Modern British and Irish Art
New Bond Street, London | Wednesday 18 November 2020 at 3pm

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chris.dawson@bonhams.com
Ingram Reid
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ingram.reid@bonhams.com
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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 lives 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.
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.
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.
**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.
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.
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.

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.

Exhibited
London, The Leicester Galleries, Paintings by Sir William Nicholson, April 1943, cat.no.26

Literature
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.
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, consid-
ered 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 grand-
mother 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 ex-
press 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 Khoroche, Ivon Hitchens, André Deutsch,

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 Khoroche for his assistance in cataloguing
this lot.
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.
11AR


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

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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.
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12AR

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
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.

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 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

13AR

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.
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.

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
Beverley 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
15AR
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)
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. 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.
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
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.

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
19\textsuperscript{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.
HELEN BRADLEY (1900-1979)

Uncle Tom's Funeral Procession
signed "HELEN BRADLEY" and with fly insignia (lower right); further signed, inscribed and dated "Thyre 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 cant feed all that lot" said aunt Mary, who was away/stealing the ham. Mother wasnt thinking about the food/but great uncle Toms 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/true enough, Joe Wroe the Butcher was so busy watching/ great uncle Toms 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
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.

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.

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.
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:
Nicolete 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 fiancée, 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)
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.

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.

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.

We are grateful to David Cleall and Bob Davenport for their assistance in cataloguing this lot.
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
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)
24AR

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.
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.

25AR
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).
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
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
27AR

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.)

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.

£12,000 - 18,000
€13,000 - 20,000
US$16,000 - 23,000
VARIOUS PROPERTIES

28AR

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

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.
29AR

**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**

We are grateful to Gerard Hastings for his 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.
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.
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

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

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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.
33AR

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.
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.

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
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 Belby 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

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

‘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)
36AR
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.
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.

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39AR

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.
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 (Lavinson 391).
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).
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).


We are grateful to Jovan Nicholson for compiling this catalogue entry.
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 Khorochie for his assistance in cataloguing this lot.
44AR

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 Castelnuovo, Ascona
With Waddington Galleries, London, where acquired by the present owner
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.

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.
46AR  
**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**  

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.
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
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)
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)
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.

**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.
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 & Kipstein, 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
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.
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.

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

(John Russell)


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, 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)

**Literature**

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 encaissed 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.
**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**


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


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


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

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

**Literature**


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 crowed 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.
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
(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)
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.
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.)
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.
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 Khoroca for his assistance in cataloguing this lot.
53AR

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.
54AR

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

We are grateful to Susanna Heron for her assistance in cataloguing this lot.
PROPERTY FROM THE COLLECTION OF PATRICIA NICHOL BARNES, LONDON

55AR

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.
VARIOUS PROPERTIES

56 AR

PATRICHERON (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.
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)
58AR

**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).
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.

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Through Whites
signed, titled and dated 'Sept Oct Nov 79/Through Whites May 79/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.

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.
61AR
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.
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. (41 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.

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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.
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.
65AR


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. Sirag, 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, Musee 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

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).

Literature
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 Grassi, July-October 1963)
67AR
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.
68AR


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

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.
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.
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.
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 *
ENQUIRIES
+44 (0)20 7393 3949
janet.hardie@bonhams.com
bonhams.com/modbrit

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
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 *
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 *

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

The new Bonhams app makes it easy to take part in our auctions, wherever you are.
Hammer

In most cases, an Estimate is printed beside the Lot at the highest price obtainable at the Sale to a Buyer. Bonhams does not accept for any person using Chip & Pin verification. Prices below and above the Estimates, so Estimates should not be taken as an indication of the actual selling price or value of Lots. Estimates are in the currency of the Sale.

Condition

In respect of most Lots, you may ask Bonhams for a Condition Report on the Lot’s general condition. If you do so, this will be provided unless the Seller does not accept any responsibility for errors which may occur in the use of the estimate.

