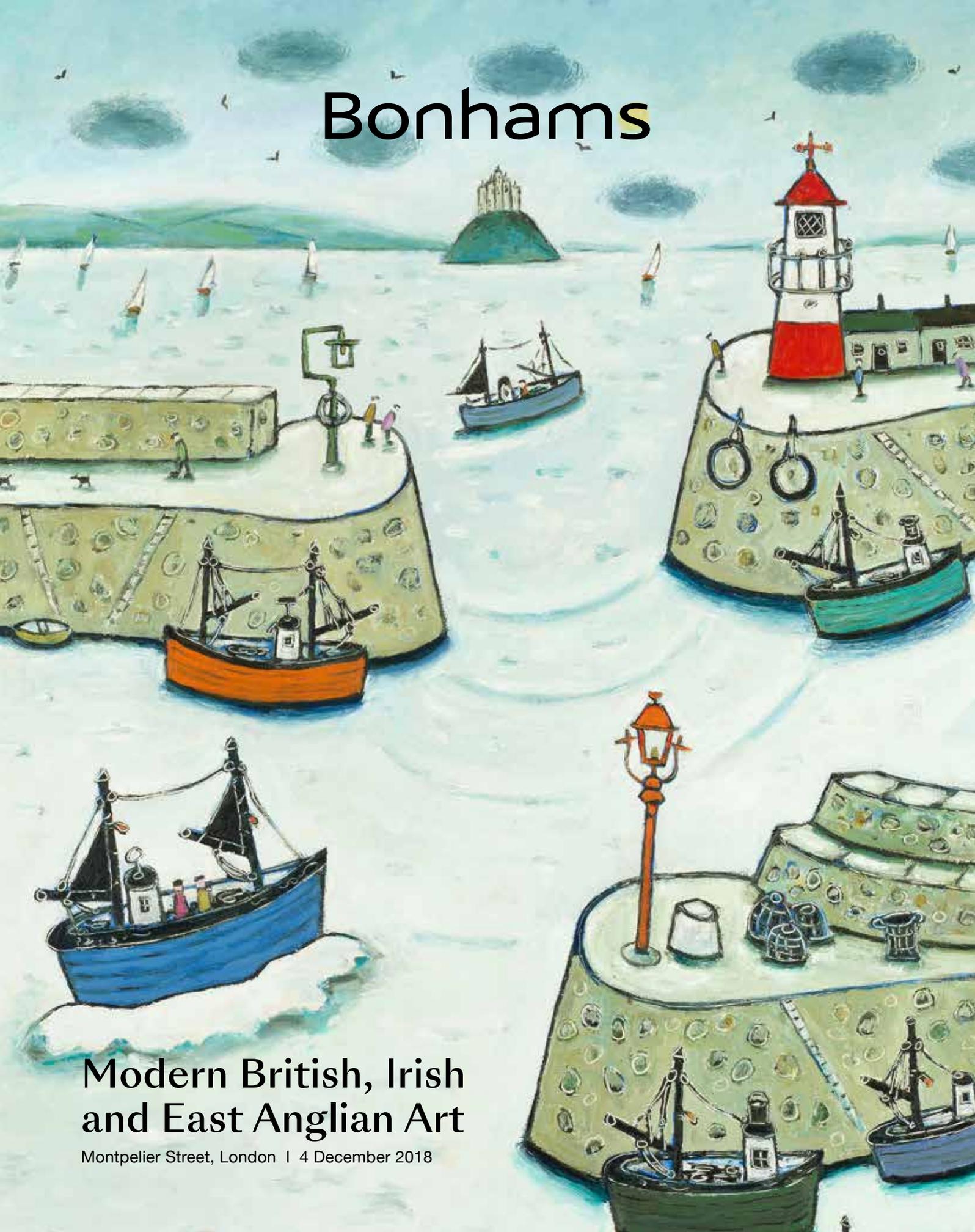


Bonhams



Modern British, Irish
and East Anglian Art

Montpelier Street, London | 4 December 2018



Modern British, Irish and East Anglian Art

Montpelier Street, London | Tuesday 4 December 2018 at 1pm

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Front Cover: Lot 173
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Inside Front Cover: Lot 197
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Frontispiece (Pg 3): Lot 1
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Please see back of catalogue for important notice to bidders

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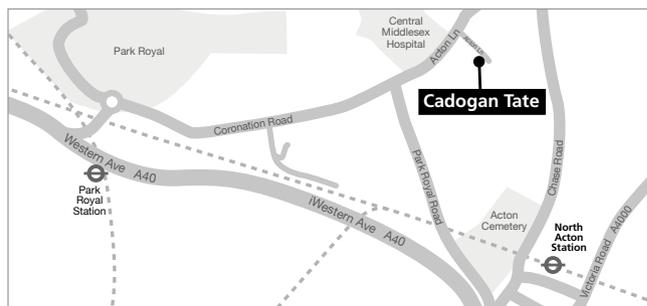
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BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked TP will be removed to Cadogan Tate 241 Acton Lane, London, NW10 7NP from Thursday 6 December 2018

All sold TP lots will be available for collection from Cadogan Tate from 12pm Friday 7 December 2018 and then every working day between 9am and 4.30pm

Collections are by appointment only & a booking email or phone call are required in advance to ensure lots are ready at time of collection, photographic id will be required at time of collection & if a third party is collecting written authorisation from the successful buyer is required in advance. Photographic id of the third party will be requested at the time of collection.

To arrange a collection time please send a booking email to: collections@cadogantate.com or telephone call to +44 (0)800 9886100 to ensure lots are ready at time of collection.

All other sold lots will remain in the collections department at Bonhams Knightsbridge for a period of not less than 14 calendar days from the sale date Tuesday 4 December 2018. Lots not collected by 5.30pm Monday 17 December 2018 will be returned to the department. Storage charges may apply.

Please note that Bonhams will be closed From 5.30pm Friday 21 December 2018 until 9am Wednesday 2 January 2019 for the Holiday Period.

STORAGE AND HANDLING CHARGES ON SOLD LOTS TRANSFERRED TO CADOGAN TATE

Storage

Storage will be free of charge for the first 14 calendar days from & including the sale date Tuesday 4 December 2018. Charges will apply from 9am Tuesday 18 December 2018

Storage Charges

Pictures & Small Objects: £3.03 per day + VAT
Furniture, Large Pictures & Large Objects: £6.05 per day + VAT
(Please note that charges apply Every day including weekend & public holidays)

Handling

After the first 14 calendar days following the sale, the following handling charges apply:
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Loss and Damage

Extended Liability cover for the value of the Hammer Price will be charged at 0.6% but will not exceed the total value of all other transfer and storage charges. (Note: Charges apply every day including weekends and Public Holidays).

VAT

The following symbols are used to denote that VAT is due on the hammer price and buyer's premium.

† VAT 20% on hammer price and buyer's premium

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Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

Payment

All charges due to Cadogan Tate must be paid by the time of collection from their warehouse.

Payment in Advance

(Telephone to ascertain amount due) by: cash, cheque with banker's card, credit, or debit card.

Payment at time of collection by:

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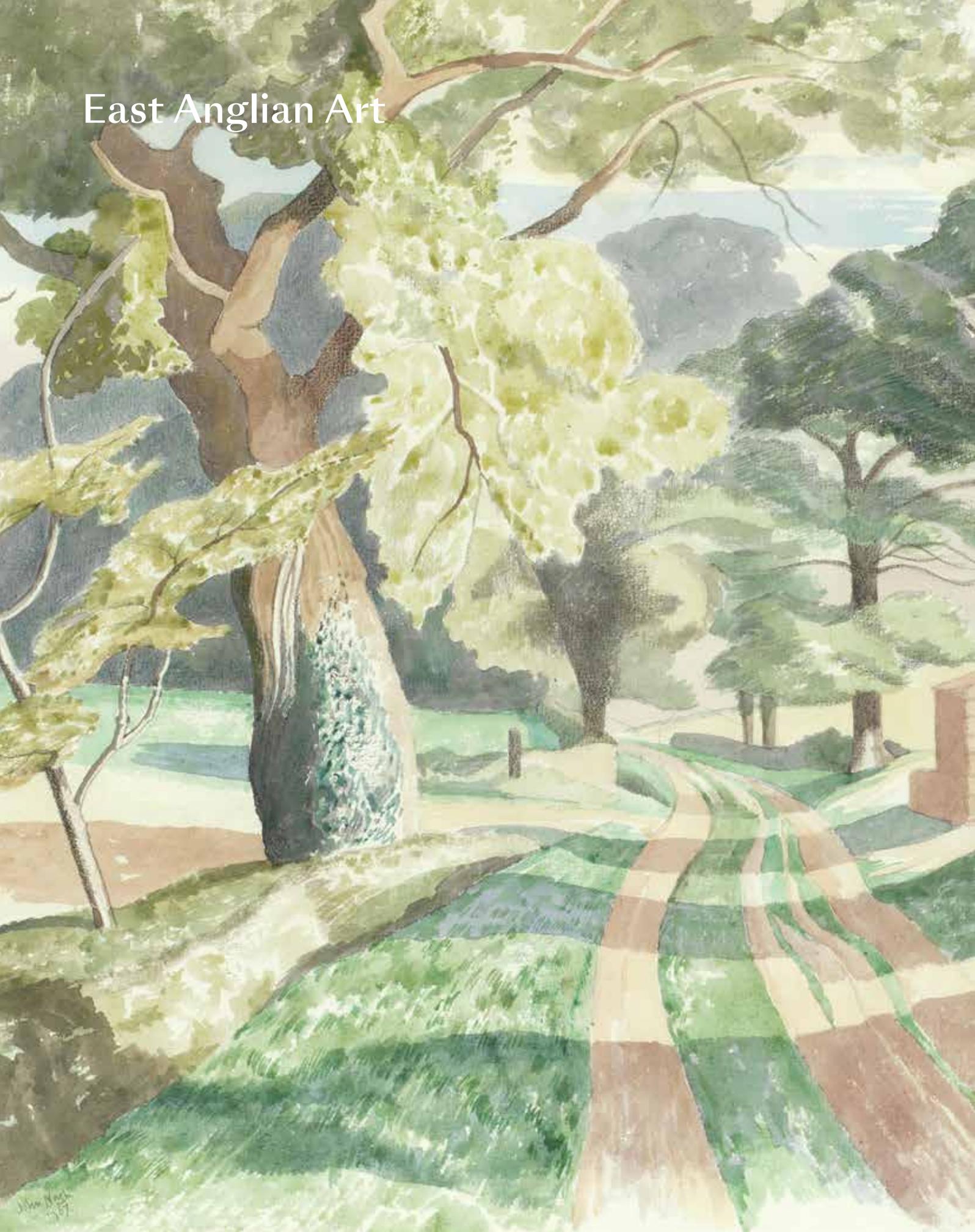
Please note that Cadogan Tate will be closed from 4.30pm Friday 21 December 2018 until 9am Thursday 27 December 2018.

Cadogan Tate will be open 9am – 4.30pm on both 27 December and 28 December 2018.

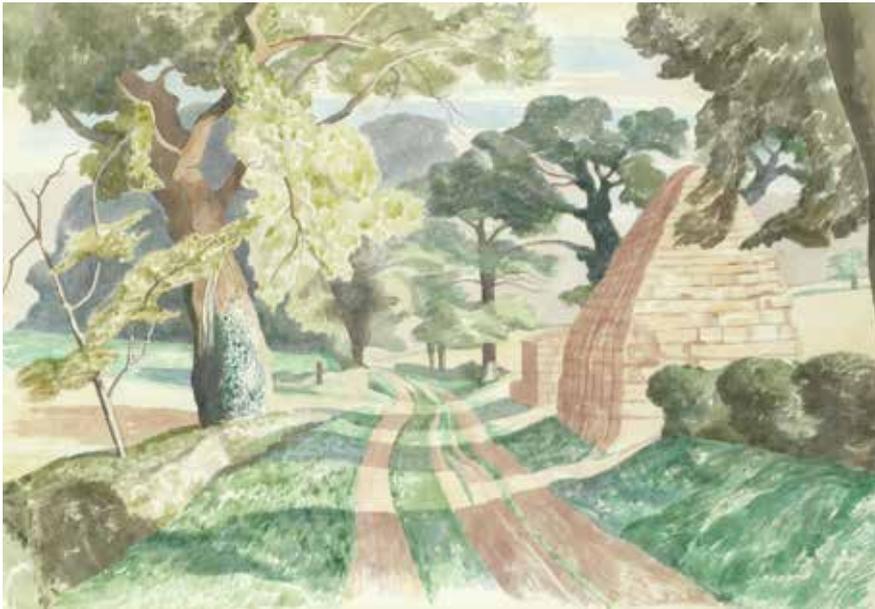
Cadogan Tate will be closed from 4.30pm 28 December 2018 until 9am Wednesday 2 January 2019 for the Holiday Period.

If buyers are planning to collect from Cadogan Tate on either 27 or 28 December 2018, they must arrange all clearances with Bonhams by Friday 21 December 2018.

East Anglian Art



John May
1917



1

1 AR

JOHN NORTHCOTE NASH R.A. (BRITISH, 1893-1977)

Llanmadoc, Gower
signed and dated 'John Nash/1967' (lower left)

watercolour, chalk and pencil
36.5 x 52cm (14 3/8 x 20 1/2in).

Please note that this lot is offered with copies of correspondence between the Artist and the family of the present owner relating to its purchase.

£4,000 - 6,000
€4,500 - 6,700
US\$5,100 - 7,700

Provenance

The Artist, from whom acquired by the family of the present owner in 1967, and thence by descent
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 29 April-30 July 1967, cat.no.123



2

2 AR

JOHN NORTHCOTE NASH R.A. (BRITISH, 1893-1977)

Broken Sluice Gate, Wormingford
signed 'John Nash' (lower right)

watercolour and pencil
44 x 58.5cm (17 5/16 x 23 1/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

With Thomas Agnew & Sons Ltd, London, where acquired by the family of the present owner, June 1967
Private Collection, U.K.

Exhibited

London, Thomas Agnew & Sons Ltd, 7-28 June 1967, cat.no.56



3



4

3 AR

JOHN NORTHCOTE NASH R.A. (BRITISH, 1893-1977)

Edge of a Pond
signed and dated 'John Nash//67' (lower left)
watercolour, crayon and pencil
33 x 49cm (13 x 19 5/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

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

4 AR

JOHN NORTHCOTE NASH R.A. (BRITISH, 1893-1977)

Parkland
signed and dated 'John Nash/1967' (lower left)
watercolour and pencil
28 x 55.5cm (11 x 21 7/8in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

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



5

5 AR

JOHN NORTHCOTE NASH R.A. (BRITISH, 1893-1977)

Pond with Figures
signed 'John Nash' (lower left), further indistinctly signed (lower right), and annotated with colour notes
pencil, ink and watercolour
37.5 x 54.5cm (14 3/4 x 21 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

6 AR

SIR ALFRED JAMES MUNNINGS, P.R.A., R.W.S. (BRITISH, 1878-1959)

Design for Cracker Box, The Curate's Egg
signed 'A. J. Munnings.' (lower left)
watercolour
24 x 22cm (9 7/16 x 8 11/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

J. Shaw Tomkins, Esq., Norwich
With Frost & Reed, London, 1957
Mrs L. Williamson, by whom gifted to the present owner
Private Collection, U.K.

Exhibited

Norwich, Norwich Castle Museum, *Loan collection of pictures illustrating the work of A. J. Munnings, R.A.*, 16 August-30 September 1928, cat.no.250



6



7

7 AR

J. ALFONSO TOFT (BRITISH, 1866-1964)

Ploughing in the Fens
signed and dated 'J. ALFONSO TOFT/1900'
(lower left)
oil on canvas
30.5 x 51cm (12 x 20 1/16in).

£600 - 800
€670 - 900
US\$770 - 1,000

Provenance

Sale; Bonhams & Brooks, Mundford, 14 June 2001, lot 97, where acquired by the present owner



8

8 AR

EDWARD SEAGO R.W.S., R.B.A. (BRITISH, 1910-1974)

Canal Scene, Delft
signed 'Edward Seago' (lower left)
watercolour and pen and ink
26.5 x 37cm (10 7/16 x 14 9/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,100 - 7,700

Provenance

With P. & D. Colnaghi & Co. Ltd, London



9 AR

TESSA NEWCOMB (BRITISH, BORN 1955)

Toadflax & Michelmas Daisies Above the Beach
 signed with initials and dated '97/TN' (lower right); further signed,
 titled and dated 'TOADFLAX & MICHELMAS DAISIES/ABOVE THE
 BEACH/Sept 15th 97/T. Newcomb' (on board verso)
 oil on board
 69 x 71.5cm (27 3/16 x 28 1/8in).

£800 - 1,200
 €900 - 1,300
 US\$1,000 - 1,500

Provenance

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

9

10 AR

GUY TAPLIN (BRITISH, BORN 1939)

Shorebird
 signed and titled 'SHOREBIRD/GUY TAPLIN' (on underside of bird)
 painted wood, metal and shell
 32.5cm (12 13/16in) high

£800 - 1,200
 €900 - 1,300
 US\$1,000 - 1,500



10



11

11 AR

GUY TAPLIN (BRITISH, BORN 1939)

Four Shorebirds
 signed and titled 'FOUR SHOREBIRDS/GUY TAPLIN' (on reverse of
 base)
 wood, metal, plastic and driftwood
 27cm (10 5/8in) high

£800 - 1,200
 €900 - 1,300
 US\$1,000 - 1,500

12 AR

PETER COKER R.A. (BRITISH, 1926-2004)

Overlooking the River Stour, Grey Afternoon
signed 'Peter Coker' (lower left); further
signed and titled 'OVERLOOKING THE
RIVER STOUR./Grey Afternoon/Peter Coker
(on the reverse of the backboard)
oil on paper
29 x 26.5cm (11 7/16 x 10 7/16in).
Painted in 1967

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With The Zwemmer Gallery, London where
acquired by
Ms Averil Myrna Williams, and thence by
descent to the present owner

Exhibited

London, The Zwemmer Gallery, *Peter Coker,
An Exhibition of Paintings and Drawings*, 4
October-3 November 1967, cat.no.45
Colchester, The Minories, *Peter Coker RA,
paintings, pastels, drawings, etchings*, 14
October-4 November 1972, cat.no.40; this
exhibition toured to Bath, Victoria Gallery,
2-30 December 1972; London, The Morley
Gallery, 10 January-3 February 1973, and
Sheffield, Mappin Art Gallery, 10 February-11
March 1973

Literature

David Wootton, with John Russell Taylor and
Richard Humphreys, *Peter Coker RA*, Chris
Beetles, London, 2002, cat.no.135



12



13

13 AR

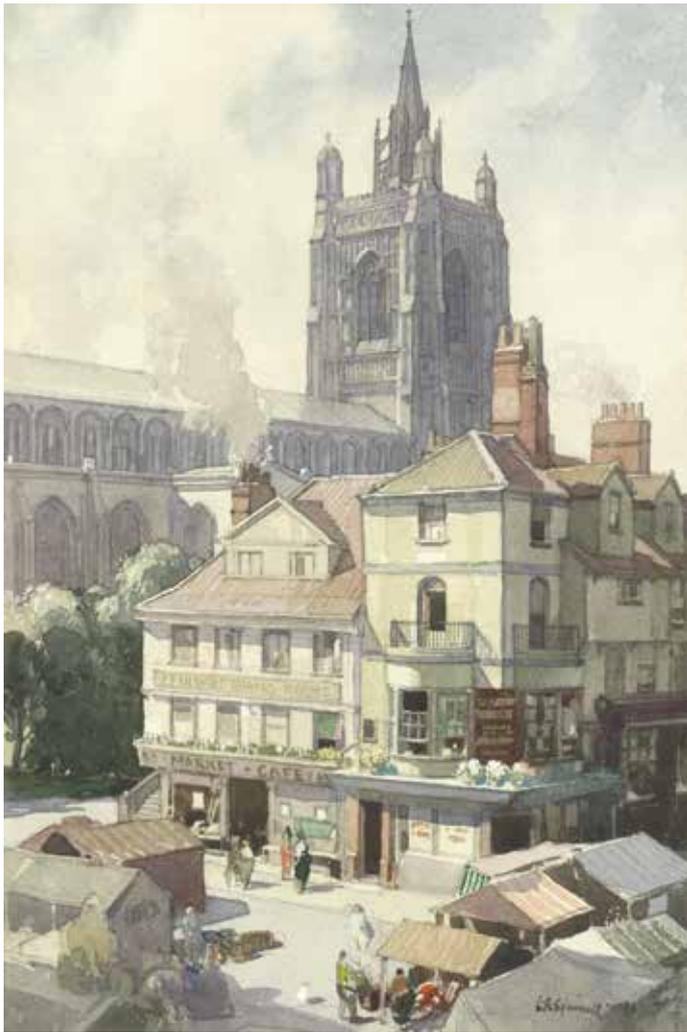
WILLIAM BROOKER (BRITISH, 1918-1983)

Canvey Island
signed and dated '-Brooker-'56' (lower right)
oil on canvas
44.5 x 60cm (17 1/2 x 23 5/8in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

R. Stephens, by whom gifted to the present
owner
Private Collection, U.K.



14

14 ^{AR}

**LEONARD RUSSELL SQUIRRELL R.W.S.,
R.I., R.E. (BRITISH, 1893-1979)**

A Corner of the Market-Place, Norwich
signed and dated 'L. R. Squirrell 1956' (lower
right); further signed, titled and inscribed with
Artist's address 'A CORNER of the MARKET-
PLACE,/NORWICH/Leonard Squirrell. RWS.
RE./46. Gabbe St. IPSWICH' (on Artist's label
attached to the backboard)
watercolour and pencil
34.5 x 23cm (13 9/16 x 9 1/16in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

15 ^{AR}

**LEONARD RUSSELL SQUIRRELL R.W.S.,
R.I., R.E. (BRITISH, 1893-1979)**

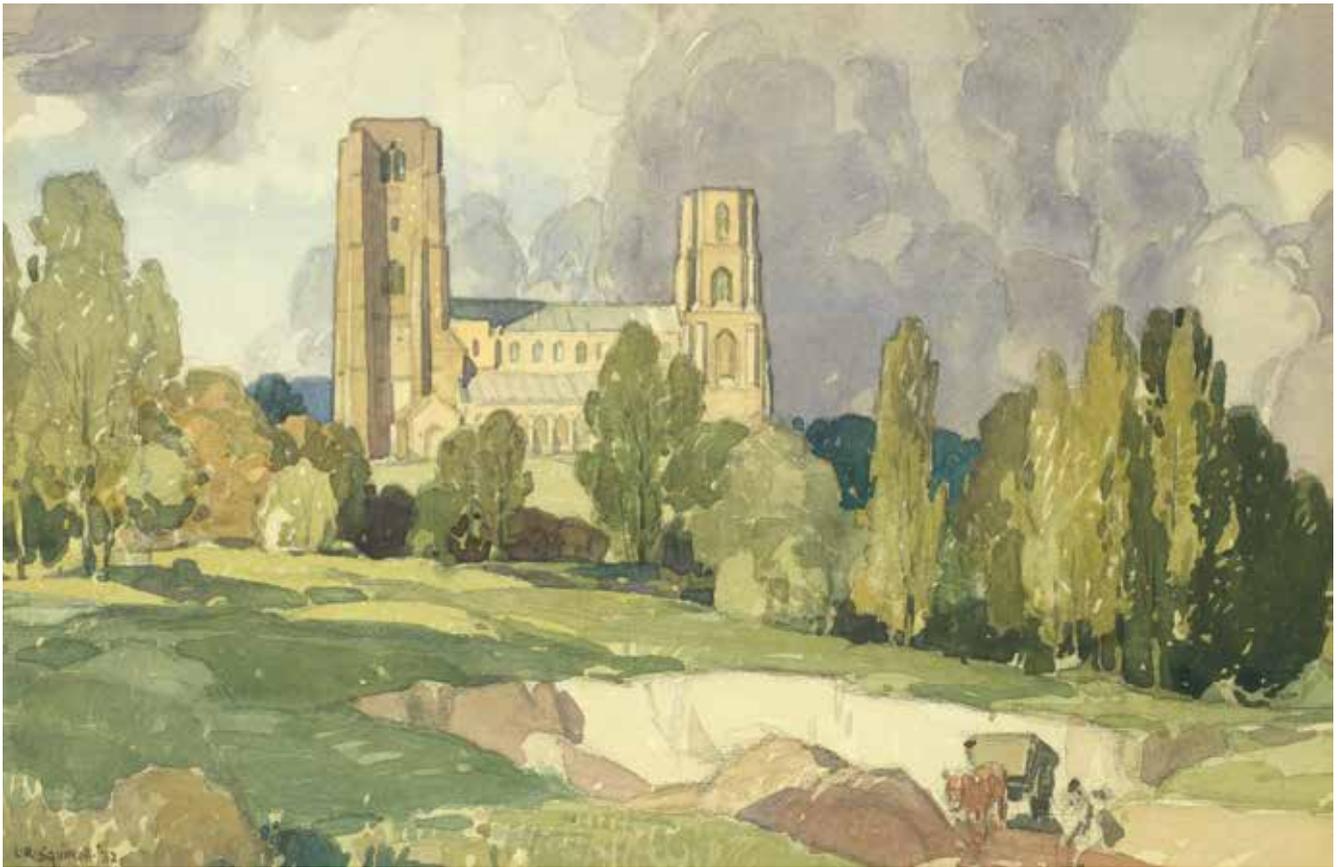
The Wharfe at Bolton Abbey
signed and dated 'L.R.Squirrell. 1936.' (lower
right); further signed and titled 'The Wharfe
at Bolton Abbey./Leonard Squirrell .A.R.W.S.
R.E.' (on label attached to the backboard)
watercolour and pencil
25 x 32.5cm (9 13/16 x 12 13/16in).

