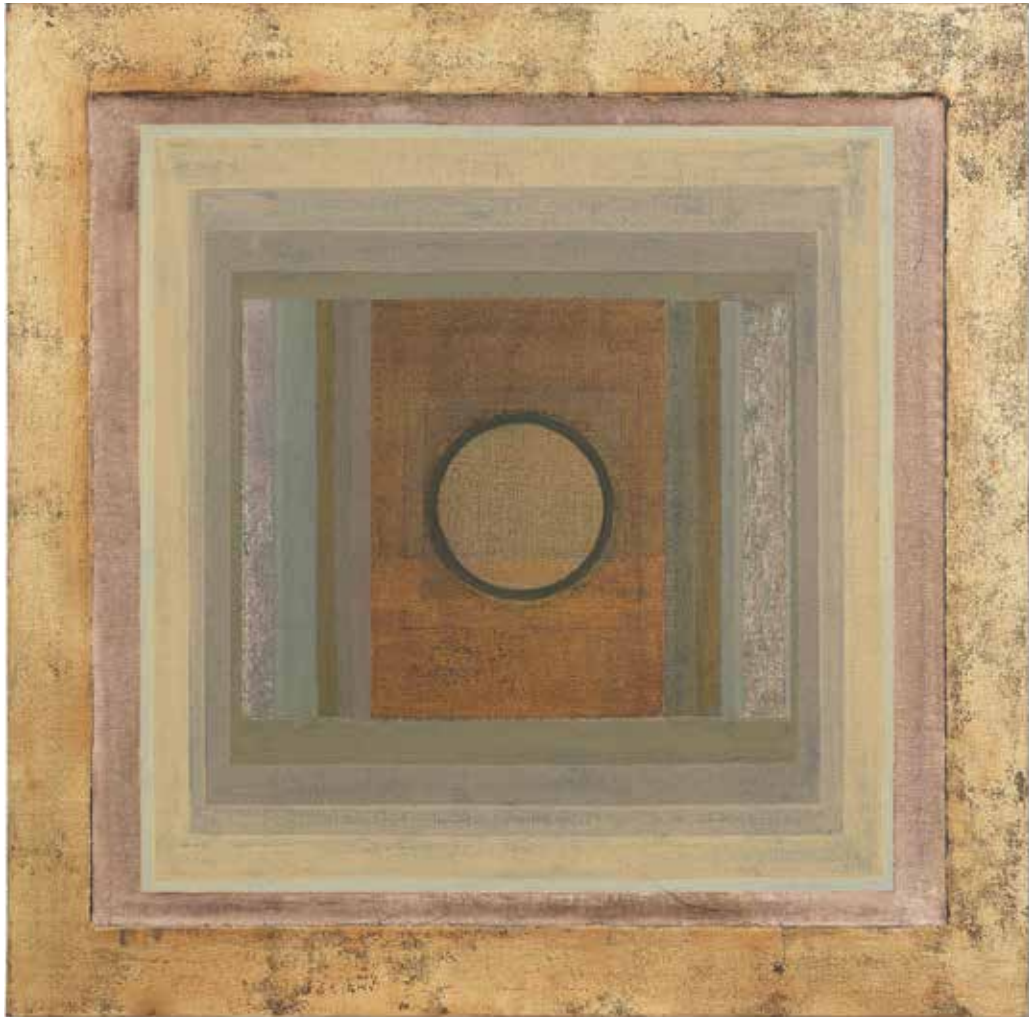
US\$13,000 - 19,000

Provenance

With Gimpel Fils, London

With The Redfern Gallery, London, 4 July 2007, where purchased by
the present owners

Private Collection, U.K.



64^{AR}

PAUL FEILER (1918-2013)

Janicon LXXI

signed, titled and dated 'PAUL FEILER/JANICON LXXI (8) 2003' (verso)

oil with silver and gold leaf on canvas laid on panel and the artist's
frame

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

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 23,000

Provenance

With The Redfern Gallery, London, 17 May 2005, where acquired by
the present owners
Private Collection, U.K.



65^{AR}

VICTOR PASMORE R.A. (1908-1998)

Abstract in White and Black (Version 1)

signed with initials 'VP.' (verso)

painted wood and perspex projective relief construction

121.9 x 121.9 cm. (48 x 48 in.)