5. BIDDING

You are invited to complete and deliver to us one of our Bidding Forms, either our Bidders Registration Form, Absentee Bidding Form or Telephone Bidding Form in order to bid at our Sales. If you have pre-registered to bid 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 non-resident, a signed certificate of incorporation or the relevant documentation with your name and registered address, government issued proof of your current address, documentary proof of your bankers details, and a passport. Your registration will expire thirty days after the Sale. 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 Buyer, 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 a Buyer and you are not your own Buyer or, if we consider that such would be unlawful or otherwise contrary to the Seller or Bonhams or be detrimental to Bonhams’ reputation.

Bidding in person

So you have pre-registered to bid or have updated your existing registration recently, you should come to our Bidders registration desk at the Sale venue and fill out a Registration and Bidding Form on (or if the telephone connection is interrupted during bidding. Please complete a Registration and Bidding Form, which is available from our offices or in the Catalogue. Please return it to the office 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 available from the Bidding Form carelessly 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. Any additional conditions are supplementary to the Sale. Should you be a successful Buyer 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 Bidders 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 were successful at a particular Lot or if you so request, the Auctioneer will draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or if you have finished bidding please return your identity to the Bidding form 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 return it to the office 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 available from the Registration and Bidding Form carelessly 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. Any additional conditions are supplementary to the Sale. Should you be a successful Buyer 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 Bidders 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 were successful at a particular Lot or if you so request, the Auctioneer will draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or if you have finished bidding please return your identity to the Bidding form registration desk.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and can be completed and sent to us at the address below in the Catalogue. Please return the completed form to us at least two working days before 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 it has to be received by us no later than the Bidding Form carelessly 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. Any additional conditions are supplementary to the Sale. Should you be a successful Buyer 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 Bidders 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 were successful at a particular Lot or if you so request, the Auctioneer will draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or if you have finished bidding please return your identity to the Bidding form registration desk.

Bidding via the internet

Please visit and register at our website 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 of our 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

Bidders acting on behalf of another person (your principal) you may instruct the pre-registration requirements set out above on your 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 due diligence requirements concerning your verification of your 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, 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 agent 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.


On the fall of the gavel, the contract for sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Catalogue set out in Appendix 1 at the back of the Catalogue. You agree 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 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 this 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 €1,000, plus
25% of the Hammer Price on €1,000 to €4,500, plus
20% of the Hammer Price from €4,501 to €15,000, plus
14.5% of the Hammer Price above €15,000.

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 II below for details.

On certain Lots, which will be marked “AW” 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 Arts Rights 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 €100 of the currency of the Sale, using the European Central Bank Reference rate prevailing on the date of the Sale.

Hammer Price Percentage amount
From €1 to €5,000 1%
From €5,001 to €50,000 4%
From €50,001 to €100,000 6%
From €100,001 to €500,000 10%
From €500,001 to €5,000,000 15%
Exceeding €5,000,000 25%

It may be advisable to notify your debt or credit card provider of your intended purchase in advance in case of any delays caused by having to seek authorisation 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 right to require 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 received and 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 Monday to Friday 09.00-17.00. 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 Albin Shipping on +44 (0) 1852 493 093 enquires@albinsbooking.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchase or licence 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) 7973 5118. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and restrictions. The Buyer is responsible to you in contract or tort (whether direct, collateral, contributory or vicarious liability, or otherwise) for the accuracy or otherwise of the information relating to the nationality (whether for the purposes of obtaining an export licence or an import licence) or elsewhere contained in the Catalogue. Such information may not be authentic or of satisfactory quality; the Catalogue illustration may not reflect an accurate reproduction of the colour(s) or design(s) of the Lot.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol * are subject to CITES and therefore it is your responsibility when importing these Lots into the EU. These regulations may be found at http://www.dft.gov.uk/ahfs/aah/imports/exports/ceats/biornotes.html.

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 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; the Buyer, his personal representative, and any other Person acting at the Buyer’s request or with the Buyer’s consent, or for indirect losses or consequential damages of any kind, irrespective of any negligence, in respect of the Buyer or any other Person carrying out on behalf of the Buyer or arranged by or on behalf of the Buyer or the Seller’s or our employees, agents, or representatives. We reserve the right to vary the terms of payment at any time.