£700 - 900
€790 - 1,000
US\$890 - 1,100



15

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.



16

16 AR

**LEONARD RUSSELL SQUIRRELL R.W.S.,
R.I., R.E. (BRITISH, 1893-1979)**

The Abbey Church, Wymondham, Norfolk
signed and dated 'L. R. Squirrell.'32' (lower left)

watercolour and chalk
22.5 x 35cm (8 7/8 x 13 3/4in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

17 AR

**STUART SCOTT SOMERVILLE (BRITISH,
1908-1983)**

Still Life of Flowers
signed 'Stuart Somerville' (lower left)
oil on panel
46 x 56cm (18 1/8 x 22 1/16in).
together with a further oil painting, 'Still Life of
Roses', by the same hand (2)

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

With The Haste Gallery, Ipswich
Private Collection, U.K.



17 (one of two)

18^{AR}

MARY POTTER (BRITISH, 1900-1981)

East Wind

signed with initials 'MP' (lower right)

oil on canvas

91 x 106.5cm (35 13/16 x 41 15/16in).

Painted in 1964

Please note that this lot is offered with a letter from the Artist relating to the purchase of the painting, and a copy of the 1964 Whitechapel Gallery exhibition catalogue.

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

The Artist, from whom acquired directly by the family of the present owner in 1965, and thence by descent
Private Collection, U.K.

Exhibited

London, Whitechapel Gallery, *Mary Potter: Paintings 1938-1964*,
8 October-8 November 1964, cat.no.107

'In *East Wind* the figures, blown into arabesques are not only these particular figures blown in the wind at four o'clock one violent afternoon, but all figures blown by winds in a landscape.'

- Myfanwy Piper (*Mary Potter: Paintings 1938-1964*, (exh. cat.), London, Whitechapel Gallery, 1964)



18



19 AR

MAGGI HAMBLING (BRITISH, BORN 1945)

Nude in Interior
signed and dated 'HAMBLING/'97' (on
canvas verso)
oil on canvas
75.5 x 61cm (29 3/4 x 24in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

The Artist, from whom acquired directly by
the present owner
Private Collection, U.K.

20 AR

**KENNETH ROWNTREE A.R.W.S.
(BRITISH, 1915-1997)**

Table in a Dark Garden
signed, titled and dated 'Table in a dark
garden - 1976/Kenneth Rowntree' (on panel
verso)
oil and wood construction on panel
61 x 60.5cm (24 x 23 13/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Estate of the Artist, from whom acquired
by the present owner

19



20

21 AR

ROBERT SADLER (BRITISH, 1909-2001)

Composition in Grey and Black, no. 031
signed and dated 'Sadler/79' (lower right)
oil on board
75.5 x 101.5cm (29 3/4 x 39 15/16in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

The Estate of the Artist



21



22

22 AR

ROBERT SADLER (BRITISH, 1909-2001)

Composition With Crosses and Circles
signed 'Sadler' (lower right)
oil on board
77.5 x 104cm (30 1/2 x 40 15/16in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

The Estate of the Artist

23 AR

ROBERT SADLER (BRITISH, 1909-2001)

Winter I, 1957
oil on board
77.5 x 96.5cm (30 1/2 x 38in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

The Estate of the Artist

Exhibited

Aldeburgh, Festival Gallery, cat.no.8



23

Modern British and Irish Art



Garway



John Piper



24

24 AR

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

Portrait of a Woman
signed and dated 'Stanley Spencer/1929' (lower right)
conte crayon
19.5 x 17.5cm (7 11/16 x 6 7/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

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

25 AR

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

Portrait of a Man
pencil
30 x 20.5cm (11 13/16 x 8 1/16in).
Executed circa 1910

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Abbott & Holder, London, where acquired by the family of the
present owner, and thence by descent
Private Collection, U.K.



25



26

26 * AR

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

Mother and Child
signed 'John' (lower right)
pen and ink and watercolour
46.5 x 24cm (18 5/16 x 9 7/16in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

Sale; Doyle, New York, 12 July 2006, lot 1022, where acquired by
the present owner

27 AR

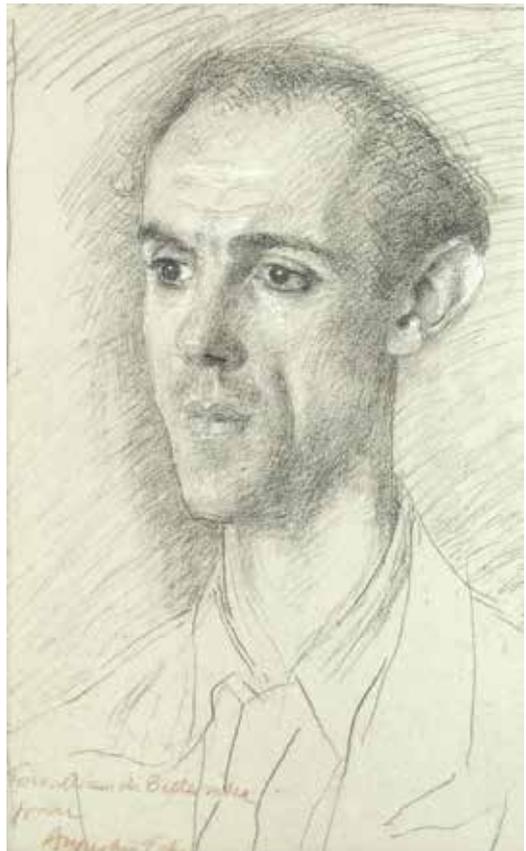
AUGUSTUS EDWIN JOHN O.M. (BRITISH, 1878-1961)

Portrait of Count William de Belleruche
signed and inscribed 'To William de Belleruche/from/Augustus John'
(lower left)
chalk
46 x 31cm (18 1/8 x 12 3/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

Gifted by the Artist to Count William de Belleruche
Gordon Anderson, and thence by descent



27



28 AR

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

Female Nude
signed 'John' (lower right)
pencil
50 x 32cm (19 11/16 x 12 5/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

With Leicester Galleries, London
Sale; Phillips, Bayswater, 6 March 2001, lot 150, where acquired by
the present owner
Private Collection, U.K.

28



29

29 AR

DUNCAN GRANT (BRITISH, 1885-1978)

Daphne
charcoal and watercolour
54.5 x 55cm (21 7/16 x 21 5/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

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

Apollo and Daphne was a favourite subject in Grant's decorative work, notably his Walton textile of that name which won a Medal of Merit at the Paris Exhibition in 1937.

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

30 AR

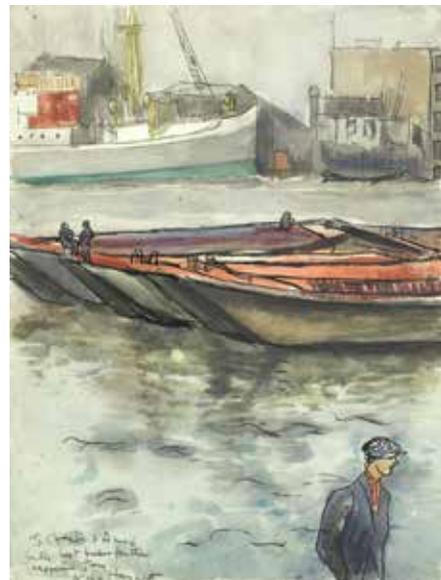
NINA HAMNETT (BRITISH, 1890-1956)

Docker at Wapping
signed and inscribed 'To Charlie & Annie/With best wishes for their/happiness from/Nina Hamnett' (lower left)
watercolour and pen and ink
31.5 x 24cm (12 3/8 x 9 7/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by the family of the present owner, and thence by descent
Private Collection, U.K.



30



31 (one of two)

31 AR

NINA HAMNETT (BRITISH, 1890-1956)

Piccadilly Flower Seller
signed and dated 'Hamnett/1930' (lower right)
watercolour, gouache and pen and ink
31 x 22.5cm (12 3/16 x 8 7/8in).
together with a further watercolour painting of a fisherman by the same hand (2)

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by the family of the present owner, and thence by descent
Private Collection, U.K.

32 AR

DUNCAN GRANT (BRITISH, 1885-1978)

Wrestlers

signed and dated 'D Grant /65' (lower right)
charcoal, watercolour and gouache
45 x 31.5cm (17 11/16 x 12 3/8in).

Please note this lot is offered with copies of letters from the Artist to Brian Vale.

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,400

Provenance

The Artist, from whom acquired directly by Brian Vale, and thence by descent Private Collection, U.K.

Brian Vale (1930-2008) was born in Southsea, Portsmouth but aged 13 moved with his family to live in Bradford, where he attended Bradford Grammar School followed by Bradford College of Art. After National Service, he worked as a commercial artist for the Leeds Printers, Petty. For the next 30 years he worked as a commercial artist for The Telegraph and The Argus in Bradford and became the newspaper's art critic and writer in the 1950s and 60s. He wrote and became friends with many major artists from whom he either purchased or was given works of art.

33 AR

QUENTIN BELL (BRITISH, 1910-1996)

Still Life with Apples and Wine on a Table
signed and dated 'Quentin Bell 1942.' (upper left)
oil on canvas
101 x 84cm (39 3/4 x 33 1/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

The Artist, by whom gifted to Yvonne Kapp, and thence by descent to the present owner Private Collection, U.K.

Exhibited

Charleston, The Charleston Trust, *Quentin Bell: A Man of Many Arts*, 1999

Quentin Bell, the younger son of Vanessa and Clive Bell, was born in 1910 into the very heart of the artistic Bloomsbury circle, growing up between London and Charleston. He was both an artist - his *oeuvre* encompasses painting, sculpture and pottery - as well as an author and art critic, and was Professor of Fine Art at the University of Leeds, Slade Professor of Fine Art at Oxford, and Professor of the History of Theory of Art at Sussex. The previous owner, Yvonne Kapp, had a long-running relationship and subsequent friendship with the Artist.



32



33



34

34

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Gorilla

numbered '4/7' and stamped with foundry stamp (lower right)
bronze with a black patina

51.5cm (20 1/4in) long

Conceived in 1912, the present work is number 4 from the edition of 7 cast before 1973 by Morris Singer Foundry, of a number of known casts

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900

Provenance

Sale; Christie's, London, 9 March 1984, lot 86, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.

Exhibited

London, Leicester Galleries, Memorial Exhibition, May-June 1918, cat.no.33 (plaster version)

London, Zwemmer Gallery, Drawings and Sculpture by Some Contemporary Sculptors, 1930, cat.no.47 (as Chimpanzee, plaster version)

London, Zwemmer Gallery, Christmas Exhibition, 1938-9, cat.no.1 (another cast)

Leeds, Temple Newsam, Roy de Maistre, Henri Gaudier-Brzeska, 1943, cat.no.58 (another cast)

Literature

Horace Brodzky, Henri Gaudier-Brzeska, 1891-1915, Faber & Faber Ltd, London, 1933, (ill. opp.p.117, plaster version)

Mervyn Levy, Henri Gaudier-Brzeska: Drawings and Sculpture, New York, 1965, no.69, p.29 (another cast)

Roger Cole, Burning to Speak: The Life and Art of Henri Gaudier-Brzeska, Phaidon, Oxford, 1978, cat.no.16, (ill. p.63, another cast)

Evelyn Silber, Gaudier-Brzeska, Life and Art, Thames and Hudson, London, 1996, cat.no.28, (ill.b&w pl.27, another cast)

We are grateful to Dr Roger Cole, whose forthcoming publication *No Stone Unturned: The Life and Work of Henri Gaudier-Brzeska* will be published in early 2019 with a newly revised catalogue raisonné, for his assistance in cataloguing this lot and lots 35-39.

Gaudier-Brzeska made a number of visits to London Zoo in 1912, facilitated by a gift from Lovat Fraser of a book of entry passes to the zoo, which were given as a mark of friendship and in return for his help in the decoration of his studio. These trips inspired numerous studies in pen and crayon of the animals, which then served as the basis for sculptures such as the present work.

35

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Religious Head

inscribed 'Z M/v/P K' (on the reverse)

bronze with a dark brown patina

12.5cm (4 15/16in) high

Conceived in 1912 and cast in 1965, the present work is from the edition of 12

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900

Provenance

Acquired by the family of the present owner circa the 1980s, and thence by descent
Private Collection, U.K.

Exhibited

Orléans, Musée des Beaux Arts, *Henri Gaudier, sculpteur orléanais*, 17 March-22 April 1956, cat.no.3 (another cast)

Literature

H. S. Ede, *A Life of Gaudier-Brzeska*, William Heinemann Ltd, London, 1930, p.205 (another cast)

Roger Cole, *Burning to Speak: The Life and Art of Henri Gaudier-Brzeska*, Phaidon, Oxford, 1978, cat.no.23, (ill. p.72, another cast)

Evelyn Silber, *Gaudier-Brzeska, Life and Art*, Thames and Hudson, London, 1996, cat.no.20, (ill.b&w pl.16, another cast)

The initials inscribed on the reverse are thought to refer to the short-lived but intense friendship between Gaudier (P[i]k) and Sophie (Z[osienka]) with Middleton Murry (M) and Katherine Mansfield (K), which flourished over the summer of 1912 but came to an end in September of the same year.



35

36

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Doorknocker

bell metal

18cm (7 1/16in) high

Conceived in 1914 and cast circa 1965, the present work is from the edition of 12

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900

Provenance

Sale; Christie's, London, 9 March 1984, lot 84, where acquired by the family of the present owner, and thence by descent
Private Collection, U.K.

Exhibited

London, Holland Park Hall, *Allied Artists Association*, 12 June-7 July 1914, cat.no.1288 or 1349 (another cast)

Literature

The Egoist, 15 June 1914 (another cast)

Ezra Pound, *Gaudier-Brzeska. A Memoir*, London and New York, 1916, p.129 (another cast)

Horace Brodsky, *Henri Gaudier-Brzeska, 1891-1915*, Faber & Faber Ltd, London, 1933, p.90 (another cast)

Roger Cole, *Burning to Speak: The Life and Art of Henri Gaudier-Brzeska*, Phaidon, Oxford, 1978, cat.no.62, (ill. p.116, another cast)

Jeremy Lewison (ed.), *Henri Gaudier-Brzeska, Sculptor 1891-1915*, Cambridge, 1983, no.97 (another cast)

Evelyn Silber, *Gaudier-Brzeska, Life and Art*, Thames and Hudson, London, 1996, cat.no.81, (ill.b&w pl.128, another cast)



36



37

37

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

A Cyclist
signed 'H Gaudier Brzeska' (lower left)
crayon
24.5 x 20cm (9 5/8 x 7 7/8in).

£1,800 - 2,500
€2,000 - 2,800
US\$2,300 - 3,200

Provenance

With The Tib Lane Gallery, Manchester, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.

38

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Man in a Top Hat
signed 'H Gaudier Brzeska' (lower left)
crayon
24.5 x 18.5cm (9 5/8 x 7 5/16in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

Provenance

With The Tib Lane Gallery, Manchester, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.



38

39

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Study of a Bearded Man in Profile
chalk and watercolour
26 x 20cm (10 1/4 x 7 7/8in).

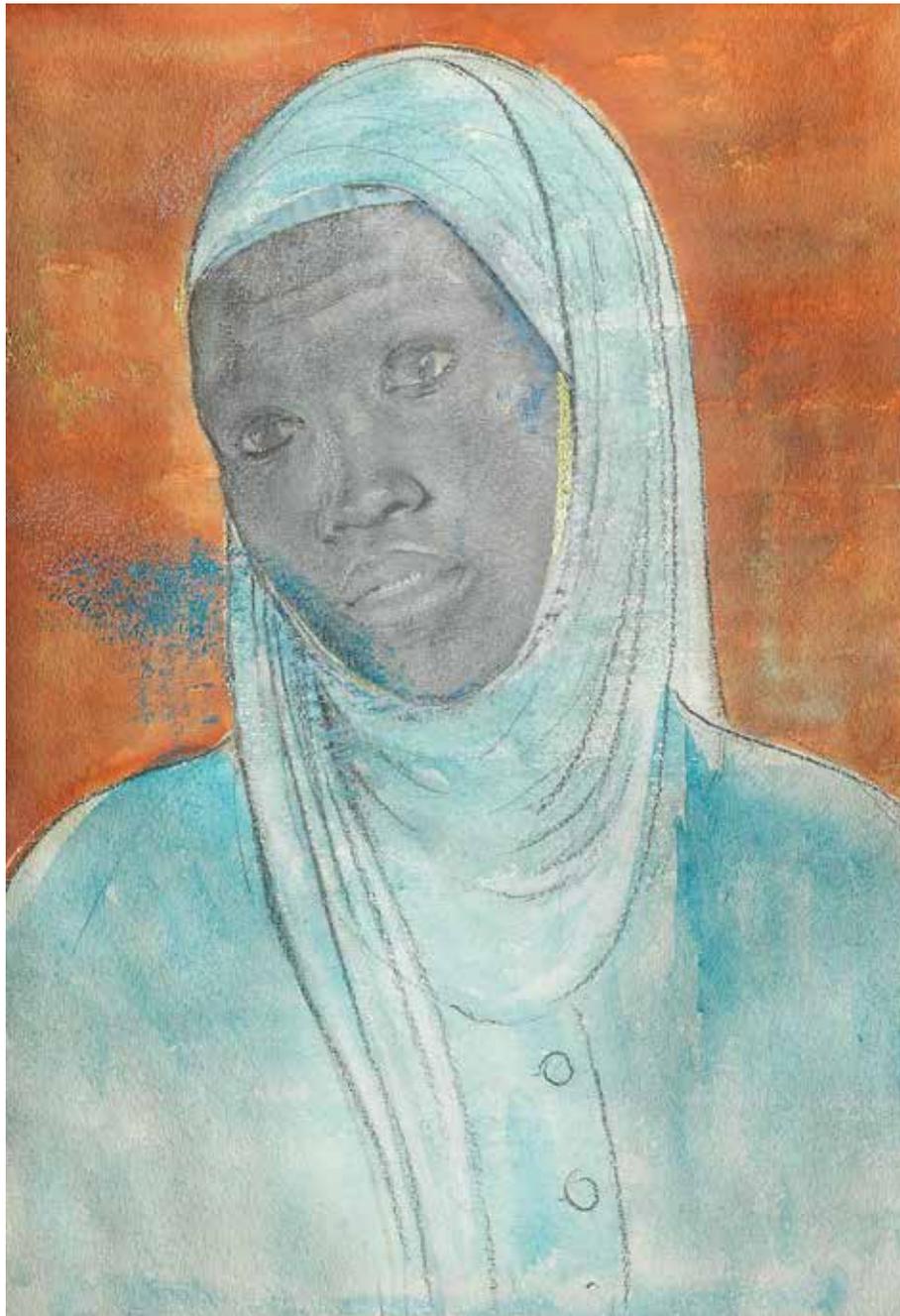
£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With The Tib Lane Gallery, Manchester, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.



39



40

40

GLYN WARREN PHILPOT R.A. (BRITISH, 1884-1937)

Woman's Head
pencil and watercolour
36 x 21.5cm (14 3/16 x 8 7/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,100 - 7,700

Provenance

With The Redfern Gallery, London, 1937, where acquired by the family of the present owner, and thence by descent Private Collection, U.K.

Exhibited

London, The Redfern Gallery, *An Exhibition of Figure-Pieces, Portraits, Landscapes, & Flower-Pieces in Oil & Watercolour by Glyn Philpot*, 4-27 November 1937, cat.no.43 (as *Negro Ikon*)
Warsaw, Instytut Propagandy Sztuki, British Council, *Contemporary British Art*, 28 January-16 February 1939, cat.no.52; this exhibition travelled to Helsinki, Konsthall, 11-26 March 1939 and Stockholm, Liljevalchs Konsthall, 1 April-31 May 1939

Please note that there is a study by the same hand of a lily pond verso.