Constructed in 1965

£60,000 - 80,000

€66,000 - 88,000

US\$78,000 - 100,000

Provenance

Michael Spens, by whom gifted to

Private Collection

Their sale; Christie's, London, 8 June 2001, lot 158

With Jonathan Clark & Co, 14 September 2001, where purchased by

Ross D. Siragua Jr., from whom acquired by the present owner

Private Collection, U.K.

Exhibited

London, Tate Gallery, *Victor Pasmore Retrospective Exhibition 1925-65*, 14 May-27 June 1965, cat.no.223, pl.65 (as *Relief and Transparent Construction in White and Black*)

Edinburgh, Scottish National Gallery of Art, *Victor Pasmore*, July 1965, cat. no.55; this exhibition travelled to Liverpool, Walker Art Gallery, August 1965

Calais, Musée des Beaux Arts et de la Dentelle de Calais, *Victor Pasmore, 1950-1967*, June-October 1985, cat.no.34

New York, Center for International Contemporary Arts, *Victor Pasmore*,

Nature into Art, November 1990-February 1991, cat.no.12, pl.9

Literature

Alan Bowness and Luigi Lambertini, *Victor Pasmore: A Catalogue Raisonné of the Paintings, Constructions and Graphics 1926-1979*, Thames & Hudson, London, 1980, p.117, cat.no.362 (ill.bnw.)

Abstract in White and Black (Version 1) was constructed in 1965 and included in Victor Pasmore's Tate Gallery retrospective of the same year. From the early 1950s the artist had made the decision to devote himself to constructed reliefs and they were a constant theme through the following decades. Unfortunately, a significant number of the early reliefs made from experimental materials such as wood, plastic and aluminium were destroyed. Pasmore was naturally aware of Ben Nicholson's celebrated painted reliefs (owning a small example himself) which were carved in shallow space and seemingly from slabs of solid board. However, Pasmore was intent on assembling his constructions from laths and sheets of machine-made, mass produced materials. In the present work, the artist has utilised perspex for example, a strong yet lightweight thermoplastic that is transparent and roots his work alongside current technological advances. This concept was largely indebted to the American abstract artist Charles Biederman who believed that the logical progression from Mondrian's reduction of nature to its simplest form was into the real space of the constructed relief.

In the present work, the square perspex frames a complex assembly of painted wood at varying positions and angles within a larger composition that is carefully balanced. The uniform black lines moving across the work is a 'development', which Pasmore in his own words described as an 'organic process' which 'suggests an element of movement and infinity' (Victor Pasmore quoted in Alastair Grieve, *Victor Pasmore*, Tate Publishing, London, 2010, p.108).



66^{AR}

ALAN DAVIE C.B.E., R.A. (1920-2014)

Little Resurrection

signed, titled, inscribed and dated twice 'Alan Davie 63/LITTLE RESURRECTION/MAR 63/OPUS 0.517' (verso); titled, inscribed and dated again 'LITTLE RESURRECTION (UNTITLED NO 70) MAR 63' (on the stretcher)

oil on canvas

122.3 x 101.7 cm. (48 1/8 x 40 in.)

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

With Gimpel Fils, London

With Alan Wheatley, London, where acquired by the present owner Private Collection, U.K.

Exhibited

London, Alan Wheatley Art, *Alan Davie: An Inner Compulsion, Retrospective Exhibition*, 18 April-4 May 2018, cat.no.30

Literature

Alan Bowness, *Alan Davie*, Lund Humphries, London, 1967, cat. no.452

Little Resurrection is the first of four closely related compositions. *Grand Flyaway (Resurrection)* (Collection of Detroit Institute of Arts), *Flyaway Resurrection No 2, Fly Away Little Happy One*, and the present work, all painted in early 1963. These four works display recurrent motifs such as a skyward reaching ladder, what appears to be a winged form or child's rattle and a levitating skull, contained in a blazing yellow pictorial space. In summer of the same year Davie penned a short autobiographical passage entitled *I Confess*. In it he poetically details his childhood in Scotland, early studies in art, wartime experience, and time as a professional jazz musician. His conclusion to this passage resonates especially with these four works, providing context to their joyful exuberance and themes of flight and rebirth. He states:

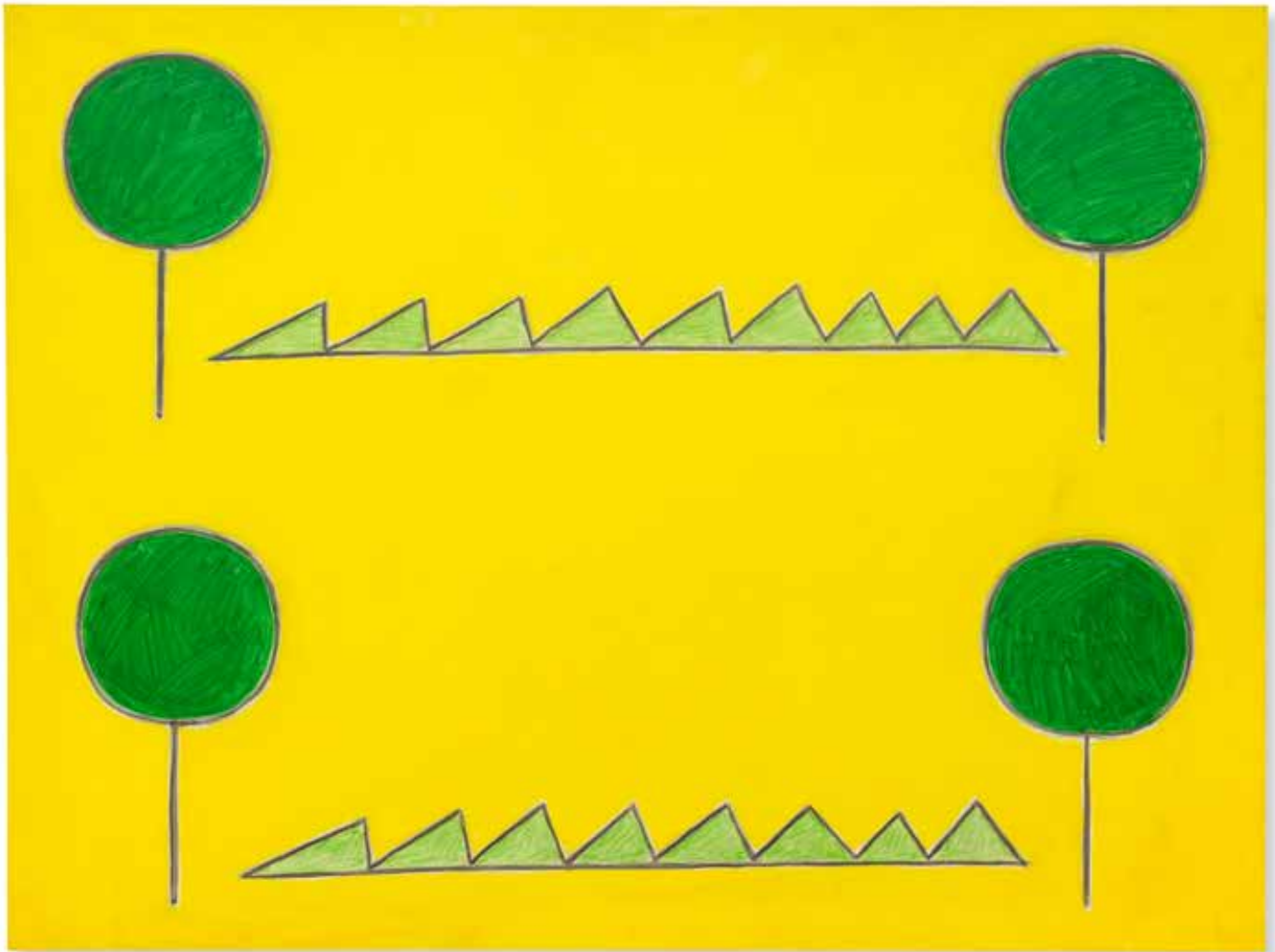
"I married me a wife, and we went away together, and we found the mountains and the snows together, and the Italian sunshine, and the marvellous mosaic and the gold and white and pink and the bottlegreen sea. Then I really began to paint in the way I had learned to write and to play jazz and in the way I had learned to make love: and I learned that All is in me and I in All; and I discovered that I really am a child for evermore, and an animal still, thank God; just like them: my parrot my canary my poodles my dachshund my cats my budgerigars; they really know: and my little blond baby daughter knows too. All the talking and lecturing and teaching and philosophising and writing mean absolutely nothing.

I discovered that I could be a bird (I had always longed to soar like the seagulls) and now I can fly amongst my clouds, and swoop and climb and circle in my big white sailplane.