15. THE SELLERS AND/OR BONHAMS’ LIABILITY

16. CLOCKS AND WATCHES

All Lots are sold “as is”, and absence of any references to the condition of a clock or watch does not imply that the Lot is in good

NTB/MAN/V1/11.2020
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 to test or 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 Unproofability” indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Refusal is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts only will be made available for viewing and measurements only. Images will not be available for firearms that are deemed unsuitable for testing.

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 original firearm and its documentation before proof testing.

Guns for Sale

Guns proved to be safe are offered for sale. Güns for Sale are marked ‘S1’ or ‘S2’ and are further identified by black or blue labels. Guns for Sale must be bought and paid for at the Sale, and any prospective Bidders should contact the Sporting Gun Department at least 24 hours before the Sale.

Estimated Weights

If a gun’s weight appears within the description of the firearm in the Catalogue, the weight has been unmounted and weighed by Bonhams. If the weight of the stock is stated to be approbated, it does not appear within the description of the firearm in the Catalogue. The stock is not unmounted and weighed and the stated weight of the firearm is 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 pewter, in Bonhams’ opinion, but using stones or design conceded not by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

“Bill Brand” – a piece of work by the artist.

“Attributed to Bill Brand”: 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 work of 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 data given is that of the image (negative). Where no further data are given, all of the following remains in the Catalogue: 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.

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 this paragraph:

“Jaccop Bazzano”: 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 Bazzano”: in our opinion probably a work by the artist but less certainty to authorship is expressed than in the preceding category;

“Studio/Workshop of Jacopo Bazzano”: 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 Bazzano”: in our opinion a work by a hand closely associated with the named artist but not necessarily his pupil;

“Follow of Jacopo Bazzano”: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil;

“Mariner’s Bazzano”: in our opinion a work in the style of the artist and of a later date;

“After Jacopo Bazzano”: in our opinion, a copy of a known work of Jacopo Bazzano;

“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;

“Attributed to Jacopo Bazzano”:

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our Catalogues we attempt to detail, as far as practicable and to the best of our knowledge, all defects and restoration to each lot. 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 repaired, in our Catalogues reference is made to visible chips and cracks. The mention is made of repolishing, sweats or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

24. WINE

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

EXAMINATION OF 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 every day drinking wines and will be arranged by appointment. 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 (bs) or up to 5cm
Over 30 years old – high shoulder (bs) 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 payment thereon. We will not accept responsibility for any loss resulting from failure of cork either before or after this point.

Options to Buy parelable

A parcel is a lot 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 or reject the whole 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 “D”. 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.

Bidders are advised that 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. Bidders 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.

Bottles Details and Terms

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

CL bare bottle
DB – Domaine bottled
EB – Estate bottled
BD – Bordeaux bottled
BE – Belgian bottled
BF – French bottled
GB – German bottled
CB – Chinese bottled
UK – United Kingdom bottled
WO – 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 Hotel, New Bond Street 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.

A Wines lying in Bond.

D An Additional Premium will be payable to the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
Q The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on the
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. 

* For a full statement 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 at bonhams.com or request a copy post from Customer Services Department, 101 New Bond Street, London, W1S 3SR or by email from info@bonhams.com

APPENDIX 1

BUYERS SALES 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 and/or by notice at the Sale venue and/or on Bonhams’ website, and/or by oral announcements before and during the Sale at the venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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

1 THE CONTRACT

1.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders in 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.

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 as Bonhams’ representative, and as such the Buyer is not a party to the Contract for Sale, and the Seller is not liable for any act or omission by the Buyer or on behalf of the Buyer.

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 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.

1.5 The Seller reserves the right to reserve the Lot for the previous purchaser and to reoffer the Lot in full or in part at any time prior to or during the Sale.