*'Sick and wan
The brothers' faces in the ford did seem,
Lorenzo's flush with love. They pass'd the water
Into a forest quiet for the slaughter.*

*There was Lorenzo slain and buried in,
There in that forest did his great love cease'*

- John Keats, *Isabella; or, The Pot of Basil*

41

ISAAC ROSENBERG (BRITISH, 1890-1918)

The Murder of Lorenzo
oil on board
30.5 x 25cm (12 x 9 13/16in).
(unframed)
Painted in 1912

£7,000 - 10,000

€7,900 - 11,000

US\$8,900 - 13,000

Provenance

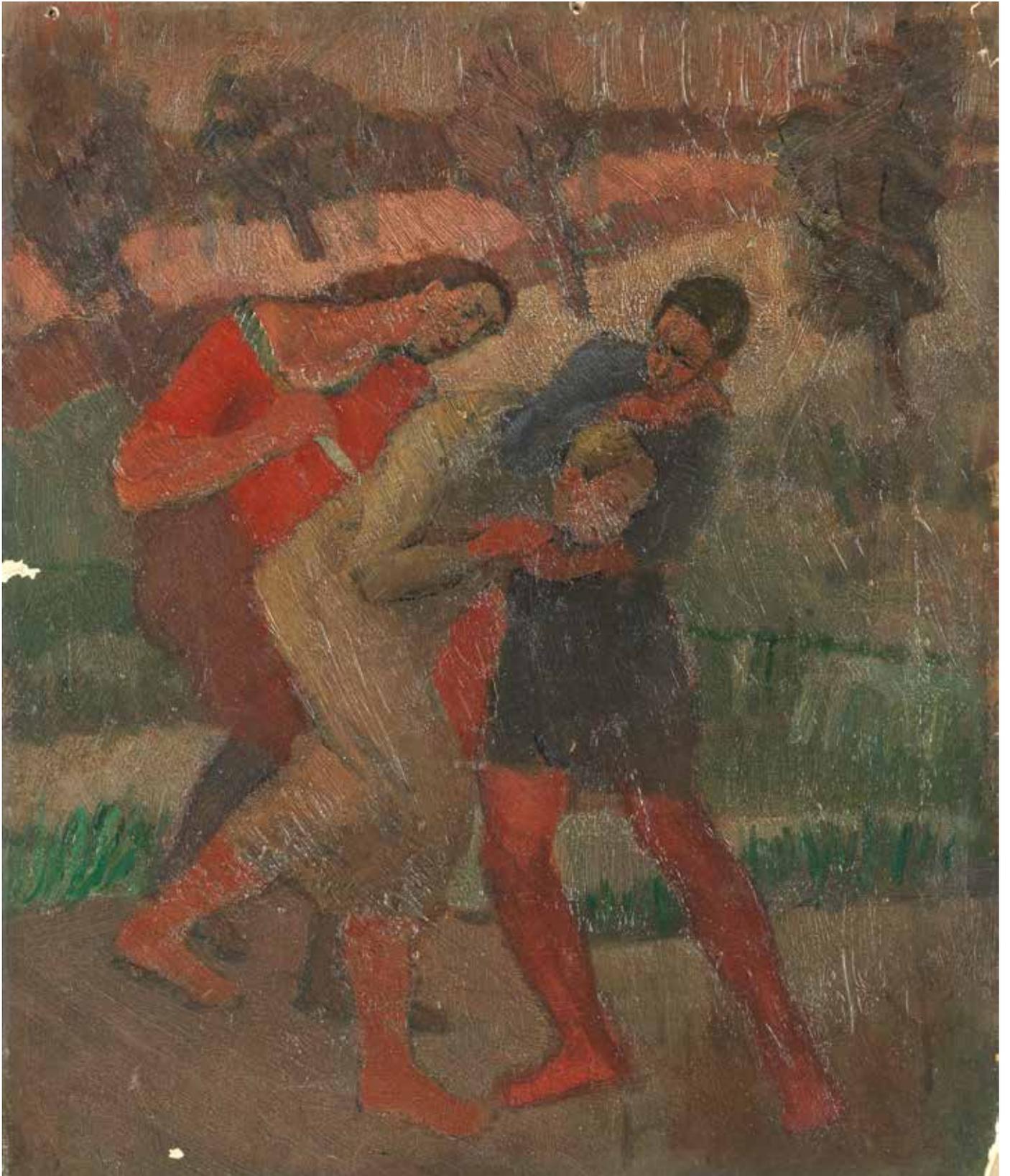
Mrs Robert Solomon, by 1951
Ben Uri Art Society, London, by 1975
Private Collection, U.K.

Exhibited

London, Whitechapel Art Gallery, *Summer Exhibition, Twentieth Century Art - A Review of Modern Movements*, 8 May-20 June 1914, cat.no.273
London, Whitechapel Art Gallery, *Isaac Rosenberg, Memorial Exhibition of Paintings & Drawings*, 22 June-17 July 1937, cat.no.5
London, Ben Uri Art Gallery, *Festival of Britain; Anglo-Jewish Exhibition 1851-1951*, 9 July-3 August 1951, cat.no.68
Leeds, Brotherton Gallery, *Isaac Rosenberg*, May-June 1959, cat. no.19
London, The National Book League, *Isaac Rosenberg, 1890-1918: A Poet & Painter of the First World War*, 19 August-5 September 1975, cat.no.48 (ill.b&w pl.9)
London, Campbell & Franks (Fine Arts) Ltd, *Art From The East End 1900-1976*, 6-29 May 1976, cat.no.70

Literature

Joseph Cohen, *Journey to the Trenches, The Life of Isaac Rosenberg 1890-1918*, Robson Books, London, 1975, p.103
Ian Parsons (ed.), *The Collected Works of Isaac Rosenberg*, Chatto and Windus, London, 1984, (col.ill. pl.IX)
Jean Moorcroft Wilson, *Isaac Rosenberg, The Making of a Great War Poet, A New Life*, Weidenfeld & Nicholson, London, 2007, cat.no.37, pp.148, 225, 447 (col.ill)





Isaac Rosenberg in army uniform. Photographer unknown.

In 1911, Isaac Rosenberg won a place and sponsorship to study at the Slade School of Fine Art, and joined the school at an extraordinary time in its history. Born to Jewish immigrant parents, originally from Russia, the Rosenberg family moved from Bristol to Stepney in East London in 1897. He showed artistic promise from a young age, attending art lessons at various schools in the city. Rosenberg then met Lily Delissa Joseph in a chance encounter at the National Gallery, who arranged alongside two friends to sponsor his study at the Slade. Here, Rosenberg joined a group of incredibly talented young contemporaries, including Mark Gertler, Stanley Spencer, David Bomberg, C.R.W. Nevinson, William Roberts, Dora Carrington and Paul Nash. Henry Tonks, then Professor of drawing at the Slade, would describe this group as responsible for the school's 'second and last crisis of brilliance'; the first being the period between 1893-1901 when the young and gifted students had numbered among them Harold Gilman, Spencer Gore, Gwen and Augustus John, Percy Wyndham Lewis and William Orpen.

Both *The Murder of Lorenzo* and *London Park* (lot 42) were painted during Rosenberg's time at the Slade. *The Murder of Lorenzo* is of special significance in demonstrating the young Artist's interest and engagement in both poetry and the arts. Signing up to fight in the First World War, he served between 1915 and 1918, and died at the battle of Arras on 1 April 1918. His poems, such as *Break Of Day In The Trenches*, *Dead Man's Dump* and *Returning, We Hear The Larks*, are today considered to be some of the finest war poetry which emerged from the conflict.

The present work takes inspiration from John Keats' poem *Isabella; or, The Pot of Basil* of 1818. Extremely well-versed in the work of the Romantic poets, Keats was to prove a major influence in both a literary and artistic sense; Joseph Cohen remarks that 'Rosenberg devoured Keats', whilst also reading avidly the work of Byron and, to a lesser extent, Shelley (Joseph Cohen, *Journey to the Trenches: The Life of Isaac Rosenberg 1890-1918*, Robson Books, London, 1992, p.30). The poem, which is adapted from a story in Giovanni Boccaccio's *Decameron*, tells the tale of a young woman whose family hope for her to marry 'some high noble and his olive trees', but who falls for unsuitable Lorenzo, an employee of one of her brothers. On learning of this, the brothers murder their sister's suitor, and bury his body. Lorenzo's ghost informs Isabella of his murder; she then exhumes the body, burying the head in a pot of basil which she tends obsessively, whilst mourning her loss.

The present work is therefore a rare example showing the two passions of the young Artist, painting and poetry, intertwining at a formative moment in his life. It displays an increasing confidence and fluidity, the figures rendered with a convincing dynamism. It hints at the promise of what might have been realised in a man so full of passion and brilliance, a talent forged in the environment of that exceptional class at the Slade, only to be extinguished by the First World War.

'I don't think I knew what real poetry was till I read Keats'

- Isaac Rosenberg (undated letter to Winifred Seaton, Vivien Noakes (ed.), *Isaac Rosenberg*, Oxford University Press, Oxford, 2008, p.229)



42

42

ISAAC ROSENBERG (BRITISH, 1890-1918)

London Park
oil on board
22 x 28cm (8 11/16 x 11in).
(unframed)
Painted in 1911

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

Mrs Robert Solomon, by 1951
Ben Uri Art Society, London, by 1975
Private Collection, U.K

Exhibited

London, Whitechapel Art Gallery, *Isaac Rosenberg, Memorial Exhibition of Paintings & Drawings*, 22 June-17 July 1937, cat.no.21
London, Ben Uri Art Gallery, *Festival of Britain; Anglo-Jewish Exhibition 1851-1951*, 9 July-3 August 1951, cat.no.67
Leeds, Brotherton Gallery, *Isaac Rosenberg*, May-June 1959, cat. no.8
London, The National Book League, *Isaac Rosenberg, 1890-1918: A Poet & Painter of the First World War*, 19 August-5 September 1975, cat.no.25 (ill.b&w pl.12)
London, Campbell & Franks (Fine Arts) Ltd, *Art From The East End 1900-1976*, 6-29 May 1976, cat.no.69

Literature

Jean Moorcroft Wilson, *Isaac Rosenberg, The Making of a Great War Poet, A New Life*, Weidenfeld & Nicholson, London, 2007, cat.no.17, p.446

A Collection of Works by Algernon Newton

The group of works offered here, all from a private collection and never before offered for sale, provide an intriguing glimpse into the Artist's *oeuvre*, comprising finished paintings as well as intricate studies. Newton is known for his exceptional landscape paintings, both of the countryside and inner-city London, which are instilled with a quite unique stillness and beauty. Newton was born into a family with artistic links - both his father and grandfather were keen amateur painters, with his grandfather founding Windsor & Newton, the manufacturer of artistic materials, in 1832, making the family's fortune - yet his path to success was not a simple or straightforward one. His training included studying at both Frank Calderon's School of Animal Painting and the London School of Art, Kensington, but he found upon leaving that 'the pictures I sent in to the Royal Academy every year were always rejected' (Algernon Newton quoted in an essay by Andrew Graham-Dixon, *The Peculiarity of Algernon Newton* (exh. cat.), Daniel Katz Gallery, London, 2013, p.8).

Personal difficulties also provided obstacles, including the breakdown of his first marriage, whilst illness and the First World War also interrupted his progress; he joined the Royal 1st Devon Yeomanry in 1914 but was invalided out of service in 1916 because of double pneumonia. Following this

however, he set about retraining through meticulous study of the Old Masters at the National Gallery between 1919-23, especially that of Canaletto. It was this concentrated analysis and his subsequent paintings, notably of the deserted waterways of London, which earned him the nickname the 'Canaletto of the canals'.

The following group of works show several different facets to the Artist's practice. There are examples of his landscape painting, seen in the enigmatically titled *What Lies Beyond* (lot 43), and several meticulous studies which serve as the blueprint for later paintings, including *Study for 'Sunrise'* (lot 49), *Study for 'A Gap in the Hedge'* and *Study for 'The Passing Storm'* (both lot 50), capturing in exquisite detail the intricate patterns of light and shade within the scene. Significantly for an artist who was so influenced by the Old Masters, *Venice* (lot 46) captures the city which he visited only once, a shimmering view of sea and sky. *The Red House* (lot 44) and *The Common, Woolwich* (lot 47) are carefully rendered architectural observations, whilst *Nude Bathers* (lot 45) is unusual in featuring the human figure, as Newton is known for paintings often almost entirely devoid of a human presence. A compelling selection of works, they provide an insight into a complex and fascinating artist who is rightly gaining increasing appreciation.

43 * AR

ALGERNON CECIL NEWTON R.A. (BRITISH, 1880-1968)

What Lies Beyond
signed and titled 'Algernon Newton R.A./"What lies beyond."' (on label attached to the reverse)
oil on canvasboard
19 x 29cm (7 1/2 x 11 7/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

The Artist
Thence by family descent
Private Collection, Australia

We are grateful to Sir Mark Jones for his assistance in cataloguing this lot and lots 44-50. Sir Mark 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 Sir Mark Jones, c/o Modern British and Irish Art, Bonhams, Montpelier Street, London, SW7 1HH or email britart@bonhams.com

44 * AR

ALGERNON CECIL NEWTON R.A. (BRITISH, 1880-1968)

The Red House
oil on board
10 x 12cm (3 15/16 x 4 3/4in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

The Artist, by whom gifted to the present owner in 1963
Private Collection, Australia



43



44



45

45 * AR

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

Nude Bathers
oil on board
22 x 27cm (8 11/16 x 10 5/8in).
Painted in 1924

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

The Artist
Thence by family descent
Private Collection, Australia

46 * AR

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

Venice
oil on card
7.5 x 13cm (2 15/16 x 5 1/8in).
Painted in 1926

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist
Thence by family descent
Private Collection, Australia



46

47 * AR

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

The Common, Woolwich
oil on canvasboard
21.5 x 29.5cm (8 7/16 x 11 5/8in).
Painted in 1929

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

The Artist
Thence by family descent
Private Collection, Australia

48 * AR

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

Tree in a Meadow
oil on canvasboard
17 x 22cm (6 11/16 x 8 11/16in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

The Artist
Thence by family descent
Private Collection, Australia



47



48



49 (one of three)

49 * AR

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

A Study in Tone
watercolour

16.5 x 14cm (6 1/2 x 5 1/2in).

Painted in 1934-5

together with two further drawings, 'Study for Sunrise' (1958) and 'Study for Spring Evening, Yorkshire' (1943), by the same hand (3)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

The Artist

Thence by family descent

Private Collection, Australia

50 * AR

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

Study for A Gap in the Hedge

chalk, squared in pencil for transfer

11 x 11cm (4 5/16 x 4 5/16in).

Executed in 1960

together with a further drawing, 'Study for The Passing Storm' (1960), by the same hand (2)

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

The Artist

Thence by family descent

Private Collection, Australia



50 (one of two)

51

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

Envermeu
signed 'Sickert' (lower left)
oil on board
19 x 24cm (7 1/2 x 9 7/16in).
Painted circa 1913

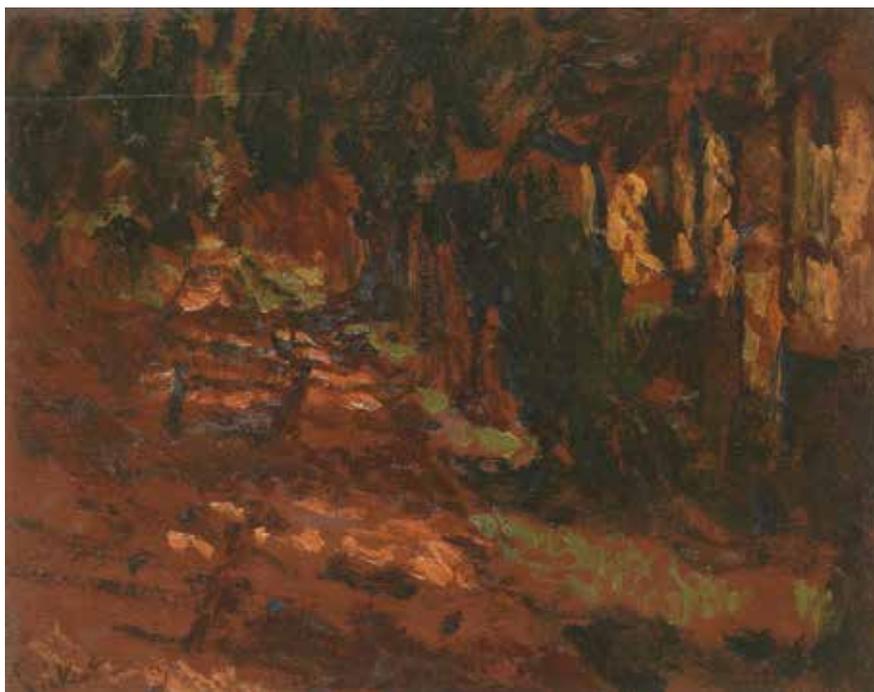
£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

With The Redfern Gallery, London, January 1938

Acquired by the family of the present owner circa the 1960s, and thence by descent Private Collection, U.K.

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



51



52

52

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

Audience at the Old Middlesex
pen and ink and crayon
22 x 31.5cm (8 11/16 x 12 3/8in).
Executed in 1906

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

Sale; Christie's, London, 19 June 1997, lot 128
With Agnews, London, 2004, where acquired
by the present owner
Private Collection, U.K.

Exhibited

Sydney, Richard Nagy and Spink & Son in
association with DC-ART, *Walter Richard
Sickert, Lucien Pissarro*, September 1989,
cat.no.14, (ill.)

Literature

Wendy Baron, *Sickert: Paintings & Drawings*,
Yale University Press, New Haven and
London, 2006, p.331, cat.no.282.4

53 AR

ALGERNON CECIL NEWTON R.A. (BRITISH, 1880-1968)

St Paul's Rising out of the Fog
signed with monogram (lower left)
oil on canvas
76.5 x 99.5cm (30 1/8 x 39 3/16in).
Painted in 1949

£18,000 - 25,000
€20,000 - 28,000
US\$23,000 - 32,000

Provenance

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

Exhibited

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

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

For his London scenes Newton usually favoured the then quiet and undeveloped areas of Bayswater, Paddington and the industrial landscapes along the Regent's Canal. Certainly, these cityscapes dating to the 1940s and 50s display a more sombre tone than those of the 1920s and 30s and Andrew Graham-Dixon remarks that in the later works 'war was surely there too...painted even as they were several years after the end of the conflict. It is there as absence, silence, shadow' (exh.cat., Andrew Graham-Dixon, *The Peculiarity of*

Algernon Newton, Daniel Katz Gallery, 2012, p.10). Yet this reading of the work is subtle and subjective. It is the case that Newton, who was a committed pacifist, found that war occupied his thoughts deeply for some time following 1945. He drafted two short stories (never published) which presented events of the Second World War in alternative realities but these were to be kept private. *St Paul's Rising out of the Fog* can be seen as a much more public declaration of how the war had played on his mind.

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

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

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



53



54 AR

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

Lady with Earrings
signed and dated 'G L Brockhurst/1919' (lower left)
pencil
20 x 14cm (7 7/8 x 5 1/2in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

With P. & D. Colnaghi & Co., London, where acquired by
Lt. Col. Sir Cuthbert Headlam, Bart., and thence by descent to the
present owner
Private Collection, U.K.

54

55

ATTRIBUTED TO WALTER RICHARD SICKERT A.R.A. (BRITISH, 1860-1942)

At the Theatre
chalk
24 x 22.5cm (9 7/16 x 8 7/8in).
Executed circa 1907

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

Sale; Sotheby's, London, 12 July 1961, lot 233
Mr Morris, Cheshire
Acquired from the above by the present owner, August 1961



55



56

56 * AR

DOD PROCTER R.A. (BRITISH, 1892-1972)

Girl with a Cigarette
signed 'Dod Procter' (upper right)
oil on canvas
46 x 35cm (18 1/8 x 13 3/4in).
Painted in 1948

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

Sale; Sotheby's, Billingshurst, 24 October 1989, lot 415
With The Orion Gallery, Penzance
Private Collection, Australia

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 5 May-26 August 1951, cat.no.632

Literature

The Royal Academy Illustrated, London, 1951, (ill.b&w. p.44)



57

57 AR

BERNARD MENINSKY (BRITISH, 1891-1950)

Portrait of Lorna Hyde
signed 'Meninsky' (lower right)
oil on canvas
55 x 40cm (21 5/8 x 15 3/4in).
Painted in the late 1920s

£1,800 - 2,500
€2,000 - 2,800
US\$2,300 - 3,200

Provenance

The Artist, by whom gifted to
Lorna Hyde, prior to 1927, by whom bequeathed to
Private Collection
With Fosse Gallery, Gloucestershire, where acquired by the present
owner, 19 October 1984
Private Collection, U.K.

58 AR

BERNARD MENINSKY (BRITISH, 1891-1950)

Apples in White Bowl
signed 'Meninsky' (lower right)
oil on canvas
39 x 49cm (15 3/8 x 19 5/16in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

Provenance

With Blond Fine Art Limited, London
Acquired by the family of the present owner *circa* the 1950s, and
thence by descent
Private Collection, U.K.



58



59

59 AR

JACOB KRAMER (BRITISH, 1892-1962)

Still Life
signed 'Kramer' (lower right); further signed, titled and inscribed
'Jacob/Kramer/22 Kendal/Lane/Leeds 3' and 'Still life/by/Jacob/
Kramer' (on labels attached to the reverse)
oil on canvasboard
59 x 48.5cm (23 1/4 x 19 1/8in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

Sale; Phillips, Leeds, 22 June 2001, lot 121, where acquired by the
present owner
Private Collection, U.K.



60

60

MARK GERTLER (BRITISH, 1891-1939)

Reclining Nude

signed and dated 'Mark Gertler 1930' (upper right)
pencil and black crayon

42 x 53.5cm (16 9/16 x 21 1/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900

Provenance

Acquired by the present owner in the early 1990s
Private Collection, U.K.

The model for the present work is one of the Dennis sisters (Antoinette and Celia), who both sat for Gertler in the 1930s. Celia was one of his two pre-eminent models in this period, particularly for a series of nudes including *The Sonata* (1934). In the foreground a floppy checked hat can be seen, one of several familiar studio props which featured in a number of works from the 1920s, most notably one of a half-draped nude with a musical instrument, known as *The Japanese Violin* (1926). The present work is closer in style to the Renoiresque nudes of the 1920s than the plainer, more monumental nudes of the late 1930s.