How much more important than Art, just to be a bird".

(excerpt from *I Confess*, by Alan Davie, cited in exhibition catalogue *Visione Colore*, Venice, Palazzo Grassy, July-October 1963)





67^{AR}

PETER KINLEY (1926-1988)

Summer

signed 'Peter Kinley' (on the stretcher); further signed, titled and dated
'Peter Kinley/Summer/1971-72' (on the canvas overlap)

oil on canvas

137.2 x 182.9 cm. (54 x 72 in.)

£5,000 - 7,000

€5,500 - 7,700

US\$6,500 - 9,100

Provenance

With Arthur Tooth & Sons, London

With Waddington Galleries, London, where acquired by the family of
the present owner

Private Collection, U.K.



68^{AR}

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

Lily in Parrot Glass

oil on canvas

35.7 x 30.5 cm. (14 x 12 in.)

Painted in 1992

£15,000 - 20,000

€16,000 - 22,000

US\$19,000 - 26,000

Provenance

Purchased directly from the Artist by the present owner, *circa* 1992
Private Collection, U.K.

Exhibited

London, Thomas Gibson Fine Art, *Jerwood Prize Exhibition*, 1994

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**PROPERTY FROM AN IMPORTANT BAY AREA,
CALIFORNIA COLLECTION
(LOTS 69 - 70)**

69* AR TP

DAVID NASH R.A. (BORN 1945)

Multi-cut Column
partially stained oak
261.6 cm. (103 in.) high
Executed in 2001

£10,000 - 15,000

€11,000 - 16,000

US\$13,000 - 19,000

Provenance

With Haines Gallery, San Francisco, 30 January 2002, where acquired
by the present owner
Private Collection, U.S.A.

70* AR TP

DAVID NASH R.A. (BORN 1945)

Crack and Warp

walnut

244 cm. (96 in.) high

Executed in 1999

£8,000 - 12,000

€8,800 - 13,000

US\$10,000 - 16,000

Provenance

With Haines Gallery, San Francisco, July 21, 1999, where acquired by the present owner
Private Collection, U.S.A.

A similar sculpture, *Crack and Warp Column (Oak)*, was Nash's Diploma work submitted on his election as a Royal Academician in 1999. The columns are carved when the wood is unseasoned and the cracking and warping happens as the wood shrinks and dries.




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LEONORA CARRINGTON (1917-2011)

Operation Wednesday (Painted in March 1969)
oil and tempera on board
60.9 x 44.8cm (24 x 17 5/8in).
£300,000 - 500,000 *

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

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VICTOR PASMORE R.A. (BRITISH, 1908-1998)

Blue Movement

signed with initials 'VP' (lower left)

oil and pencil on board

91 x 124.5cm (35 13/16 x 49in).

£20,000-30,000

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

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CLAUDE FLIGHT (1881-1955)

Brooklands
Linocut printed in colours, circa 1929,
signed and numbered 8/50 in pencil,
inscribed *Brooklands, motor racing*
£15,000 - 20,000 *

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Prices below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot’s* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams’* reasonable opinion as to the *Lot’s* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We 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 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% of the *Hammer Price* on the first £10,000; plus
25% of the *Hammer Price* from £10,001 and up to £450,000; plus
20% of the *Hammer Price* from £450,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

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 licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export 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 DEBRA 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 a 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 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

CB – Château bottled

DB – Domaine bottled

EstB – Estate bottled

BB – Bordeaux bottled

BE – Belgian bottled

FB – French bottled

GB – German bottled

OB – Oporto bottled

UK – United Kingdom bottled

owc – original wooden case

iwc – individual wooden case

oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- | | |
|----|---|
| Y | Subject to CITES regulations when exporting these items outside the EU, see clause 13. |
| TP | Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location. |
| W | Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location. |
| Δ | Wines lying in Bond. |
| AR | An <i>Additional Premium</i> will be payable to us by the <i>Buyer</i> to cover our <i>Expenses</i> relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details. |
| ○ | The <i>Seller</i> has been guaranteed a minimum price for the <i>Lot</i> , either by <i>Bonhams</i> 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 [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 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-terrorist 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.