1.6 The Seller reserves the right to reserve the Lot or any part thereof which has not become your property and, for that purpose, 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 it or by or on behalf of the Buyer in your name, in any name or by any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

1.7 to retain possession of any other property sold to you by the Seller at the Sale or any of your property in the private treaty at all times and until all sums due under the Contract for Sale shall have been paid in full in cleared funds;

1.8 to retain possession of the Lot, and on these seven days’ written notice to sell, without Reserve, any of your other property in the possession of the Seller and/or Bonhams (bailee for the Seller) for any purpose (including, without limitation, 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

1.9 so long as such monies remain in the possession of the Seller or Bonhams as its bailee, to resell the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or 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.

2 PAYMENT

2.1 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.

2.2 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 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 manner and at the time of the Contract for Sale 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 of payment stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay in full all sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

3 COLLECTION OF THE LOT

3.1 Unless otherwise agreed in writing with you by Bonhams, the Seller will have the right to remove the Lot from the premises of the Storage Contractor where it has been deposited or otherwise stored on your behalf and to sell it/their settings, and the stated weight is a statement of our opinion of the weight to which the jewel/stone/metal weighs.

3.2 If you are an absentee bidder, you are advised to note that guns are stripped only where there is a strong possibility of changes and ask in advance of bidding if there have been any.

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

4 RISK, PROPERTY AND TITLE

4.1 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 liable for any damage or loss caused to the Lot beyond 7 days from the day of the fall of the Auctioneer’s hammer in respect of the Lot.

4.2 Title to the Lot remains in and is released 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 in cleared funds to Bonhams or the Storage Contractor, as the case may be, 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.

4.3 Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams.

4.4 Unless agreed in writing 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 manner and at the time of the Contract for Sale 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 of payment stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay in full all sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

5 DESCRIPTION

5.1 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 description or condition of the Lot set out in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue.

6 APPENDICES

6.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders in the Contract for Sale of the Lot by the Seller to the Buyer.

6.2 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.

6.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams as Bonhams’ representative, and as such the Buyer is not a party to the Contract for Sale, and the Seller is not liable for any act or omission by the Buyer or on behalf of the Buyer.

6.4 The contract is made on the fall of the Auctioneer’s hammer in respect of the Lot when it is knocked down to you on the fall of the Auctioneer’s hammer in respect of the Lot.

6.5 Unless otherwise agreed in writing with you by Bonhams, the Seller will have the right to remove the Lot from the premises of the Storage Contractor where it has been deposited or otherwise stored on your behalf and to sell it/their settings, and the stated weight is a statement of our opinion of the weight to which the jewel/stone/metal weighs.

6.6 If you are an absentee bidder, you are advised to note that guns are stripped only where there is a strong
person's rights or remedies in respect of it) 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) consequential loss, 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 or renunciation of such right 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 or power it may have 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 it should perform such obligations, then 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 10.1.

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 tax number in the Catalogue (marked for the attention of the Company Secretary), and if to you the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing by you to the Seller, at its address or tax number in the Catalogue and/or by means of a process not generally accepted for use until after the expiry of the period referred to in paragraph 4.2. These fees form part of our Expenses. Unlimited unless otherwise specified, by 4.30pm on the second working day after the Sale.

3.10.4 If you have not collected the Lot by the date specified in the Notice to Bidders, or if no collection is specified, you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3.10.5 that you consent to

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the person whose personal details were received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions or course of conduct we deem reasonable and necessary to combat illegal, anti-terrorism financing.

4 COLLECTION OF THE LOT

4.1 Before any power of the Seller or us to refuse to release the Lot to you, once you have paid 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 offices.

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 collection is specified, by 4.30pm on the second working 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 terms and conditions 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 Purchase Price or carrier's office.

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 acceptable to the Seller and us and in such manner and at our discretion as we may determine from time to time. You hereby acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid in full the Purchase Price, any Expenses and all charges due under the Storage Contract.

4.5 You will be wholly responsible for packing, handling and transporting the Lot on collection and you indemnify us and the Storage Contractor against all import or export regulations in connection with the Lot.

4.6 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, or at our premises, 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 you can collect the Lot from the Storage Contractor).