We are grateful to Sarah MacDougall for her assistance in cataloguing this lot, which will be included in her forthcoming catalogue raisonné of the Artist's work. Sarah 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 Sarah MacDougall, c/o Modern British and Irish Art, Bonhams, Montpelier Street, London, SW7 1HH or email britart@bonhams.com



61

61 AR

**CHARLES WILLIAM DYSON-SMITH
(BRITISH, 1891-1960)**

The Bather
signed and dated 'Dyson-Smith 1931' (on
reverse)
bronze with a dark brown patina
59cm (23 1/4in) high (excluding base)

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

Provenance

With 1853 Gallery, Salts Mill, Saltaire, where
acquired by the family of the present owner,
16 October 1990, and thence by descent
Private Collection, U.K.

62 AR

ETHEL GABAIN (BRITISH, 1883-1950)

Spring Nymph
signed 'E.GABAIN' (lower left)
oil on canvas
40 x 50cm (15 3/4 x 19 11/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

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



62

63 AR

LEON UNDERWOOD (BRITISH, 1890-1975)

Agreement (Three Africans)

oil on canvas, in the Artist's handmade frame
34.5 x 29.5cm (13 9/16 x 11 5/8in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 3,800

Provenance

The Artist, and thence by family descent

64 AR

LEON UNDERWOOD (BRITISH, 1890-1975)

Reclining Nude

signed and dated 'Leon Underwood/32.' (lower right)
watercolour

33 x 48.5cm (13 x 19 1/8in).

together with a further chalk drawing, 'Mestica Mexicana', by the same hand (2)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

The Artist, and thence by family descent

65 AR

LEON UNDERWOOD (BRITISH, 1890-1975)

Man with Bird

signed and dated 'Leon U. 60' (lower right)
watercolour and chalk

38 x 56cm (14 15/16 x 22 1/16in).

together with a further pencil drawing, 'A Fisherman', by the same hand (2)

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

The Artist, and thence by family descent



63



64 (one of two)



65 (one of two)



66 AR

ALFRED AARON WOLMARK (BRITISH, 1877-1961)

Self-Portrait
oil on canvas
53.5 x 43cm (21 1/16 x 16 15/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

The Artist's Family
Sale; Christie's, South Kensington, 26 July 1990, lot 99, where acquired by the present owner
Private Collection, U.K.

66

67 AR

JOHN RATTENBURY SKEAPING R.A. (BRITISH, 1901-1980)

El Rejoneador
signed 'JOHN SKEAPING' (lower right)
pastel
44 x 55.5cm (17 5/16 x 21 7/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Arthur Ackermann & Son, London, where acquired by the present owner in 1991
Private Collection, U.K.

Exhibited

London, Arthur Ackermann & Son, *John Skeaping, 1901-1980: A Retrospective*, 4 June-5 July 1991, cat.no.104



67



68

68 * AR

FRANK DOBSON R.A. (BRITISH, 1886-1963)

Arthur Houghton Jnr
signed, inscribed and dated 'NY 53 Frank Dobson' (to reverse of sculpture)
bronze with a green patina
39.5cm (15 9/16in) high
Conceived in 1953, the present work is unique

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

Arthur Houghton Jnr
Private Collection, U.S.A

Literature

Neville Jason and Lisa Thompson-Pharaoh, *The Sculpture of Frank Dobson*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham and London, 1994, cat.no.227, (ill.b&w p.161)

Arthur Amory Houghton Jnr (1906-1990) is credited with reinventing Steuben Glass in 1933, and served as both Chairman and President of the company. He was also an active leader in many art organisations, including a curator of rare books at the Library of Congress, vice chairman of the Pierpont Morgan Library, a trustee of The New York Public Library, founder of the Houghton Library at Harvard University, chairman of the New York Philharmonic, and president and chairman of the board of trustees of The Metropolitan Museum of Art.

69 AR

OSCAR NEMON (BRITISH, 1906-1985)

Bust of Sir Winston Churchill
signed twice with monogram (to the reverse and side)
stone resin
14.5cm (5 11/16in) high

£1,500 - 2,500
€1,700 - 2,800
US\$1,900 - 3,200

Provenance

Gifted by the Artist to the family of the present owner



69



70

70 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

First Portrait of Lydia
bronze with a dark brown patina
52cm (20 1/2in) high
Conceived in 1929-30

£5,000 - 8,000
€5,600 - 9,000
US\$6,400 - 10,000

Provenance

Anton Zwemmer, and thence by descent to the present owner

Exhibited

Venice, *XVII Esposizione Biennale Internazionale dell'Arte*, 1930, cat. no.48 (another cast)
London, Leicester Galleries, *New Sculpture by Jacob Epstein*, February 1931, cat.no.7 (another cast)

Please see full literature details at bonhams.com

Anton Zwemmer (1892–1979) established the Zwemmer Gallery in 1929. An extension of his original bookstore and publishing business which operated from around 1922, the bookshop was one of the few places in London where art publications were available, and it quickly became a significant meeting place for the city's avant-garde. Zwemmer initially planned for the gallery to be a display area for high-quality colour art reproductions which were sold in the bookshop, however this was eclipsed when he soon began to show original work by British and international artists, including Pablo Picasso, Henri Matisse and Henry Moore. An important gallery in promoting a wide array of modernist art, Zwemmer's clients included many prominent collectors such as Kenneth Clark, Douglas Cooper and Sir Roland Penrose, among others.



71

71 * AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Baby Asleep
bronze with a brown patina
12.5cm (5 1/8in) high
Conceived circa 1902-4

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

The Estate of the late Robert Carleton Smith (1908-1984)
Private Collection, U.S.A.

Exhibited

Possibly London, Twenty-One Gallery, *Drawings and Sculpture by Jacob Epstein*, December 1913-January 1914, cat.no.4 (dated 1907, another cast)
London, Leicester Galleries, *The Sculpture of Jacob Epstein*, February-March 1917, cat.no.20 (as *Babe's Head*, another cast)

Please see full literature details at bonhams.com



72

72 AR

THEODORE MAJOR (BRITISH, 1908-1999)

Nude
signed and dated 'MAJOR/1948' (on canvas verso)
oil on canvas
63 x 52cm (24 13/16 x 20 1/2in).

£6,000 - 8,000

€6,700 - 9,000

US\$7,700 - 10,000

Exhibited

The Arts Council of Great Britain, *Some Lancashire Artists*, 1949-50,
cat.no.25



73

73 AR

DONALD GRANT (BRITISH, 1930-2001)

Cheetahs
signed 'Donald Grant' (lower right)
oil on canvas
60.5 x 91cm (23 13/16 x 35 13/16in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

Acquired by the present owner *circa* the
1980s
Private Collection, U.K.



74

74 AR

DONALD GRANT (BRITISH, 1930-2001)

Elephants
signed 'Donald Grant' (lower right)
oil on canvas
60.5 x 90.5cm (23 13/16 x 35 5/8in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

Acquired by the present owner *circa* the
1980s
Private Collection, U.K.



75

75 AR

DAVID SHEPHERD C.B.E. (BRITISH, 1931-2017)

Elephant
signed and dated '-David Shepherd-/90' (lower right); further dated
'1990' and inscribed (on the canvas overlap)
oil on canvas
14 x 14cm (5 1/2 x 5 1/2in).

£5,000 - 8,000
€5,600 - 9,000
US\$6,400 - 10,000

Provenance

Presented by the Artist to the David Shepherd Foundation Trust, to
raise funds for the Hydestile Animal Hospital, where acquired by the
present owner in 2014
Private Collection, U.K.

76 * AR

DAVID SHEPHERD C.B.E. (BRITISH, 1931-2017)

Elephants in Thorn Scrub
signed and dated '-David Shepherd- '65' (lower right)
oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Provenance

Acquired by the family of the present owner *circa* 1964-5, and thence
by descent
Private Collection, U.K.



76

77 * AR

DAVID SHEPHERD C.B.E. (BRITISH, 1931-2017)

White Tiger of Rewa
oil on canvas
43.5 x 74cm (17 1/8 x 29 1/8in).

£18,000 - 25,000

€20,000 - 28,000

US\$23,000 - 32,000

Provenance

The Artist, from whom acquired directly by the present owner, 4
February 2003
Private Collection, Australia



77



78

78 AR

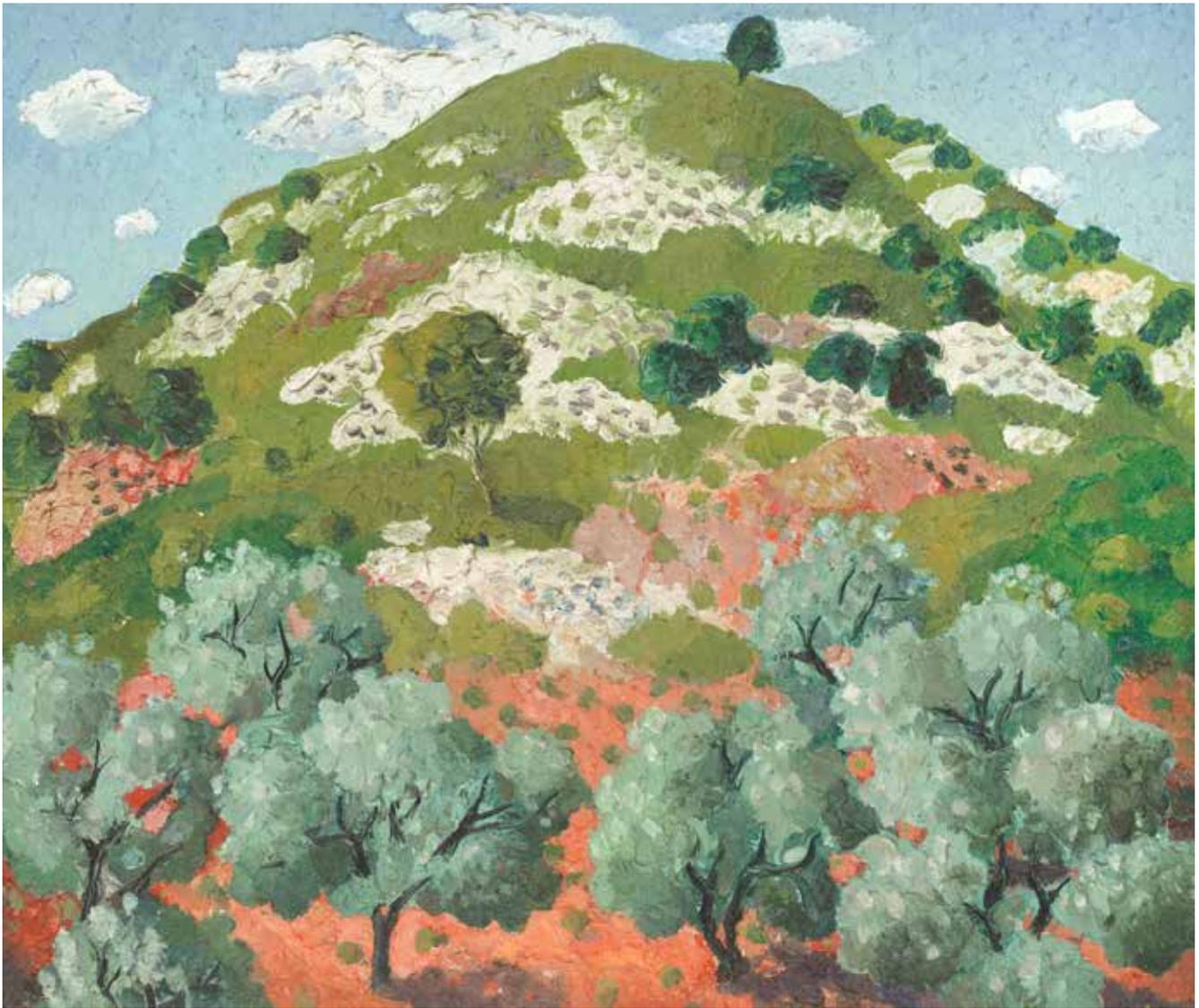
FREDERICK GORE C.B.E., R.A (BRITISH, 1913-2009)

The Red Field
signed and dated 'F. Gore 51' (lower left); further inscribed and dated
'painted Aug 1951/Les Baux, Provence' (on Artist's label attached to
the stretcher bar)
oil on canvas
60.5 x 71cm (23 13/16 x 27 15/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900



79

79^{AR}

FREDERICK GORE C.B.E., R.A. (BRITISH, 1913-2009)

Near Maussanne
oil on canvas
55.5 x 66cm (21 7/8 x 26in).

£5,000 - 7,000
€5,600 - 7,900
US\$6,400 - 8,900

Provenance

With The Redfern Gallery, London, where acquired by
Sir Colville Barclay, 6th December 1937, and thence by descent to
the present owner
Private Collection, U.K.

Exhibited

London, The Redfern Gallery, *Recent Paintings by Frederick Gore*,
2-24 December 1937, cat.no.16

The present work was included in the Artist's first solo exhibition held
at The Redfern Gallery, the same year he left the Slade School of Fine
Art.



80

80 AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

The Back Garden
signed with initials 'BD' (lower left)
oil on board
33.5 x 22.5cm (13 3/16 x 8 7/8in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

Provenance

With Charles Keyser, London
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 1970, cat. no.254

81 AR

DIANA MAXWELL ARMFIELD R.A. (BRITISH, BORN 1920)

Gull on a Boulder, Cardigan Bay
signed with initials 'DMA' (lower left); titled 'GULL ON A BOULDER, CARDIGAN BAY' (on reverse of frame)
oil on canvasboard
24 x 26cm (9 7/16 x 10 1/4in).
together with a further chalk drawing, 'Ewes With Their Lambs by the Nanthir', by the same hand (2)

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500



81 (one of two)



82

82 AR

DIANA MAXWELL ARMFIELD R.A. (BRITISH, BORN 1920)

A Few Berries on the Rowan Tree and Rhyd yr Efail's Cows
signed with initials 'DMA' (lower left); titled 'A FEW BERRIES ON THE ROWAN TREE AND RHYD YR EFAIL'S COWS' (on reverse of frame)
oil on board
27 x 29.5cm (10 5/8 x 11 5/8in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Exhibited

London, New English Art Club, *Annual Open Exhibition*, 16-25 June 2016, cat.no.2



83

83 AR

FREDERICK GORE C.B.E., R.A. (BRITISH, 1913-2009)

Landscape Near Maldon, Essex

signed 'F. Gore' (lower right)

oil on board

52.5 x 77.5cm (20 11/16 x 30 1/2in).

Painted in 1952

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900

Provenance

With The Richmond Hill Gallery, Surrey

Private Collection, U.K.



84 (one of three)

84 AR

**DIANA MAXWELL ARMFIELD R.A.
(BRITISH, BORN 1920)**

The House in the Vineyard, Vaison-la-Romaine

signed with initials 'DMA' (lower right); further signed 'DIANA M ARMFIELD' and inscribed with Artist's address (on board verso)
oil on board

15 x 19.5cm (5 7/8 x 7 11/16in).

together with another oil painting, 'Among the Vines and Olives, Tuscany' and a chalk drawing, 'Study of Vines Round Limoux', both by the same hand (3)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

With Browse & Darby, London
Private Collection, U.K.

85 * AR

DEREK HILL (BRITISH, 1916-2000)

From the Villino, Settignano

signed with initials 'DH' (lower right)

oil on canvas

20.5 x 45.5cm (8 1/16 x 17 15/16in).

£1,200 - 1,500

€1,300 - 1,700

US\$1,500 - 1,900

Provenance

With Hirschl & Adler Galleries Inc., New York
Private Collection, Vermont

Derek Hill shared a close friendship with Bernard Berenson, one of the most famous and influential connoisseurs of Italian Renaissance paintings and drawings. Hill stayed with Berenson at his famous villa I Tatti, set in the Settignano foothills east of Florence, and the surrounding landscape provided the inspiration for the present work.



85

86 AR

**DIANA MAXWELL ARMFIELD R.A.
(BRITISH, BORN 1920)**

Spoletto

signed with initials 'DMA' (lower left); titled 'SPOLETO' (on label attached to the reverse of the frame)

oil on canvasboard

31 x 23cm (12 3/16 x 9 1/16in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

With Browse & Darby, London
Private Collection, U.K.



86

87 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

Afternoon Light Effect at the Rosenlauri Glacier

signed 'Ken Howard' (lower right); titled and dated 'AFTERNOON LIGHT EFFECT/AT THE ROSENLAUI GLACIER/LATE SEPT 2011' (on label attached to the reverse)

oil on canvas

49.5 x 59.5cm (19 1/2 x 23 7/16in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,200 - 4,500

Provenance

With Richard Green, London
Private Collection, U.K.

88 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

Matterhorn from Sunnegga, 6th October 2010, Zermatt

signed 'Ken Howard' (lower right); titled 'MATTERHORN FROM SUNEGGA/6TH OCTOBER 2010/ZERMATT' (on Artist's label attached to the reverse)

oil on canvasboard

24 x 34cm (9 7/16 x 13 3/8in).

£1,200 - 1,800

€1,300 - 2,000

US\$1,500 - 2,300

Provenance

With Richard Green, London, where acquired
by the present owner
Private Collection, U.K.



87



88



89

89 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

Thames View
 signed 'Ken Howard' (lower right)
 oil on canvas
 20 x 60.5cm (7 7/8 x 23 13/16in).

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,600 - 3,800

90 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

Venice Canal
 signed 'Ken Howard' (lower right)
 oil on canvas
 60.5 x 30.5cm (23 13/16 x 12in).

£2,500 - 3,500
 €2,800 - 3,900
 US\$3,200 - 4,500



90



91

91 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

Amsterdam

signed 'Ken Howard' (lower right)

oil on canvas

60 x 50.5cm (23 5/8 x 19 7/8in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,100 - 7,700

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92

92 AR

**DIANA MAXWELL ARMFIELD R.A.
(BRITISH, BORN 1920)**

The Clown's Hat, Prague
signed with initials 'DMA' (lower left); titled
'THE CLOWN'S HAT, PRAGUE' (on reverse
of frame)
oil on board
24 x 28cm (9 7/16 x 11in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With The New Academy Gallery, London
Private Collection, U.K.

93 AR

**DIANA MAXWELL ARMFIELD R.A.
(BRITISH, BORN 1920)**

Piazzetta, Sunset Sky, Venice
signed with initials 'DMA' (lower left); titled
'PIAZZETTA, SUNSET SKY, VENICE' (on
reverse of frame)
pastel

31.5 x 26cm (12 3/8 x 10 1/4in).

together with a further pastel drawing, 'St
Nicholas, Prague', by the same hand (2)

£700 - 1,000
€790 - 1,100
US\$890 - 1,300

Exhibited

London, The Mall Galleries, *Pastel Society
Exhibition*, 2002



93 (one of two)

94 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

Snow in the Piazza 08.00
signed 'Ken Howard' (lower right)
oil on board
24 x 30cm (9 7/16 x 11 13/16in).
Painted in 2004

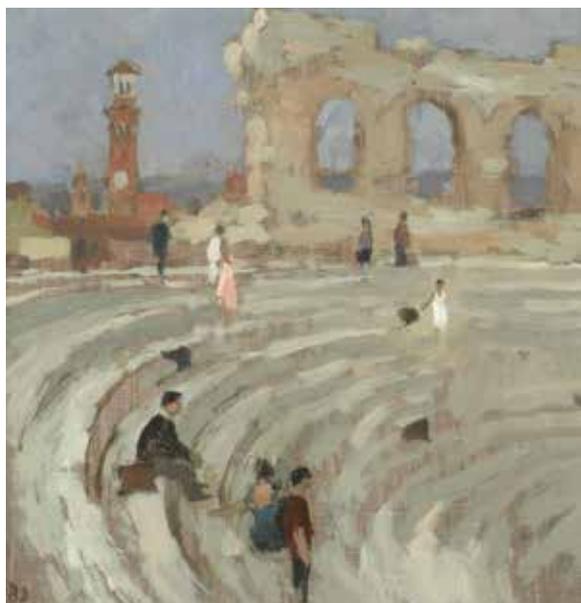
£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Richard Green, London
Private Collection, U.K.



94



95

95 AR

BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

Verona: In the Arena
signed with initials 'BD' (lower left)
oil on board
24 x 24cm (9 7/16 x 9 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Roland, Browse & Delbanco, London
Private Collection, U.K.

96 AR

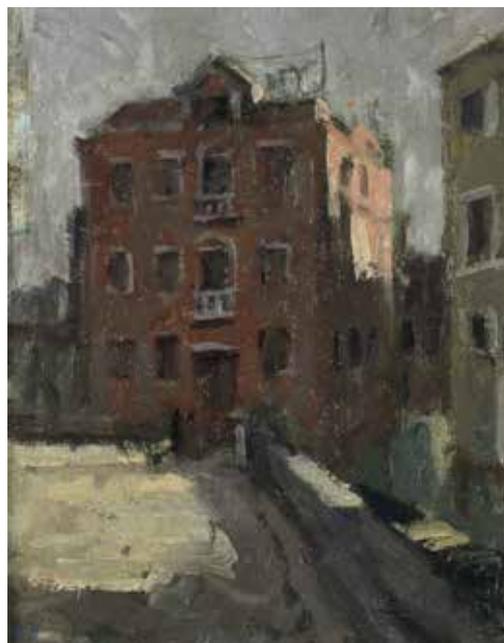
BERNARD DUNSTAN R.A., R.W.A., N.E.A.C., H.P.S. (BRITISH, 1920-2017)

Campo San Vidal
signed with initials 'BD' (lower left)
oil on board
23.5 x 19cm (9 1/4 x 7 1/2in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

With Agnews, London
Private Collection, U.K.



96



97 AR

FRANK WOOTTON (BRITISH, 1914-1998)

Beddingham Hill, Near Lewes
signed 'Wootton' (lower right); further signed and dated 'Frank Wootton/1970' (on Artist's label attached to the reverse of the board)
oil on board
39 x 59.5cm (15 3/8 x 23 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With E. Stacy-Marks Ltd, Eastbourne, where acquired by the family of the present owner, and thence by descent
Private Collection, U.K.

97

98 AR

CHRISTOPHER SANDERS R.A. (BRITISH, 1905-1991)

The Allotments
signed 'Sanders' (lower right); further signed and titled 'THE ALLOTMENTS Christopher Sanders' (on canvas overlap)
oil on canvas
50 x 59.5cm (19 11/16 x 23 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With The Patricia Wells Gallery, Bristol, where acquired by the family of the present owner, 6 May 1975, and thence by descent
Private Collection, U.K.