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (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 Birtish and Irish Art	Sale date: 18 November 2020
Sale no. 25853	Sale venue: New Bond Street, London
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 £200 - 500by 20 / 50 / 80s £500 - 1,000by 50s £1,000 - 2,000by 100s £2,000 - 5,000by 200 / 500 / 800s £5,000 - 10,000by 500s £10,000 - 20,000by 1,000s £20,000 - 50,000by 2,000 / 5,000 / 8,000s £50,000 - 100,000by 5,000s £100,000 - 200,000by 10,000s above £200,000at the auctioneer's discretion	
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 <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> 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? <input type="checkbox"/> If yes, please complete question 3.	
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement	
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>	If registered for VAT in the EU please enter your registration here: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/>

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

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:

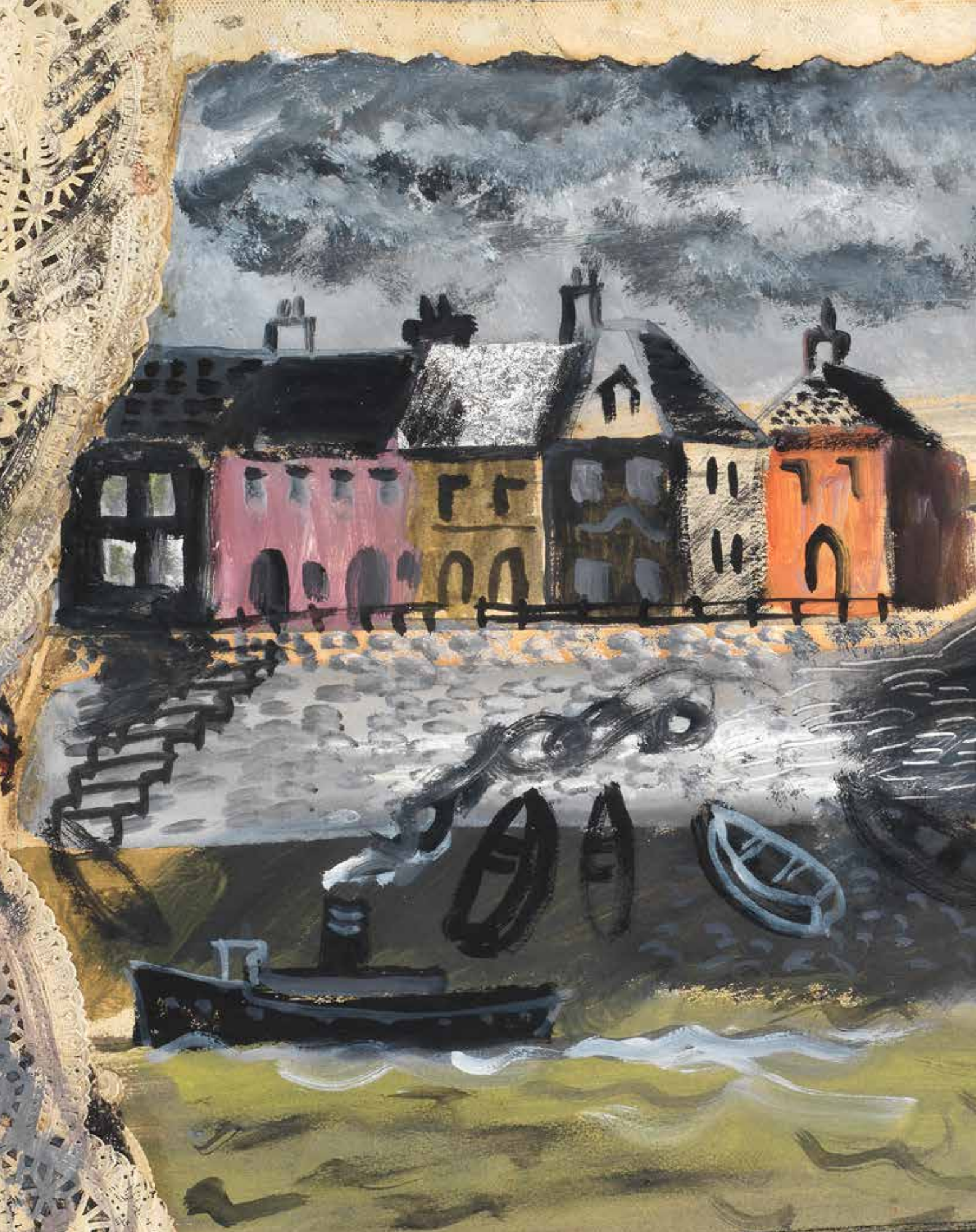
★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

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

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







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