5 STORING THE LOT

We agree to store the Lot until the earlier of the expiration of the Storage Contract or the 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). Nothing in this paragraph affects paragraphs 3.9 and 10, to be responsible as bailed 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.
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 any title to the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 (i) unless you have notified us in writing that you have a right to reject the Lot on the ground that it is or is not a Forgery, as the case may be, when 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 secondly to any other sums due to us.

7.3 If you pay us only part of the sums due to us such payment shall be applied first to the Purchase Price of the Lot (or the part thereof) which we 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 secondly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any sums received by us in respect of any of the Sale or the Buyer’s Premium paid by you in respect of the Lot.

8 CLAIMS BY OTHER PARTIES IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by, or in respect of, either you or other than the Seller (or that such a claim can reasonably expected to be made), we, at our absolute discretion, deal with the Lot in any manner which appears to us to recognize the legitimate interests of our clients 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 apply any monies paid by you to us for the Lot or any part thereof.

8.2 The discretion referred to in paragraph 8.1 shall

8.2.1 be exercised at all times during which we have actual or constructive possession of the Lot; and in any event within one year after the Sale, that the Lot is a Forgery; 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.

9.3.2 it can be established that the Lot is a Forgery only by means of a process acknowledged to be a leading expert in the relevant field;

9.3.3 it can be established that the Lot is a Forgery only by means of a process acknowledged to be a leading expert in the relevant field; or

9.3.4 it can be established that the Lot is a Forgery only in accordance with the process which was published or by means of a process which was unreasonable in the circumstances for us to have required to apply such processes.

10.1 We will not be liable whether in negligence, others, breach of contract or duty of trust or in any other respect, whether of which are available on request). If the Lot is agreed between us in accordance with the paragraphs of 7.1.1 and 7.1.5, we will either be held by us as agent on behalf of the Seller, in particular to pay the charges (and all costs of storage) due under any agreement and in respect of the Lot. We will account to you in respect of any balance we hold remaining from any sums received by us in respect of any sums due to us under the agreement; or in relation to the Lot.

10.2.1 handling the Lot if it was affected at the time of Sale to you by wear and tear or if any part thereof has been damaged as a result of it having been affected by wormwood; 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 pictorial glass frames, picture frames or picture 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 expected savings; or for any consequential or consequential losses or damage arising from the Lot to other persons or things caused by:

10.3.2 handling the Lot if it was affected at the time of Sale to you by wear and tear or if any part thereof has been damaged as a result of it having been affected by wormwood; or

10.3.3.2 that party will (unless notice of any change of address is given) 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, and irrespective of whether the said loss or damage is caused by breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

10.4 Nothing set out above will be construed as excluding or restricting whether or not 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 or the other parties involved.

11.1 These terms govern the contract between

11.1.2 perform the agreement and/or the remainder of the relevant term.

11.2.5 perform any other terms or the remainder of the relevant term.

11.2.9 perform any other terms or the remainder of the relevant term.

11.3.2 undertake a personal responsibility for such a non-conforming Lot and in accordance with the terms of this paragraph, if the original invoice was made out by us in respect of the Lot and that invoice has been paid; and

11.3.3 undertake a personal responsibility for such a non-conforming Lot and in accordance with the terms of this paragraph, if the original invoice was made out by us in respect of the Lot and that invoice has been paid; and

11.4.1 we undertake a personal responsibility for such a non-conforming Lot and in accordance with the terms of this paragraph, if the original invoice was made out by us in respect of the Lot and that invoice has been paid; and

11.4.2 we undertake a personal responsibility for such a non-conforming Lot and in accordance with the terms of this paragraph, if the original invoice was made out by us in respect of the Lot and that invoice has been paid; and

12 MISCELLANEOUS

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

12.1.2 Our rights and remedies under this agreement will not affect our rights thereafter 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 open to us in writing or by us in any other way, failure to perform any or all right under this agreement will not affect our ability subsequently to enforce any right arising under this agreement.