98



99 AR

OLWYN BOWEY R.A. (BRITISH, BORN 1936)

Fig Tree
signed 'Olwyn Bowey' (lower left)
oil on canvas
76.5 x 102cm (30 1/8 x 40 3/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 7 June-16 August 1992, cat.no.1070

99

**PROPERTY FROM THE ESTATE OF THE
LATE SYLVIA GRAUCOB**

100 * AR

SIMON PALMER (BRITISH, BORN 1956)

Gleaning the Seed
signed twice 'Simon Palmer' (lower right),
titled "Gleaning the Seed" (lower left)
watercolour and pen and ink
62 x 40cm (24 7/16 x 15 3/4in).

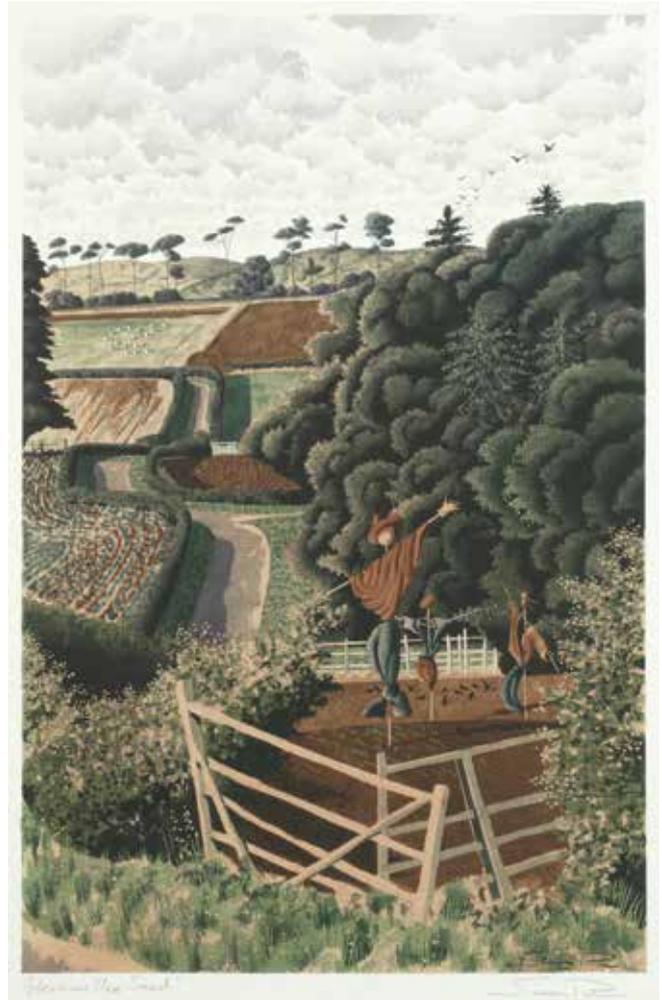
£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,400

Provenance

With Alexander Gallery, Bristol, where
acquired by Sylvia Graucob, 31 October
1994



100



VARIOUS PROPERTIES

101 AR

JOHN HORWOOD (BRITISH, BORN 1934)

Hampstead
signed 'John Horwood' (lower left); further
signed, titled and dated 'Hampstead 1980/
John Horwood' (on canvas verso)
oil on canvas
25 x 37.5cm (9 13/16 x 14 3/4in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

101

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please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



102

102^{AR}

JOHN RANKINE BARCLAY (BRITISH, 1884-1962)

Smeaton's Pier
signed 'BARCLAY' (lower right)
oil on canvas
39 x 49cm (15 3/8 x 19 5/16in).

£1,000 - 2,000
€1,100 - 2,200
US\$1,300 - 2,600

Provenance

Sale; Sotheby's, Olympia, 23 November 2006, lot 53
Private Collection, U.K.

103^{AR}

ETHELBERT WHITE (BRITISH, 1891-1972)

River Bank
signed 'Ethelbert White' (lower right);
further signed, titled and inscribed with
Artist's address 'Ethelbert White/14 Grove
Cottages./Hampstead Grove NW3/ RIVER
BANK' (on Artist's label attached to the
backboard)
watercolour and chalk
37 x 57.5cm (14 9/16 x 22 5/8in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by
the family of the present owner in 1967, and
thence by descent
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer
Exhibition*, 29 April-30 July 1967, cat.no.116



103

104^{AR}

NOEL HARRY LEAVER A.R.C.A. (BRITISH, 1889-1951)

Street Scene at Dusk
signed 'Noel. H. Leaver. A.R.C.A.' (lower
right)
watercolour
26.5 x 36.5cm (10 7/16 x 14 3/8in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500



104

**PROPERTY FROM THE ESTATE OF THE
LATE SYLVIA GRAUCOB**

105 * AR

**EDMUND BLAMPIED R.B.A., R.E.
(BRITISH, 1886-1966)**

Early Morning, Jersey
signed 'Blampied.' (lower right)
oil on board
49 x 74cm (19 5/16 x 29 1/8in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance
Sylvia Graucob

VARIOUS PROPERTIES

106 AR

**RONALD OSSORY DUNLOP R.A., R.B.A.
(BRITISH, 1894-1973)**

Horses
signed 'Dunlop' (lower right)
oil on canvas
76 x 101cm (29 15/16 x 39 3/4in).
(unframed)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance
Sale; Bonhams, Knightsbridge, 16 January
2007, lot 40, where acquired by the present
owner
Private Collection, U.K.



105



106



107

107^{AR}

KENNETH WEBB (IRISH, BORN 1927)

Connemara
signed 'Kenneth Webb' (lower right)
watercolour
37 x 53.5cm (14 9/16 x 21 1/16in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

108^{AR}

**MAURICE CANNING WILKS R.U.A.,
A.R.H.A. (IRISH, 1910-1984)**

Antrim Coast
signed 'MAURICE C. WILKS.' (lower left)
oil on canvas
39.5 x 49.5cm (15 9/16 x 19 1/2in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

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

109^{AR}

**MAURICE MACGONIGAL (IRISH, 1900-
1979)**

Mountain Bog, Inverin, Connemara
signed 'MacGonigal' (lower right); further
signed and titled (on label verso)
oil on panel
31 x 40.5cm (12 3/16 x 15 15/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900



108



109



110

110 * AR

JACK BUTLER YEATS (IRISH, 1871-1957)

Homeward Bound
signed 'JACK. B YEATS' (lower left)
watercolour and pencil
11 x 16cm (4 5/16 x 6 5/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,100 - 7,700

Provenance

Acquired by the family of the present owner,
and thence by descent
Private Collection, Ireland

111 AR

**FRANK MCKELVEY R.H.A., R.U.A. (IRISH,
1895-1974)**

Figures on a Jetty
signed 'FRANK MCKELVEY' (lower left)
watercolour and chalk
25.5 x 37cm (10 1/16 x 14 9/16in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

Private Collection, Ireland



111



112

112 AR

CLEMENT MCALEER (BRITISH, BORN 1949)

Pier

signed 'Clement McAleer' (lower left); further signed, titled and dated 'PIER 1980/Clement McAleer' (on canvas verso)

oil on canvas

183 x 137cm (72 1/16 x 53 15/16in).

(unframed)

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

113 AR

CLEMENT MCALEER (BRITISH, BORN 1949)

View Across Green Fields

signed and dated 'Clement McAleer 1988' (lower left)

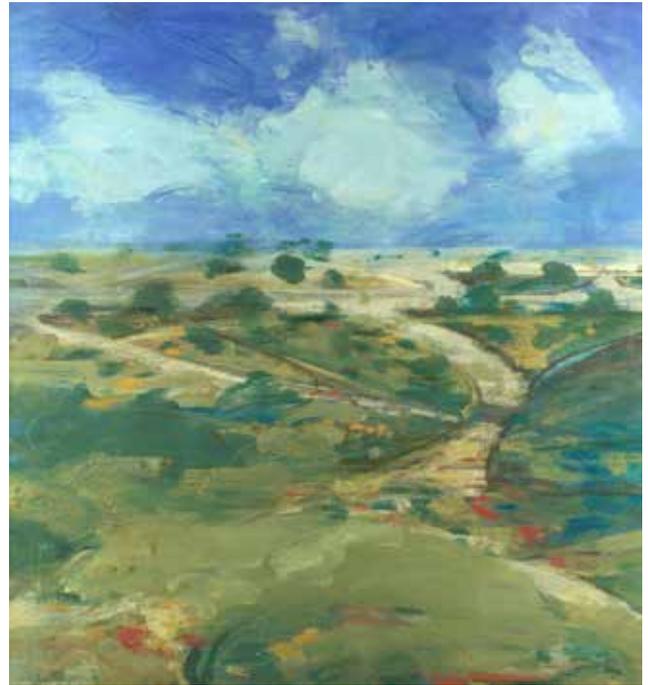
acrylic and chalk

94.5 x 90.5cm (37 3/16 x 35 5/8in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500



113



114 (one of two)

114 AR

RICHARD PRICE R.O.I. (BRITISH, BORN 1962)

Sandbanks, Fisherman

signed 'Richard Price' (lower right)

oil on board

24 x 34.5cm (9 7/16 x 13 9/16in).

together with a further oil painting, 'A Day on the Beach', by the same hand (2)

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

115 AR

**FREDERICK CUMING R.A., N.E.A.C.
(BRITISH, BORN 1930)**

Seascape
signed 'Cumming' (lower left)
oil on board
51.5 x 61cm (20 1/4 x 24in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400



115

116

**ROBERT O'RORKE (BRITISH, BORN
1945)**

Cretan Sunrise
signed, titled and dated 'CRETAN SUNRISE
ROBERT O'RORKE 1967' (on stretcher bar)
oil on canvas
76.5 x 122cm (30 1/8 x 48 1/16in).
(unframed)

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500



116



117 AR

LAURA CRONIN (IRISH, BORN 1971)

A Snowy Walk
signed 'Laura Cronin' (lower right)
oil on canvas
76 x 91cm (29 15/16 x 35 13/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

118 AR

**WILLIAM BOWYER R.A., R.W.S., R.P.,
N.E.A.C. (BRITISH, 1926-2015)**

Chiswick Green
signed and dated 'William Bowyer 86' (lower
right)
oil on canvas
71 x 91cm (27 15/16 x 35 13/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

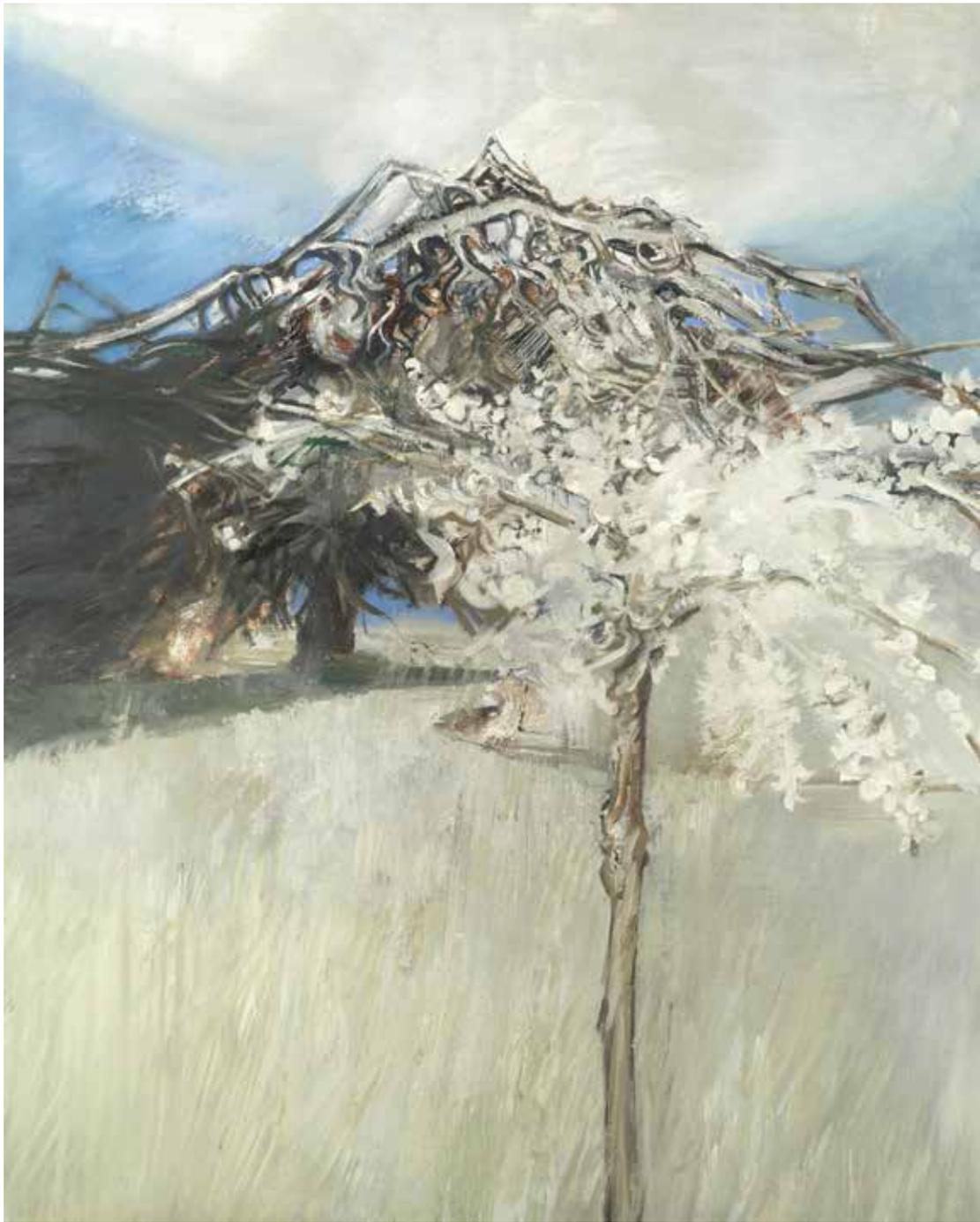
Provenance

With Brandler Galleries, Essex
Sale; Bonhams, Bury St Edmunds, 11
September 2008, lot 377, where acquired by
the present owner
Private Collection, U.K.

117



118



119

SOLD TO BENEFIT THE MAYHEW ANIMAL HOME

119^{AR}

EDWARD MIDDLEDITCH (BRITISH, 1923-1987)

Tree in Blossom, 1956
oil on board
127 x 101.5cm (50 x 39 15/16in).
in a carved and gilded frame

£5,000 - 7,000
€5,600 - 7,900
US\$6,400 - 8,900

Provenance

A.I.G Boyd, Esq., by 1956
Brian Sewell, and by descent to the present owner
Private Collection, U.K.

Exhibited

Venice, British Pavilion, XXVIII Venice Biennale, *Exhibition of works by Ivon Hitchens, Lynn Chadwick and John Bratby, Derrick Greaves, Edward Middleditch and Jack Smith*, 1956, cat.no.36
London, Beaux Arts Gallery, *Edward Middleditch*, 1-28 February 1956, cat.no.11

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120 * AR

SIR PETER SCOTT (BRITISH, 1909-1989)

Lapwings and a Narrow Boat
signed and dated 'Peter Scott/1956' (lower
right)

oil on board

62 x 77cm (24 7/16 x 30 5/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,400

Provenance

With The Cooling Galleries, London
Ted Canavan, Marysville, Washington
Gifted by the above to a Private Collector,
Canada, 2001, and thence by descent to the
present owner

121 AR

**GEORGE WALLACE JARDINE (BRITISH,
1920-2003)**

Surrealist Landscape

signed 'G.W.Jardine' (lower right)

oil on canvas

101.5 x 91.5cm (39 15/16 x 36in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

120



121

122 AR

TERENCE CUNEO (BRITISH, 1907-1996)

The Flower Boat, Kashmir, India
signed 'Cuneo' (lower right); further signed
and titled 'THE FLOWER BOAT, KASHMIR,
INDIA, T.Cuneo' (on stretcher bar verso)
oil on canvas
44 x 64.5cm (17 5/16 x 25 3/8in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,100 - 7,700

Provenance

The Artist, from whom acquired directly by
the previous owner
Acquired from the above by the present
owner

Exhibited

London, The Mall Galleries, *Terence Cuneo
80th Birthday Exhibition*, June 1988, cat.
no.217



122

123 AR TP

FELIX KELLY (BRITISH, 1914-1994)

African Capriccio
signed and dated 'Felix Kelly 66.' (lower right)
oil on board
167 x 233cm (65 3/4 x 91 3/4in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

Sale; Phillips, London, 26 January 1988, lot
77, where acquired by the present owner
Private Collection, U.K.



123



124^{AR}

WILLIAM HEATON COOPER (BRITISH, 1903-1995)

A Lakeland Barn and Fellside
signed 'W. H. COOPER' (lower right)
watercolour
27 x 37cm (10 5/8 x 14 9/16in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

125^{AR}

ROWLAND HILDER (BRITISH, 1905-1993)

Oast House, Kent
signed 'ROWLAND HILDER' (lower right)
watercolour, chalk, ink and pen and ink
50.5 x 72.5cm (19 7/8 x 28 9/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

124



125



127

126^{AR}

**FREDERICK CUMING R.A., N.E.A.C.
(BRITISH, BORN 1930)**

Fowey Harbour, Crescent Moon
signed 'Cuming' (lower left)
oil on board
76 x 76cm (29 15/16 x 29 15/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,100 - 7,700

Exhibited

London, The Mall Galleries, *New English Art Club*, 2005

127^{AR}

RICHARD EURICH R.A. (BRITISH, 1903-1992)

From Dymchurch Sands
signed and dated 'R.Eurich '74' (lower left)
oil on board
12 x 31cm (4 3/4 x 12 3/16in).

£1,800 - 2,500
€2,000 - 2,800
US\$2,300 - 3,200

Provenance

With Messum's, London, where acquired by the present owner in 2007
Private Collection, U.K.

Exhibited

London, Messum's, *The Call of the Running Tide: Marine Paintings Over Three Centuries*, 2007, cat.no.62



126



128 ^{AR}

REGINALD BRILL (BRITISH, 1902-1974)

Onlookers 3
signed 'Reginald Brill' (lower right)
watercolour, chalk and pen and ink
68.5 x 81cm (26 15/16 x 31 7/8in).

£2,500 - 3,500
€2,800 - 3,900
US\$3,200 - 4,500

Provenance

With Royal Academy of Arts, London, where
acquired by the family of the present owner,
and thence by descent

Exhibited

London, Royal Academy of Arts, *Summer
Exhibition*, 29 April-23 July 1972, cat.no.190

128

129 ^{AR}

JOHN YARDLEY (BRITISH, BORN 1933)

Oxford Street
signed 'John Yardley' (lower left)
oil on board
46.5 x 61cm (18 5/16 x 24in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600



129

130 AR

JULIAN BARROW (BRITISH, 1939-2013)

St. Leonard's Terrace
signed 'Julian Barrow' (lower right)
oil on canvas
28.5 x 38.5cm (11 1/4 x 15 3/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Exhibited

London, The Chelsea Art Society

131 AR

GERALD R. JARMAN (BRITISH, 1930-2014)

Interior with View
signed 'G. JARMAN' (on canvas verso)
oil on canvas
101.5 x 114cm (39 15/16 x 44 7/8in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Singer & Friedlander Group PLC, London
Acquired from the above by the present
owner in 2006
Private Collection, U.K.



130



131



132 †

GEOFFREY KEY (BRITISH, BORN 1941)

Embrace

signed and dated 'G.KEY.99' (lower left); further signed, titled and inscribed 'EMBRACE/GK.145.99/G Key 99' (on canvas verso); also signed, titled and dated 'EMBRACE G Key 99' (on the reverse of the frame)

oil on canvas

60 x 49cm (23 5/8 x 19 5/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,100 - 7,700

132

133 AR

GEOFFREY KEY (BRITISH, BORN 1941)

Body Arch

signed and dated 'G KEY 85' (upper right); further signed and dated twice and titled 'G Key./85/BODY ARCH/G Key 85' (on board verso)

oil on board

54 x 74cm (21 1/4 x 29 1/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,400



133

134 †

GEOFFREY KEY (BRITISH, BORN 1941)

Farm

signed and dated 'G KEY.92' (lower left); further signed, titled and dated 'FARM/G Key 92' and twice inscribed 'GK 252-92' (on backboard); also signed, titled and dated 'FARM G Key 92' (on the reverse of the frame)

oil on board

54 x 74cm (21 1/4 x 29 1/8in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900



134



135 AR

JOHN ELWYN (BRITISH, 1916-1997)

After the Rain, Pembrokeshire
signed 'John/Elwyn' (lower right)

oil on canvas

39.5 x 50cm (15 9/16 x 19 11/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 3,800

Provenance

Sale; Bonhams, Oxford, 8 September 2010,
lot 305

With Vincent Kosman, Edinburgh, where
acquired by the present owner
Private Collection, U.K.

135



136

136 AR

ALAN LOWNDES (BRITISH, 1921-1978)

Red Terraced Houses and Lamppost
signed and dated 'Alan Lowndes/1953' (lower left)
oil on board
35 x 28cm (13 3/4 x 11in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

With Paisnel Gallery, London
Sale; Sotheby's, London, 19 June 1996, lot 69
Private Collection, U.K.

137 AR

JOSEF HERMAN R.A. (BRITISH, 1911-2000)

Miner on the Road
signed, titled, inscribed and dated "'MINER ON THE ROAD"-1981/
OIL ON WOOD/BY/Josef Herman' (on panel verso)
oil on panel
25.5 x 35.5cm (10 1/16 x 14in).

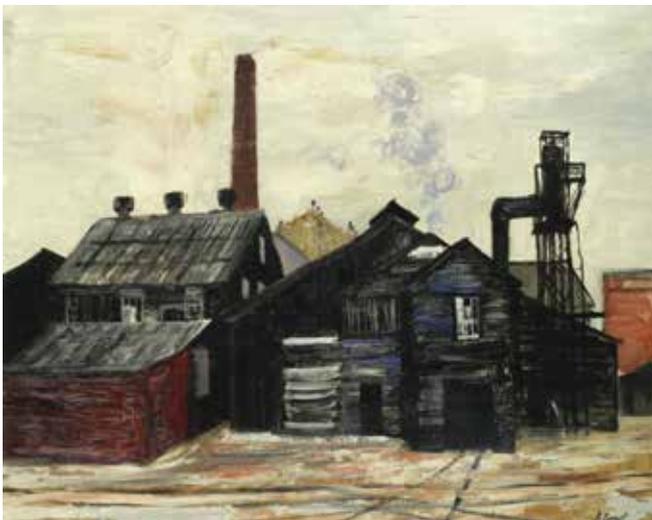
£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

Sale; Sotheby's, Olympia, 4 July 2002, lot 403
With De Lacey Fine Art, Liverpool, where acquired by the present owner
Private Collection, U.K.