12.1.3 If either party to this agreement is prevented from performing their obligations under the contract by circumstances beyond their reasonable control (including without limitation governmental intervention, industrial action, ministerial order or decision, war, terrorism, terrorist activities, war, disease (including COVID19), natural disaster or if performance of its obligations would by reason of such circumstances be rendered impracticable or impossible, and any other reasons which is beyond the reasonable control of that party, that party will (unless notice of any change of address is given) 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, and irrespective of whether the said loss or damage is caused by breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

12.1.4 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’ address as set out in paragraph 3, and in any event within one year after the Sale, that the Lot is a Forgery.

12.2 Paragraph 9 does not apply if in respect of a Forgery:

12.3 Paragraph 9 does not apply if in respect of a Forgery:

12.3.2 that party will (unless notice of any change of address is given) 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, and irrespective of whether the said loss or damage is caused by breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

12.3.3.2 that party will (unless notice of any change of address is given) 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, and irrespective of whether the said loss or damage is caused by breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

12.4.1 We make no representation or warranty or otherwise disposes of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.

12.4.2 Paragraph 9 does not apply in any of the above if the Seller is a non-conforming Lot.

12.4.3.2 that party will (unless notice of any change of address is given) 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, and irrespective of whether the said loss or damage is caused by breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

12.4.4 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’ address as set out in paragraph 3, and in any event within one year after the Sale, that the Lot is a Forgery; and

12.5 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 9 will cease.

12.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

12.7 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 base lending rate of National Westminster PLC from time to time as calculated on a daily basis from the date upon which such monies become payable until the date of actual payment.

12.8 We you to in respect of any balance you hold remaining from any sums received by us in respect of any of the Sale or the Buyer’s Premium paid by you in respect of the Lot.

12.9 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.

12.9.1 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.
12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid then the unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

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

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

13.18 In this agreement “including” means “including, without limitation”.

13.19 References to the singular will include reference to the plural and vice versa and reference to any one gender will include reference to any other gender.

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

13.21 Save as expressly provided in paragraph 12.10 nothing in this agreement conflicts with the rights of any person 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.

13.22 Where this agreement is an immunity deed, 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, and each of them 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.

13.23 Governing Law. All matters 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 property is to pass, from any charge or other security

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases have the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning within or outside the context of this Catalogue.

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" calculated in accordance with the Notice to Bidders, to cover Bonhams' Expenses relating to the payment of royalties under the Artists Resale Rights Regulation 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price (c) anyone claiming through or under the seller or that third party; or

"Authorisation" entitlement 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.

"Bailor" a person to whom goods are entrusted.

"Bailment" an intention initiated by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, concept, period, age, provenance, source or composition, which at the date of the Sale, has been materially different from that in the catalogue.

"Bidders" includes all persons who have submitted a bid in the Notice to Bidders for the purchase of a Lot.

"Bill of Sale" means a single document of title between a Buyer and Seller containing all necessary terms for the Sale of a Lot.

"Bonhams" Bonhams 1793 Limited or its successors or assigns.

"Buyer" the person who is sold to a Seller.

"Buyer's Premium" the sum which comprises the Consignment Fee, our Absentee Bidding Form or our Telephone Bidding Form.

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

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

"Commission" mean the fees calculated 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, Catalogue, 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 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 Stamps Sale.

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

"Statement of Value" 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 an act or threatened act of terrorism, whether any action, act or omission which is or may be connected with, the public or any section of the public into fear.

"VAT" means a 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).
Registration and Bidding Form
(Attendee / Absentee / Online / Telephone Bidding)
Please circle your bidding method above.

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 may be 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.

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

For wine sales only
Please leave lots “available under bond” in bond Please include delivery charges (minimum charge of £20 + VAT)

By signing this form you agree that you have seen the catalogue and have read and understood our conditions of sale including buyer’s warranties and wish to be bound by them, and agree to pay the buyer’s premium, VAT and any other charges mentioned in the notice to bidders. This affects your legal rights.

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

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form. Please email or fax the completed Auction Registration form and requested information to: Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

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