137



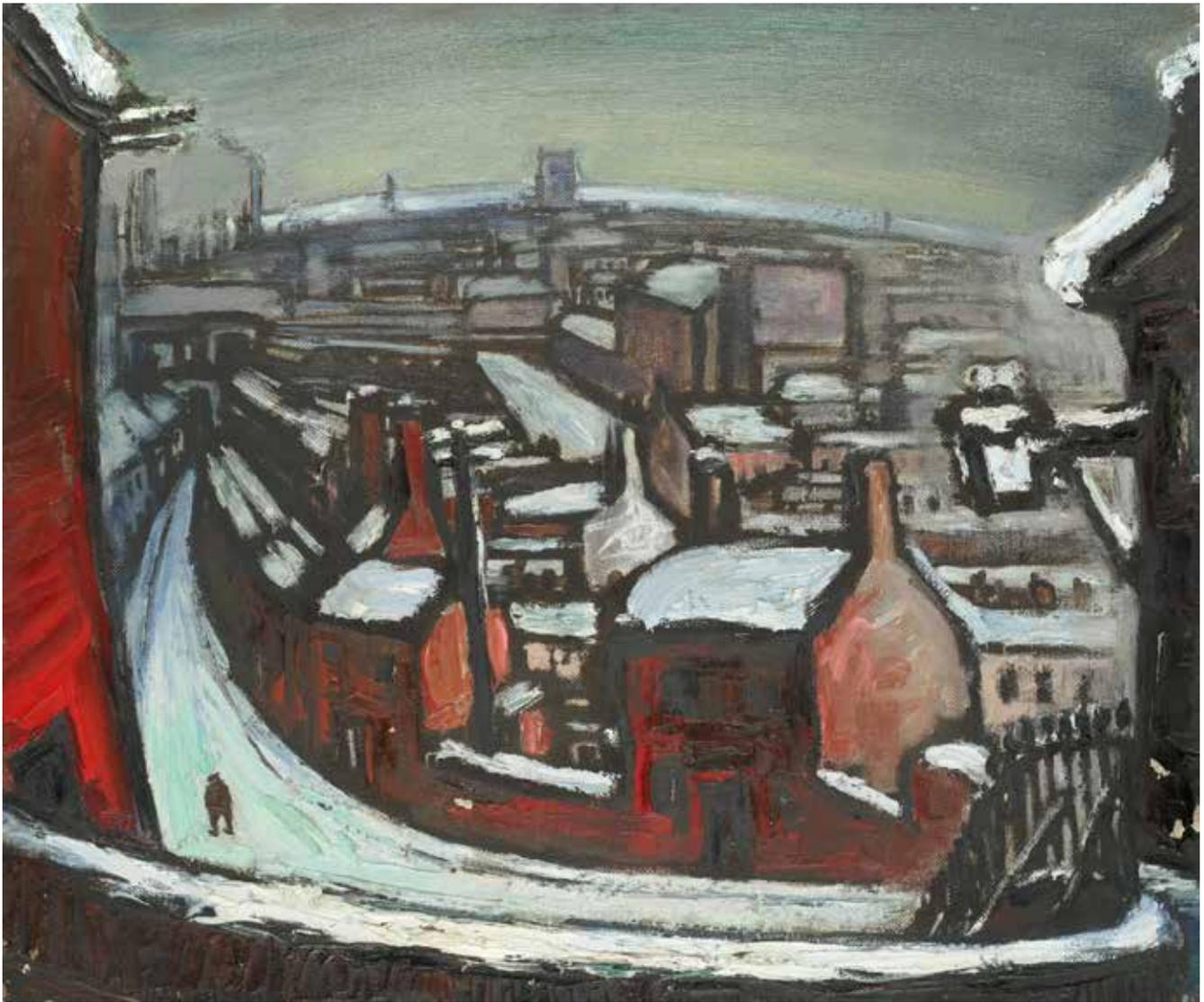
138

138 AR

ALISTAIR GRANT (BRITISH, 1925-1997)

Industrial Landscape
signed 'A. Grant' (lower right)
oil on canvas
61 x 76cm (24 x 29 15/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500



139

139 AR

THEODORE MAJOR (BRITISH, 1908-1999)

Snow at Wigan

signed and titled 'SNOW AT WIGAN/BY/THEODORE MAJOR/
MAJOR' (on board verso)

oil on board

64 x 76cm (25 3/16 x 29 15/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Acquired from the Artist's daughter by the present owner in 2001

Exhibited

London, South London Art Gallery, Art Exhibitions Bureau, *Looking Forward*, 18 April-5 May 1956, cat.no.71



140

140 AR

BRIAN SHIELDS (BRAAQ) (BRITISH, 1951-1997)

School Playground
signed 'braaq' (lower right)
pastel and pencil
19.5 x 27cm (7 11/16 x 10 5/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

Gifted to the present owner *circa* 1984
Private Collection, U.K.



141

141 AR

BRIAN SHIELDS (BRAAQ) (BRITISH, 1951-1997)

Children Playing in the Snow
signed 'Braaq "ANN"' (lower left)
oil on board
46 x 60.5cm (18 1/8 x 23 13/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400



142

142 AR

BRIAN SHIELDS (BRAAQ) (BRITISH, 1951-1997)

Town Scene with Children's Playground
signed and inscribed 'braaq "ANN"' (lower left); further signed 'braaq'
(on canvas verso)

oil on canvas

77 x 102.5cm (30 5/16 x 40 3/8in).

£15,000 - 25,000

€17,000 - 28,000

US\$19,000 - 32,000

PROPERTY FROM THE ESTATE OF THE LATE SYLVIA GRAUCOB



143

143 AR

RUSKIN SPEAR R.A. (BRITISH, 1911-1990)

Mrs Haddon
signed 'Ruskin Spear' (lower right)
oil on canvas
64 x 52cm (25 3/16 x 20 1/2in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Royal Academy of Arts, London, where acquired by Sylvia Graucob, August 1980

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 1980, cat. no.672

Please note this lot is accompanied by letters from the Artist, who describes the painting thus: 'About "Mrs Haddon". This had been her stage name - her name was Allen in fact. I painted the picture some years back, when I lived in the flat below her in Hammersmith. I believe she was related in some way to Stephenson the Rocket Man. But I don't know much about her- she was a marvellous old lady'.

144 AR

HAROLD RILEY (BRITISH, BORN 1934)

Schnauzer called Ronnie
signed and dated 'Riley '85' (lower right), inscribed 'For Sylvia' (lower left), further inscribed 'December 1973/Schnauzer called Ronnie/ Lived in Pendleton near/the croft Laundry- was/kind of disposition and/very affectionate to it's/owner. Had a piercing/bark that was disturbing' (upper right)
chalk and pencil
51 x 57cm (20 1/16 x 22 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist, from whom acquired directly by Sylvia Graucob



144



145

145 AR

HAROLD RILEY (BRITISH, BORN 1934)

View of Florence
signed and dated 'Riley 82' (lower right)
chalk, pastel and airbrush
55.5 x 81cm (21 7/8 x 31 7/8in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by Sylvia Graucob

146 AR

HAROLD RILEY (BRITISH, BORN 1934)

Parish Church of St Peter, Prestbury
signed and dated 'Riley '83' (lower right)
oil on canvasboard
58.5 x 74.5cm (23 1/16 x 29 5/16in).
together with two offset lithographs after the
painting, both printed in colours, 1983, on
wove, signed, dated and inscribed 'Artist's
Proof', artist's proofs aside from the edition
of 250, one from the special edition with
matching embossed and signed folio cover
(3)

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

The Artist, from whom acquired directly by
Sylvia Graucob

The present work was commissioned from
the Artist to commemorate the restoration of
the Parish Church of St Peter, Prestbury, in
1983.

147 AR

HAROLD RILEY (BRITISH, BORN 1934)

View of Manchester
signed and dated 'Riley 86' (lower right)
gouache and pencil over a photographic
base
29.5 x 43.5cm (11 5/8 x 17 1/8in).

£700 - 1,000
€790 - 1,100
US\$890 - 1,300

Provenance

The Artist, from whom acquired directly by
Sylvia Graucob



146 (one of three)



147



148

VARIOUS PROPERTIES

148 AR

GWILYM PRITCHARD (BRITISH, 1931-2015)

Storm - Penmon
signed 'GWILYM PRITCHARD' (lower left);
further signed 'Gwilym Pritchard' (on the
reverse of the frame) and titled 'Storm-
Penmon' (on Artist's label attached to the
reverse of the frame)
oil on board
61 x 122cm (24 x 48 1/16in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

Provenance

Acquired by the family of the present owner,
and thence by descent

149 AR

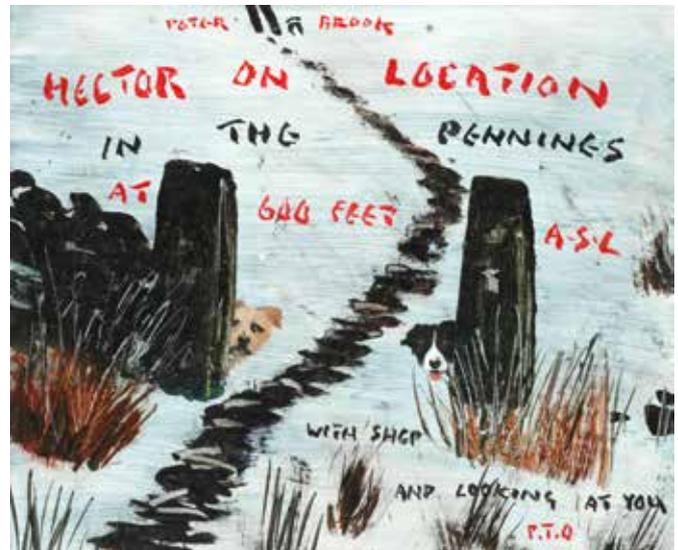
PETER BROOK (BRITISH, 1927-2009)

Hector on Location
signed 'PETER BROOK' (upper centre),
inscribed 'HECTOR ON LOCATION/IN THE
PENNINES/AT 600 FEET A.S.L./WITH SHEP/
AND LOOKING AT YOU/P.T.O.'; further
inscribed 'ONLY KIDDING!' (on board verso)
oil and sequins on board
19.5 x 22.5cm (7 11/16 x 8 7/8in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

The Artist, from whom acquired by the
previous owner
Acquired from the above by the present
owner
Private Collection, U.K.



149



150

150 AR

FRED UHLMAN (BRITISH, 1901-1985)

Welsh Chapel
signed 'UHLMAN' (lower left)
oil on board
48 x 61cm (18 7/8 x 24in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900



151

151^{AR}

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

Gwastadnant 1

oil on canvas

51 x 68.5cm (20 1/16 x 26 15/16in).

Painted *circa* the 1960s

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

With Piano Nobile, London, where acquired by the present owner

Private Collection



152

152 AR

JOHN PIPER C.H. (BRITISH, 1903-1992)

Willington Dovecote, Bedfordshire
inscribed 'Litho No 2. Black' (lower right)
charcoal and pen and ink on translucent
sheet

42 x 55cm (16 9/16 x 21 5/8in).

Executed circa 1978

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,400

Provenance

With The Curwen Studio, Cambridge
Acquired from the above by Goldmark
Gallery, Uppingham, July 2001, where
acquired by the present owner
Private Collection, U.K.

The present work is a preparatory study for
the lithograph of the same title, 1978, printed
by The Curwen Studio, London, published by
Christie's Contemporary Art and The National
Trust, in an edition of 120 (Orde Levinson,
*'Quality and Experiment': The Prints of John
Piper, A Catalogue Raisonné 1923-91*, Lund
Humphries, London, 1996, cat.no.286, (col.
ill. p.108)).

153 AR

JOHN PIPER C.H. (BRITISH, 1903-1992)

High Cross, Hampshire
ink, pen and ink, gouache and chalk on
translucent sheet

41 x 55cm (16 1/8 x 21 5/8in).

Executed circa 1978

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,400

Provenance

With The Curwen Studio, Cambridge
Acquired from the above by Goldmark
Gallery, Uppingham, July 2001
With Samuel Robson Fine Art Ltd, Oakham,
where acquired by the present owner
Private Collection, U.K.

The present work is a preparatory study for
the lithograph of the same title, 1978, printed
by The Curwen Studio, London, published
by Orde Levinson, in an edition of 75 (Orde
Levinson, *'Quality and Experiment': The
Prints of John Piper, A Catalogue Raisonné
1923-91*, Lund Humphries, London, 1996,
cat.no.284, (col.ill. p.108)).



153



154

154 * AR

JOHN PIPER C.H. (BRITISH, 1903-1992)

Garway, Herefordshire

signed 'John Piper' (lower right), titled and dated 'Garway/Heref 24 vii 73' (lower left)

gouache, pen and ink and acrylic
39 x 58.5cm (15 3/8 x 23 1/16in).

£5,000 - 8,000

€5,600 - 9,000

US\$6,400 - 10,000

Provenance

With The Everard Read Gallery, Johannesburg, where acquired by the present owner *circa* 1985
Private Collection, Canada



155

155 AR

JOHN PIPER C.H. (BRITISH, 1903-1992)

Turpault Castle, Quiberon
signed 'John Piper' (lower right) and
inscribed 'For Brian Vale/with good
wishes/1963' (lower left)
gouache, watercolour, oil pastel and pencil
20 x 30cm (7 7/8 x 11 13/16in).

Please note this lot is offered with copies of
letters from the Artist to Brian Vale.

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

The Artist, from whom acquired directly by
Brian Vale, 1 May 1963, and thence by
descent
Private Collection, U.K.

Brian Vale (1930-2008) was born in
Southsea, Portsmouth but aged 13 moved
with his family to live in Bradford, where he
attended Bradford Grammar School followed
by Bradford College of Art. After National
Service, he worked as a commercial artist
for the Leeds Printers, Petty. For the next 30
years he worked as a commercial artist for
The Telegraph and *The Argus* in Bradford
and became the newspaper's art critic and
writer in the 1950s and 60s. He wrote and
became friends with many major artists from
whom he either purchased or was given
works of art.



156

156 AR

JOHN PIPER C.H. (BRITISH, 1903-1992)

Sunflowers Outside Matha
signed 'John Piper' (lower right), titled and
indistinctly dated 'Sunflowers/ Outside Matha
IX-74' (lower left); further inscribed 'No 24
Sunflower field 1' (verso)
watercolour, gouache and ink
37 x 55cm (14 9/16 x 21 5/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

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



157

157^{AR}

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

Cirrus
signed, inscribed and dated 'John Tunnard/57/TRG 21' (upper right);
further signed, inscribed and dated 'CIRRUS/John Tunnard 57/
TRG.21.' (verso) and signed and inscribed again 'CIRRUS/TRG 21/
John Tunnard' (on the backboard)
gouache
38 x 56cm (14 15/16 x 22 1/16in).

£6,000 - 8,000
€6,700 - 9,000
US\$7,700 - 10,000

Provenance

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

Exhibited

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

Literature

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

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

PROPERTY FROM THE PATRICK HORSBRUGH COLLECTION

158^{AR TP}

JOHN PIPER C.H. (BRITISH, 1903-1992)

Harlaxton Manor II
signed 'John Piper' (lower right); further signed, titled and dated
'Harlaxton Manor/2/John Piper/1972' (verso)
oil on canvas laid on panel
122 x 152.5cm (48 1/16 x 60 1/16in).

£20,000 - 30,000

€22,000 - 34,000

US\$26,000 - 38,000

Provenance

With Marlborough Fine Art, London
Professor Patrick Horsbrugh, Esq.
Private Collection, U.K.

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

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

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

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



158



159



160

VARIOUS PROPERTIES

159 AR

WILLIAM SCOTT R.A. (BRITISH, 1913-1989)

Bleak Landscape
signed and dated 'W Scott 44' (lower right)
watercolour
17.5 x 37.5cm (6 7/8 x 14 3/4in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

The Artist, by whom gifted to Mr Arpad Elphar, by whom gifted to the present owner
Private Collection, U.K.

160 AR

JOHN WELLS (BRITISH, 1907-2000)

Untitled
dated '9.67.' and stamped with Artist's studio stamp 'J.C.S.W./ Studio' (lower right)
oil, pastel and pencil
25 x 35.5cm (9 13/16 x 14in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

161 AR

WINIFRED NICHOLSON (BRITISH, 1893-1981)

St John's Monastery, Patmos, Greece
oil on board
44.5 x 63.5cm (17 1/2 x 25in).

£5,000 - 7,000
€5,600 - 7,900
US\$6,400 - 8,900

Winifred Nicholson made numerous expeditions to Greece in the 1960s. She visited Patmos in 1963 and was clearly inspired by the island where St John wrote the book of revelation. She wrote home, 'We have just arrived in Athens from Patmos, which has a great feeling of John and which enables one to understand Revelation far better.' And in another letter describing the various places she had visited, 'But of course Patmos is the most magical of all you know.'

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

162

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Cornish Harbour
pencil
32 x 40.5cm (12 5/8 x 15 15/16in).

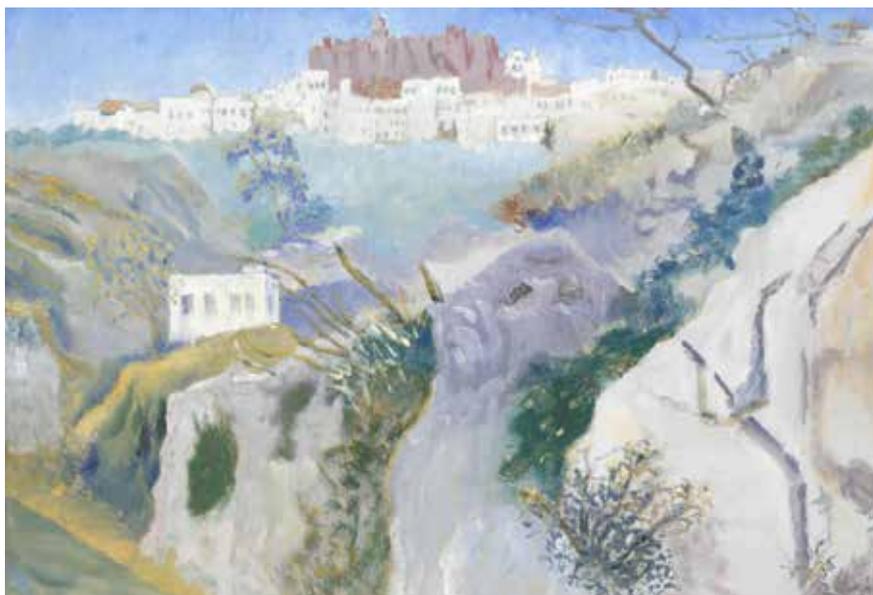
£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

With The Piccadilly Gallery, London, where acquired by Jock Kinneir, 30 December 1965, and thence by family descent

Exhibited

Farnham, Ashgate Gallery, 3-26 November 1964



161



162



163

163 * AR

FRED YATES (BRITISH, 1922-2008)

Brighton Pier
signed 'FRED YATES' (lower left)
oil on canvas
76 x 101cm (29 15/16 x 39 3/4in).

£2,500 - 3,000
€2,800 - 3,400
US\$3,200 - 3,800

Provenance

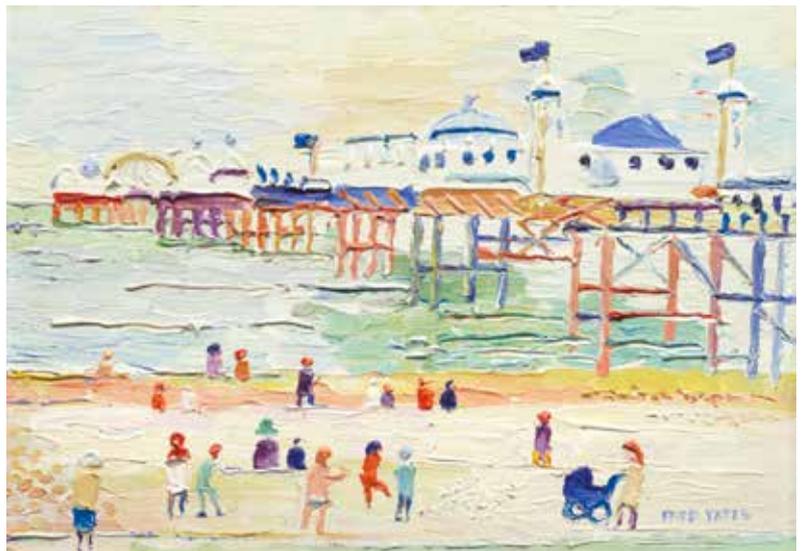
The Artist, from whom acquired directly by
the present owner
Private Collection, Canada

164 AR

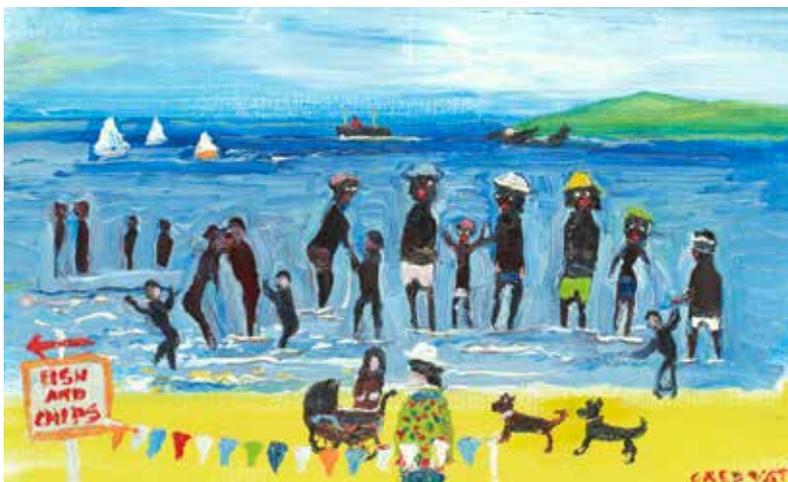
FRED YATES (BRITISH, 1922-2008)

Brighton
signed 'FRED YATES' (lower right)
oil on board
27 x 37.5cm (10 5/8 x 14 3/4in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600



164



165

165 AR

FRED YATES (BRITISH, 1922-2008)

Fish and Chips
signed 'FRED YATES' (lower right); stamped
twice with studio stamp (on canvas verso
and on stretcher bar)
oil on canvas
26 x 40cm (10 1/4 x 15 3/4in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

Provenance

The Artist's Studio Sale, Artcurial, Paris, 31
March 2014, lot 127, where acquired by the
present owner
Private Collection, U.K.

166 * AR

FRED YATES (BRITISH, 1922-2008)

The Garden Wall
signed 'YATES' (lower right)
oil on board
59.5 x 67.5cm (23 7/16 x 26 9/16in).

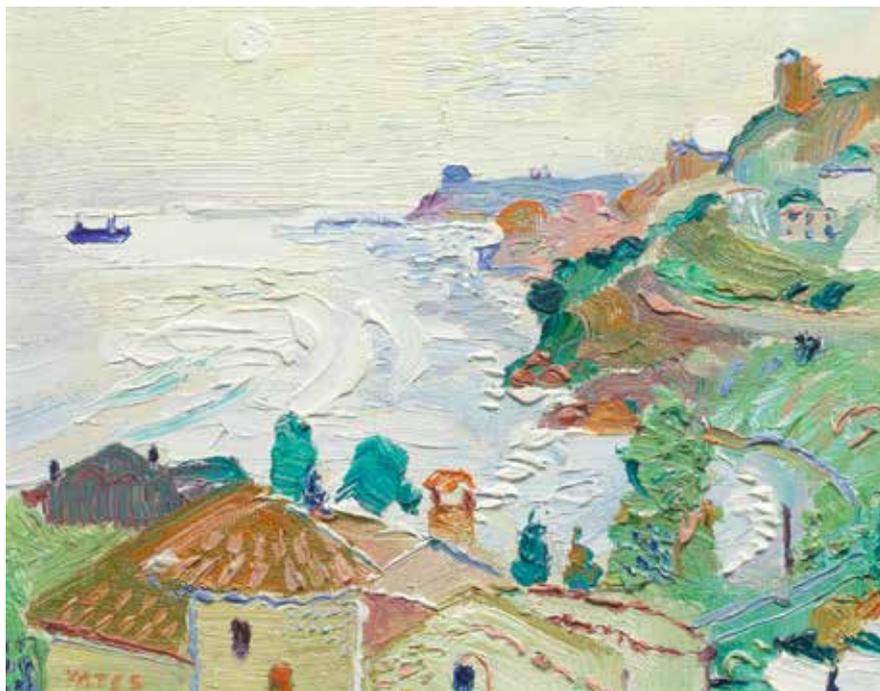
£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

The Artist, from whom acquired directly by
the present owner
Private Collection, Canada



166



167

167 AR

FRED YATES (BRITISH, 1922-2008)

Roquebrune
signed 'YATES' (lower left)
oil on board
19 x 24.5cm (7 1/2 x 9 5/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900



168

168 AR

SIMEON STAFFORD (BRITISH, BORN 1956)

St. Michael's Mount
signed 'SIMEON' (lower left); further signed and titled 'St Michaels
Mount SIMEON' (on stretcher bar)
oil on canvas
90 x 90cm (35 7/16 x 35 7/16in).
(unframed)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

169 AR

JENNY WHEATLEY R.W.S., N.E.A.C. (BRITISH, BORN 1959)

Across the Fields - Looking Towards St Agnes, Cornwall
signed 'Jenny Wheatley' (lower right)
watercolour and gouache
37.5 x 55.5cm (14 3/4 x 21 7/8in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

With Walker Galleries, Harrogate
Private Collection, U.K.

Exhibited

Harrogate, Walker Galleries, *Jenny Wheatley R.W.S., N.E.A.C.*, 17
April-24 April 2010, cat.no.15



169



170

170 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

Figure and Rocks, Iona No. 2
signed with initials 'DMc' (lower left)
acrylic on card
20 x 28cm (7 7/8 x 11in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With Fosse Gallery, Gloucestershire, where acquired by the family of
the present owner, and thence by descent

171 AR

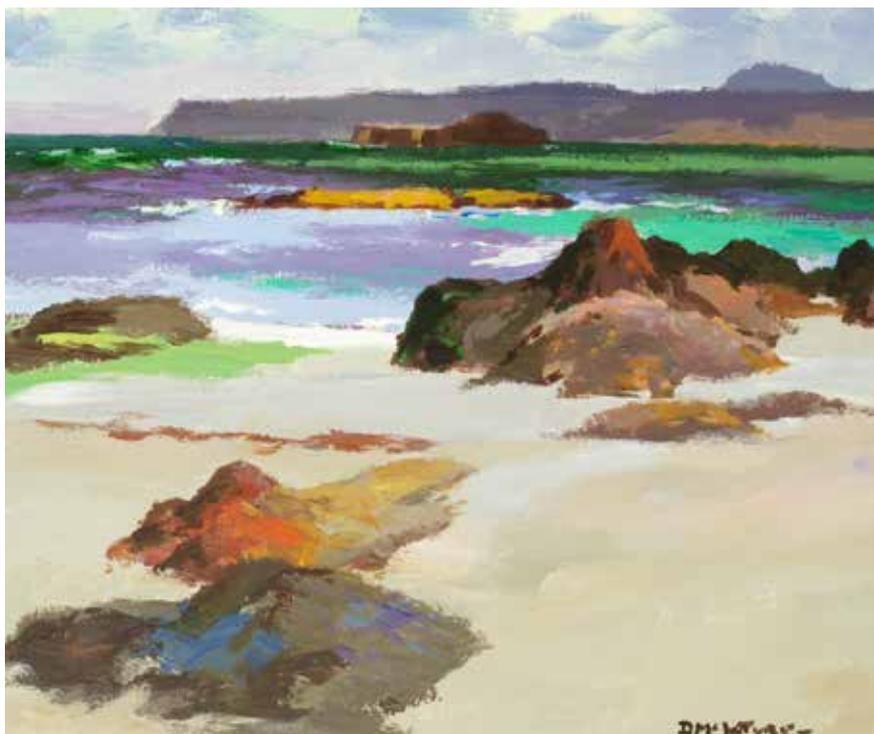
DONALD MCINTYRE (BRITISH, 1923-2009)

Ben More From Iona
signed 'D McIntYRE-' (lower right)
acrylic on card
50.5 x 60cm (19 7/8 x 23 5/8in).

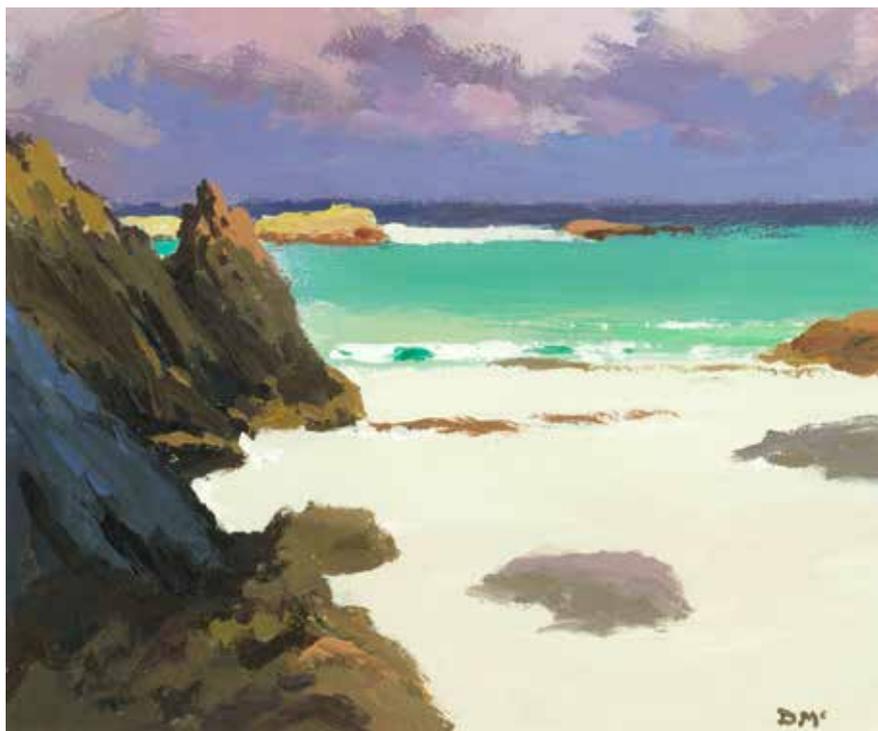
£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

With Ffin Y Parc, Conwy
Private Collection, U.K.



171



172

172 AR

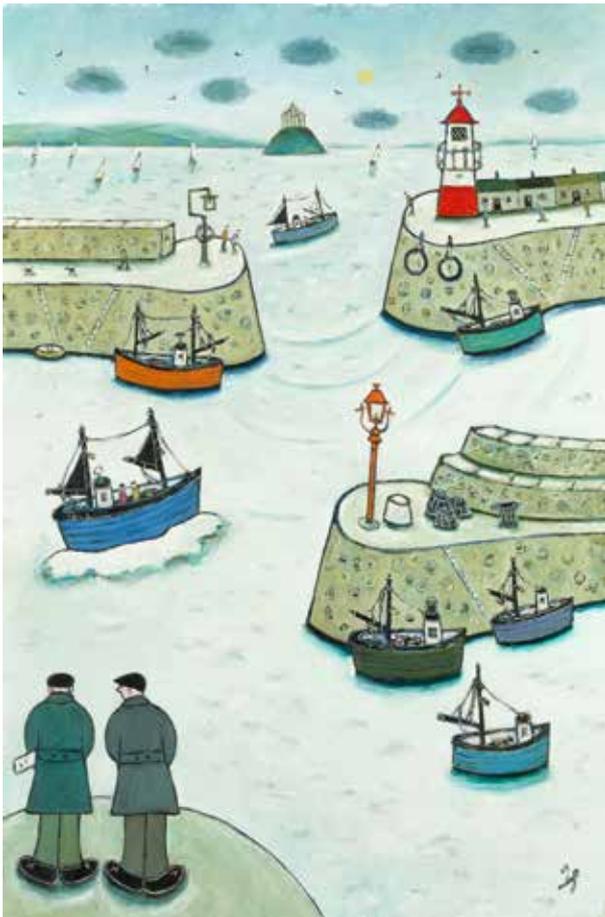
DONALD MCINTYRE (BRITISH, 1923-2009)

Dark Sky, Iona No. 3
signed with initials 'DMc' (lower right)
acrylic on card
36 x 44cm (14 3/16 x 17 5/16in).

£2,500 - 3,500
€2,800 - 3,900
US\$3,200 - 4,500

Provenance

With Ffin Y Parc, Conwy
Private Collection, U.K.



173

174

ROBERT HARDY (BRITISH, BORN 1952)

Everyday People
 signed 'HARDY' (lower right), titled 'everyday people' (upper centre);
 further signed and titled 'HARDY'/'EVERYDAY/PEOPLE' and
 stamped with Artist's stamp (on canvas verso); further stamped twice
 with Artist's stamp (on stretcher bar)
 oil on canvas
 122 x 91cm (48 1/16 x 35 13/16in).
 (unframed)

£2,500 - 3,500
 €2,800 - 3,900
 US\$3,200 - 4,500

173 * AR

JOAN GILLCHREST (BRITISH, 1918-2008)

Newlyn Harbour
 signed with initials 'JG' (lower right)
 oil on board
 65 x 44cm (25 9/16 x 17 5/16in).

£3,000 - 5,000
 €3,400 - 5,600
 US\$3,800 - 6,400

Provenance

With Beside The Wave, Cornwall, where acquired by the present
 owner
 Private Collection, Canada



174



175

175 AR

BERYL COOK (BRITISH, 1926-2008)

Chicken Suits

signed 'B. Cook' (lower right)

oil on board

47 x 59.5cm (18 1/2 x 23 7/16in).

Painted in 1985

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

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

176 * AR

BERYL COOK (BRITISH, 1926-2008)

The Corselet
signed 'B. Cook' (lower right)
oil on board
90 x 54.5cm (35 7/16 x 21 7/16in).

£18,000 - 25,000

€20,000 - 28,000

US\$23,000 - 32,000

Provenance

With The Portal Gallery, London, where acquired by the present
owner
Private Collection, Canada





177 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Forever Cherished
signed with initials 'SEVD' (lower right)
oil on board
45.5 x 31.5 cm (17 15/16 x 12 3/8in).

£5,000 - 7,000
€5,600 - 7,900
US\$6,400 - 8,900

Provenance

With Thompson's Gallery, Aldeburgh, where
acquired by the present owner
Private Collection, U.K.

177

178 AR

TOBY WARD N.E.A.C. (BRITISH, BORN 1965)

Tour de France
signed 'Toby Ward' (lower right)
oil on canvas
63 x 101.5cm (24 13/16 x 39 15/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900



178



179

179^{AR}

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Poppy Field
signed with initials 'SEVD' (lower right)
oil on board
44.5 x 63cm (17 1/2 x 24 13/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,900 - 13,000



180

180^{AR}

PHILIP SUTTON R.A. (BRITISH, BORN 1928)

Jacob in the Garden
signed, titled and dated "JACOB IN THE GARDEN"/1973/Philip Sutton' (on canvas verso); further signed and inscribed with Artist's address 'PHILIP SUTTON/10 Soudan Rd./LONDON S.W.11.' (on stretcher bar)
oil on canvas
127 x 126cm (50 x 49 5/8in).
(unframed)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist, from whom acquired directly by the present owner,
September 1973
Private Collection, U.K.

181^{AR}

ROY FREER N.E.A.C., R.I., R.O.I. (BRITISH, BORN 1938)

Couple Reading
signed 'ROY FREER' (lower right)
oil and pencil on board
61 x 56cm (24 x 22 1/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900



181



182

182^{AR}

CLIFFORD HALL (BRITISH, 1904-1973)

Red Settee
signed 'Clifford Hall' (lower right)
oil on board
60.5 x 45cm (23 13/16 x 17 11/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With John Noott Gallery, Broadway, where acquired by the present owner
Private Collection, U.K.



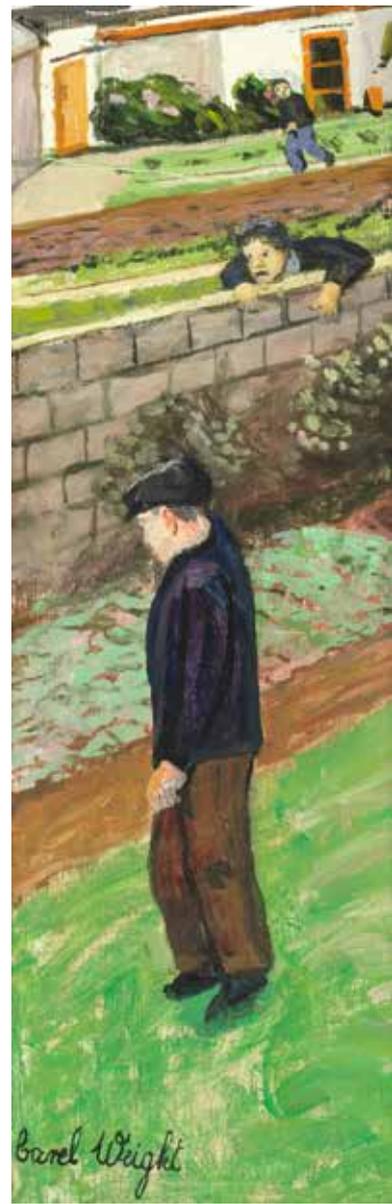
183

183 AR

JOHN BRATBY R.A. (BRITISH, 1928-1992)

Self-Portrait with Man
signed 'John BRATBY' (lower left), inscribed 'NOVA/KING' (upper
centre) and 'phrenetic' (upper right)
oil on canvas
111.5 x 86.5cm (43 7/8 x 34 1/16in).
(unframed)

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800



184

184 AR

CAREL WEIGHT R.A. (BRITISH, 1908-1997)

"What is it?"
signed 'Carel Weight' (lower left)
oil on board
46 x 15cm (18 1/8 x 5 7/8in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

Provenance

The Artist, from whom acquired by the family of the present owner,
15 February 1985, and thence by descent
Private Collection, U.K.



185 AR

**DENNIS SYRETT R.B.A., P.P.R.O.I.,
R.S.M.A. (BRITISH, BORN 1934)**

Ascot

signed and dated 'Dennis Syrett/2000' (lower right)

oil on canvas

89.5 x 75cm (35 1/4 x 29 1/2in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,200 - 4,500

185

186 AR

**RICHARD PRICE R.O.I. (BRITISH, BORN
1962)**

Tête-à-Tête

signed 'Richard Price' (lower right)

oil on canvasboard

34.5 x 24cm (13 9/16 x 9 7/16in).

together with a further oil painting, 'Through
the Looking Glass', by the same hand (2)

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500



186 (one of two)

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.

187 AR

PAMELA KAY R.W.S., R.B.A., N.E.A.C. (BRITISH, BORN 1939)

Still Life Cupboard with Marmalade
signed 'P. Kay' (lower right)
oil on canvas
91 x 76cm (35 13/16 x 29 15/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

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



187



188

188 AR

DAME ETHEL WALKER A.R.A., R.B.A., R.P., D.B.E. (BRITISH, 1861-1951)

Flowers in a Vase
signed 'Ethel Walker' (lower left)
oil on canvasboard
39.5 x 29cm (15 9/16 x 11 7/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

189 AR

JOHN YARDLEY (BRITISH, BORN 1933)

The Drawing Room
signed 'John Yardley' (lower left)
oil on board
46 x 61cm (18 1/8 x 24in).

£1,200 - 1,800

€1,300 - 2,000

US\$1,500 - 2,300



189



190

190^{AR}

MARY FEDDEN R.A. (BRITISH, 1915-2012)

Still Life with Cows Through a Window
signed and dated 'Fedden 1974' (lower left); inscribed 'For dear Jo + Michael/with inexpressible gratitude/+ love, Mary/February 26th 1974' (on Artist's label attached to backboard)
pencil, watercolour and gouache
74.5 x 54cm (29 5/16 x 21 1/4in).

£1,800 - 2,500
€2,000 - 2,800
US\$2,300 - 3,200

Provenance

The Artist, by whom gifted to the previous owner, 1974
With Bebb Fine Art, Shropshire, where acquired by the present owner
Private Collection, U.K.

191^{AR}

MARY FEDDEN R.A. (BRITISH, 1915-2012)

Reclining Woman
signed and dated 'Fedden 1982' (lower left)
gouache
15.5 x 21.5cm (6 1/8 x 8 7/16in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

With The Patricia Wells Gallery, Bristol
Acquired by the family of the present owner, and thence by descent
Private Collection, U.K.



191

192^{AR}

MARY FEDDEN R.A. (BRITISH, 1915-2012)

Still Life with Fruit and Butterfly
signed and dated 'Fedden '07' (lower left)
watercolour and gouache
22.5 x 16cm (8 7/8 x 6 5/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500



192

193^{AR}

MARY FEDDEN R.A. (BRITISH, 1915-2012)

The Black Horse 1; The Black Horse 2
one signed and dated 'Fedden 1982' (lower left); the other signed and dated 'Fedden 1982' (lower right)
both oil on canvas
30.5 x 40.5cm (12 x 15 15/16in).
(2)

£6,000 - 8,000
€6,700 - 9,000
US\$7,700 - 10,000

Provenance

With New Grafton Gallery, London, where acquired by Miss M I Craig, and thence by descent to the present owner
Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *Mary Fedden*, 15 April-5 May 1982, cat.nos.23 and 24



193



193



194

194^{AR}

KEN HOWARD R.A. (BRITISH, BORN 1932)

Day Lilies, St Clement's Hall Mousehole
signed 'Ken Howard' (lower right); titled 'Day Lilies/St Clements Hall
Mousehole' (on stretcher verso)

oil on canvas

40.5 x 30cm (15 15/16 x 11 13/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 3,800

Provenance

With Richard Green, London

Private Collection, U.K.

195^{AR}

MARY FEDDEN R.A. (BRITISH, 1915-2012)

Jug by Moonlight

signed and dated 'Fedden 1984' (lower right); further signed and
titled 'Mary Fedden/Jug by Moon-light' (on label attached to the
reverse of the frame)

gouache

22 x 17.5cm (8 11/16 x 6 7/8in).

£1,500 - 2,000

€1,700 - 2,200

US\$1,900 - 2,600

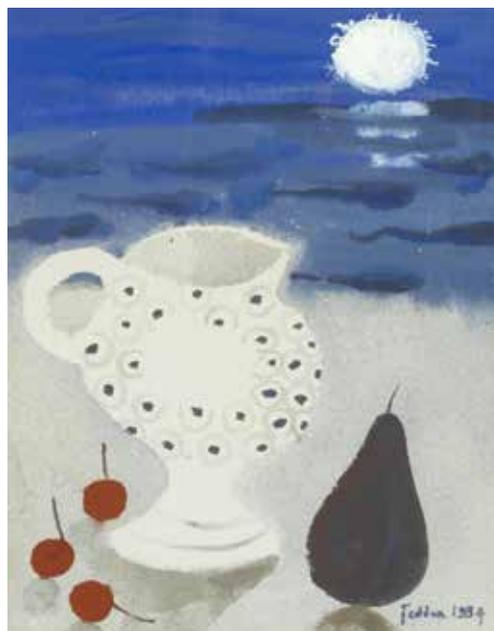
Provenance

With New Grafton Gallery, London, where acquired by the family of
the present owner, 8 April 1986

Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *Mary Fedden*, 9 April-3 May 1986 (ex.cat.)



195



196

196^{AR}

FREDERICK CUMING R.A., N.E.A.C. (BRITISH, BORN 1930)

Marsh Flowers

signed 'Cuming' (lower left)

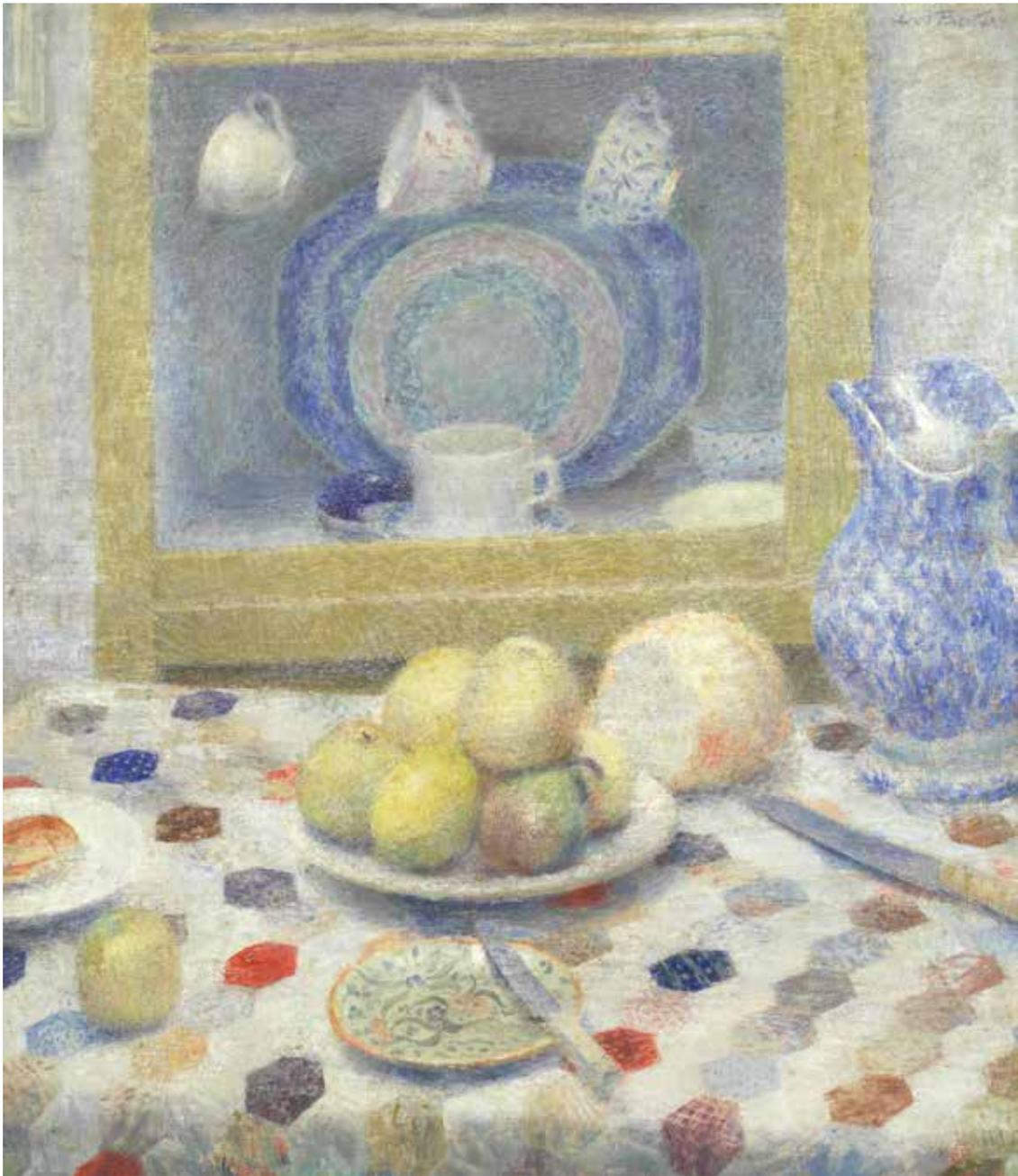
oil on board

26 x 20.5cm (10 1/4 x 8 1/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



197

197 * AR

DOD PROCTER R.A. (BRITISH, 1892-1972)

The Patchwork Tablecloth
signed 'Dod Procter' (upper right)
oil on board
65 x 56cm (25 9/16 x 22 1/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900

Provenance

The Artist
Thence by family descent
Private Collection, Australia

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.



198 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

Balcony Room, Rome
signed with initials 'BD' (lower left); titled and
dated 'BALCONY ROOM,/ROME/2-4-97/-4-
98' (on board verso)
oil on board
34.5 x 29cm (13 9/16 x 11 7/16in).

£1,500 - 2,000

€1,700 - 2,200

US\$1,900 - 2,600

Provenance

With The New Academy Gallery, London
Private Collection, U.K.

198

199 AR

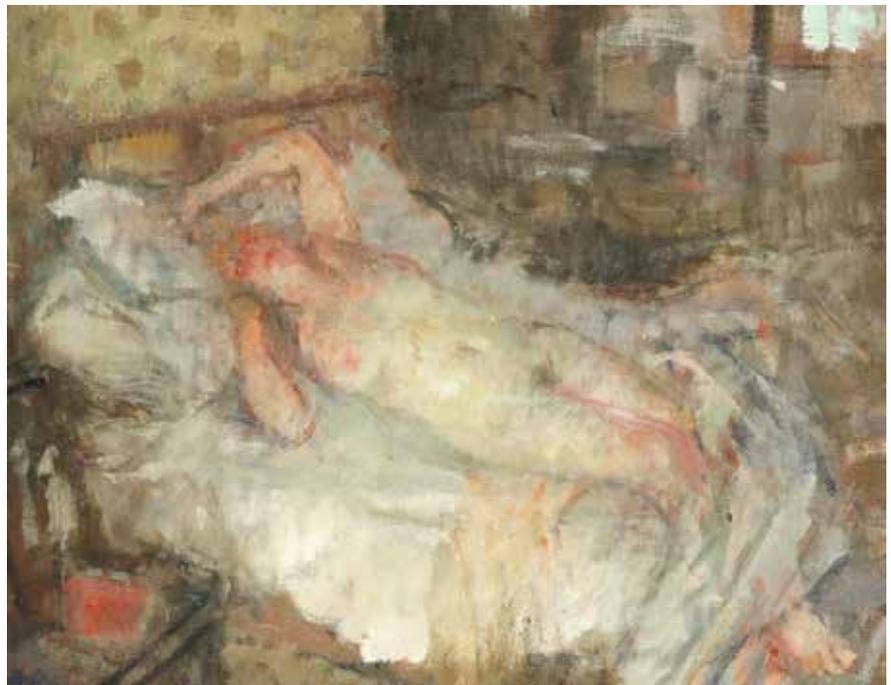
**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

Nude Waking II
signed with initials 'BD' (lower left); titled and
dated 'NUDE WAKING II/5.05/-7.05' (on
board verso)
oil on board
26 x 32cm (10 1/4 x 12 5/8in).

£1,800 - 2,500

€2,000 - 2,800

US\$2,300 - 3,200



199



200

200 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

The Bedroom

signed with initials 'BD' (lower left); further signed, titled and inscribed with Artist's address 'BERNARD DUNSTAN/17 Lichfield Road Kew Gardens/Surrey/THE BEDROOM' (on label attached to the reverse)
oil on board
40 x 46.5cm (15 3/4 x 18 5/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 3,800

201 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

Mother and Baby

signed with initials 'BD' (lower left); further signed and titled 'Bernard Dunstan/MOTHER AND BABY' (on Artist's label attached to the reverse)
oil on panel
15.5 x 22.5cm (6 1/8 x 8 7/8in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

With Roland, Browse & Delbanco, London

With Agnews, London

Private Collection, U.K.



201



202

202 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

Bathroom, Hotel Ala
signed with initials 'BD' (lower left); titled and
dated 'BATHROOM,/HOTEL ALA/02-3.03'
(on canvas verso)

oil on canvas

50.5 x 46cm (19 7/8 x 18 1/8in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 3,800

203 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

Open Bathroom Door
signed with initials 'BD' (lower right)

oil on board

24 x 24cm (9 7/16 x 9 7/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Sale; Christie's, South Kensington, 1 July
2004, lot 252

With Messum's, London

Private Collection, U.K.

Exhibited

London, Messum's, *British Impressions*,
2004



203

204 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

Interior Spring Morning
signed with initials 'BD' (lower left); titled and
dated INTERIOR/SPRING MORNING/3.06'
(on board verso)
oil on canvasboard
32 x 31.5cm (12 5/8 x 12 3/8in).

£1,500 - 2,000

€1,700 - 2,200

US\$1,900 - 2,600

205 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S. (BRITISH, 1920-2017)**

Interior Dark Morning I
signed with initials 'BD' (lower left)
oil on board
34.5 x 39cm (13 9/16 x 15 3/8in).

£1,800 - 2,500

€2,000 - 2,800

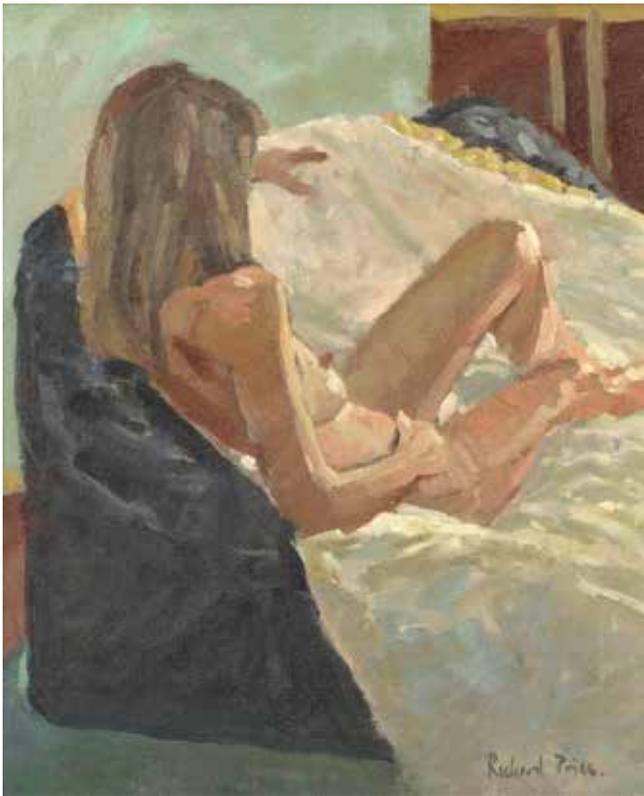
US\$2,300 - 3,200



204



205



206 AR

RICHARD PRICE R.O.I. (BRITISH, BORN 1962)

Seated Female Nude

signed 'Richard Price' (lower right)

oil on board

29.5 x 24.5cm (11 5/8 x 9 5/8in).

together with a further oil painting, 'The Show Girl', by the same hand (2)

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

207 AR

RICHARD PRICE R.O.I. (BRITISH, BORN 1962)

The Red Dress

signed 'Richard Price' (lower left)

oil on board

39.5 x 29.5cm (15 9/16 x 11 5/8in).

together with a further oil painting, 'Morning Reflection', by the same hand (2)

£600 - 800

€670 - 900

US\$770 - 1,000



206 (one of two)

207 (one of two)



208 AR

RICHARD PRICE R.O.I. (BRITISH, BORN 1962)

Within Without

signed 'Richard Price' (lower left)

oil on canvasboard

51.5 x 26cm (20 1/4 x 10 1/4in).

£500 - 700

€560 - 790

US\$640 - 890

208

209 AR

**BERNARD DUNSTAN R.A., R.W.A.,
N.E.A.C., H.P.S.
(BRITISH, 1920-2017)**

The Green Bedroom
signed with initials 'BD' (lower left)
oil on board
27 x 27.5cm (10 5/8 x 10 13/16in).
Painted in 1965-6

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

Provenance

With New Art Centre, London
Private Collection, U.K.



209



210

210 AR

**KEN HOWARD R.A. (BRITISH, BORN
1932)**

Nude in Black Stockings
signed 'Ken Howard.' (lower right)
oil on canvas
24.5 x 19.5cm (9 5/8 x 7 11/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

With Many Igel Fine Arts, London
Private Collection, U.K.

Paintings by Heather Copley & Christopher Chamberlain

Heather Copley and Christopher 'Chimp' Chamberlain led closely intertwined artistic lives. They were both born in 1918, Copley hailing from Staffordshire and Chamberlain from Sussex, and met while studying at Clapham School of Art, going on to marry shortly afterwards in 1940. It would not have been unconventional for Copley to have subsumed her career to her husband's, prioritising family life, but each then went on to study at the Royal College of Art, London, and later turned to teaching to support their careers, Copley at Central Saint Martins and Chamberlain at Camberwell School of Arts & Crafts. Both artists exhibited extensively at the Royal Academy of Arts Summer Exhibitions, and Chamberlain had his first solo show at the Trafford Gallery, London in 1953.

Artistically, there is a symbiosis in their painting styles, a measured application of paint and muted palette standing out as hallmarks of their work, with each also choosing similar subjects. Living in Fulham and Chelsea, the surrounding neighbourhood provided inspiration for each artist, as can be seen in Chamberlain's *Rising Sun Pub at Night, Stamford*

Bridge (lot 212) and *Avalon Road* (lot 211) – a similar work, *The Dangerous Corner*, is in the collection of the Tate, London – with Copley also choosing subjects from Chelsea and Fulham. There is a spare and stylish quality to each painter's portraits too; working in flat areas of colour, each tone carefully demarcated from the next, Chamberlain's *Heather in Red Top* (Private Collection, London) provides a brighter pendant to Copley's *Greta (Girl in Green Cardigan)* (lot 214), each similar in three-quarter profile pose, title and plain grey background. Comparisons may be drawn to both William Coldstream and Euan Uglow, and indeed the couple counted the latter among their circle of artistic friends.

Whilst parallels can be drawn in their individual paintings, both also worked independently and collaboratively on book illustrations, with joint commissions including Ernest Walter Martin's *A Wanderer in the West Country* (Phoenix House, London, 1951), and Eric Samuel De Mare's *London's River: The Story of a City* (Bodley Head, London, 1972).



211 AR

CHRISTOPHER CHAMBERLAIN (BRITISH, 1918-1984)

Avalon Road

signed and dated 'C. Chamberlain. 63.' (lower left); further signed and inscribed with Artist's address 'C.CHAMBERLAIN 43 EDITH GROVE. SW.10' (on the reverse of the frame), titled 'AVALON ROAD' (on board verso)

oil on board

106.5 x 85cm (41 15/16 x 33 7/16in).

£1,200 - 1,800

€1,300 - 2,000

US\$1,500 - 2,300

Provenance

The Estate of the Artist

211

212^{AR}

**CHRISTOPHER CHAMBERLAIN
(BRITISH, 1918-1984)**

Rising Sun Pub at Night, Stamford Bridge
oil on board
50.5 x 76cm (19 7/8 x 29 15/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance
The Estate of the Artist



212



213

213^{AR}

HEATHER COPLEY (BRITISH, 1918-2001)

Purple Begonia on Dining Table
signed and dated 'HEATHER COPLEY/1959'
(lower right); further signed and titled
'HEATHER COPLEY NO. 3 PURPLE
BEGONIA' (on board verso)
oil on board
75 x 101.5cm (29 1/2 x 39 15/16in).
(unframed)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance
The Estate of the Artist

214^{AR}

HEATHER COPLEY (BRITISH, 1918-2001)

Greta (Girl in Green Cardigan)
signed and dated 'Heather Copley/59' (lower
right)
oil on board
61 x 51cm (24 x 20 1/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance
The Estate of the Artist



214



215

215 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Figure from Behind
signed and dated 'Keith Vaughan, 59.' (lower
right)
pencil
24 x 17.5cm (9 7/16 x 6 7/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Please see catalogue note at bonhams.com

216 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Two Men
inscribed 'Conte' (upper right)
pencil
24 x 16.5cm (9 7/16 x 6 1/2in).
Executed circa 1975

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Vaughan was a life-long admirer of the poems of Arthur Rimbaud and produced several drawings and gouaches based on them. This late drawing (c.1975) is inspired by 'Conte', a poem from Rimbaud's *Les Illuminations*:

'A Genie appeared, of ineffable even shameful beauty. From his face and bearing issued the promise of a multiple complex



216

217 AR

JOHN MINTON (BRITISH, 1917-1957)

Colour Separation
pen and ink
37 x 26cm (14 9/16 x 10 1/4in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

Sale; Christie's, South Kensington, 3 December 2003, lot 785 (part lot)
With Sally Hunter Fine Art, London, where acquired by the present owner, 12 September 2007
Private Collection, U.K.

218 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Study of a Man
pencil
14.5 x 16cm (5 11/16 x 6 5/16in).
Executed circa the mid-1950s

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

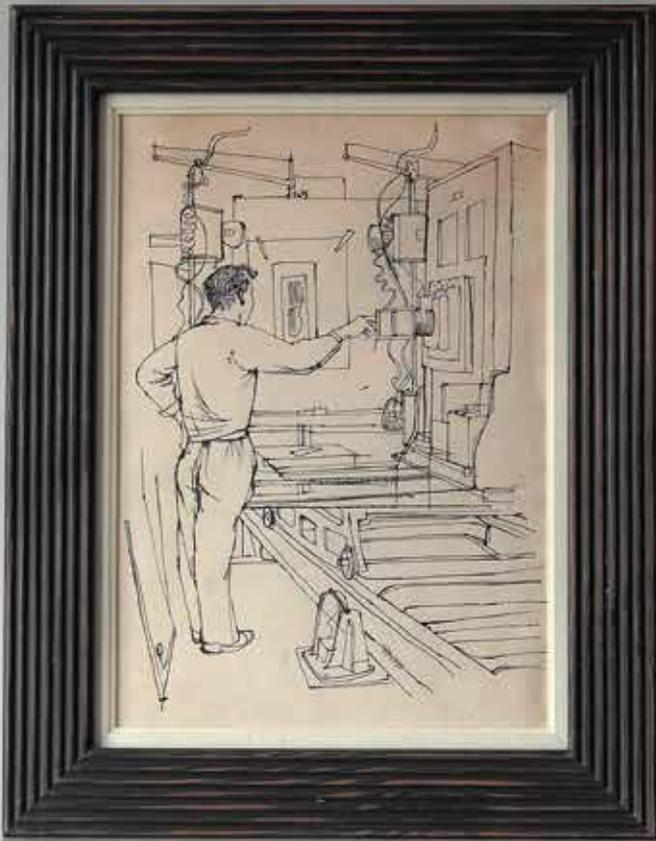
With Agnews, London

love, an unspeakable even unendurable happiness! The Prince and the Genie annihilated each other probably through innate power. How could they have helped dying of it? So, as one, they died.

Yet the Prince passed away in his palace, at the customary age. The Prince was the Genie. The Genie was the Prince.'

Vaughan's late drawings give voice to what John Ball described as 'Keith's complex sexuality and his refined artistic vision. They are wonderfully evocative and masterfully concise. For me they're some of the finest things that Keith produced - distilled rather like Beethoven's late quartets or Eliot's best poems - seemingly effortless yet packed with significance. There's such an economy of means - a few lines express an entire biography or a complex persona. Keith drew to work out his passions and make his emotional requirements concrete. Most are terribly personal and so very moving in their honesty; they're concerned with basic and often brutal human truths and examine complicated inter-relationships - what more can one ask of an artist?' (Professor John Ball from *Keith Vaughan: Gouaches, Drawings and Prints*, Gerard Hastings, Osborne Samuel, 2011).

We are grateful to Gerard Hastings, whose forthcoming study on the book illustrations and graphic art of Keith Vaughan will be published next year, for compiling this catalogue entry.



217



218



219

219 AR

AUSTIN WRIGHT (BRITISH, 1911-1997)

Conversation

lead

24cm (9 7/16in) high (excluding base)

Conceived in 1956

The present work is accompanied by the original purchase receipt from Roland, Browse & Delbanco.

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,400

Provenance

With Roland, Browse & Delbanco, London, where acquired by David Carr Esq., 21 September 1956, and thence by descent to the present owner

Exhibited

London, Roland, Browse & Delbanco, *Exhibition of works by Philip Sutton and Austin Wright*, September-October 1956, cat.no.8

Literature

James Hamilton, *The Sculpture of Austin Wright*, The Henry Moore Foundation in Association with Lund Humphries, London, 1994, cat.no.S88, (ill.b&w p.86)



220

221 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Prospect From a Window
stamped with studio stamp 'K.V.' (lower right)

pencil

26 x 19cm (10 1/4 x 7 1/2in).

Executed circa the mid-1950s

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

With Goldmark Gallery, Uppingham, where acquired by the present owner, 7 August 2005
Private Collection, U.K.



221

220^R

KEITH VAUGHAN (BRITISH, 1912-1977)

Bathing Figures

pencil

28.5 x 22cm (11 1/4 x 8 11/16in).

Executed circa 1948-9

£1,500 - 2,000

€1,700 - 2,200

US\$1,900 - 2,600

Provenance

With Austin/Desmond Fine Art, London

Between 1947 and 1949 Vaughan produced several oil paintings depicting beaches, bathers and figures in woodland rivers (see *Two Figures on the Beach*, 1947; *Bather Beneath a Branch*, 1947; *Pear Tree Bathers*, 1948; *Water, Trees and Figures*, 1948 and *The Lake with Bathers* 1949). This sheet of studies is typical of his preparatory work at that time.

We are grateful to Gerard Hastings, whose forthcoming study on the book illustrations and graphic art of Keith Vaughan will be published next year, for compiling this catalogue entry.



222

222^{AR}

KEITH VAUGHAN (BRITISH, 1912-1977)

Figures and Boat Forms

pencil

36.5 x 26cm (14 3/8 x 10 1/4in).

Executed circa 1948-9

£1,500 - 2,000

€1,700 - 2,200

US\$1,900 - 2,600

Provenance

With Austin/Desmond Fine Art, London

This sheet of drawings relates to two paintings that Vaughan made in 1948: *Lagoon with Bathers* and *Lagoon with Figures on a Boat (Punt)*. It was his habit to work out his compositional arrangement ahead of applying paint to canvas. Here Vaughan is experimenting with figures and boat forms.

We are grateful to Gerard Hastings, whose forthcoming study on the book illustrations and graphic art of Keith Vaughan will be published next year, for compiling this catalogue entry.

223 AR

DAVID TINDLE, R.A. (BRITISH, BORN 1932)

Artist and Model
signed with monogram (lower left)
oil on canvas
39.5 x 54.5cm (15 9/16 x 21 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

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



223



224

224 AR

JOHN MINTON (BRITISH, 1917-1957)

Portrait of David Tindle
pencil
37.5 x 27.5cm (14 3/4 x 10 13/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

With Goldmark Gallery, Uppingham
Private Collection, U.K.



225

225 AR

GRAHAM SUTHERLAND O.M. (BRITISH, 1903-1980)

Study for *Field of Rocks, With a Candle*
signed with initials 'GS' (lower right)
pen and ink, ink wash and pencil
39 x 32.5cm (15 3/8 x 12 13/16in).

£5,000 - 7,000
€5,600 - 7,900
US\$6,400 - 8,900

Provenance

With Gallery Artis, Monte-Carlo
With Grob Gallery, London
Sale; Christie's, London, 9 November 1990, lot 269, where acquired
by the present owner
Private Collection, U.K.

The present work is a preparatory study for the etching and aquatint
of the same title, 1974, of an edition of 50, printed by Valter and
Eleonora Rossi, Rome, and published by XII Campiello Prize, Venice
(please see Roberto Tassi, *Graham Sutherland: Complete Graphic
Work*, Thames and Hudson, London, 1978, cat.no.142, (ill.b&w)).



226

226 AR

GRAHAM SUTHERLAND O.M. (BRITISH, 1903-1980)

Study for *Hatching I*
signed with initials and dated 'GS 77' (upper right)
pen and ink, ink wash, gouache and pencil
38.5 x 31cm (15 3/16 x 12 3/16in).
together with a print for which the present work is the original
drawing, *Hatching I*, etching with aquatint printed in colours,
1977, on wove, signed and inscribed 'HC 5/20' in pencil, an hors
commerce impression aside from the numbered edition of 80, printed
by 2RC Studio, Rome, and co-published by Marlborough Fine
Art Ltd, London and 2RC Editrice, Rome, with full margins, 400 x
315mm (15 3/4 x 12 3/8in) (PL)
(2)

£4,000 - 6,000
€4,500 - 6,700
US\$5,100 - 7,700

Provenance

Sale; Christie's, London, 25 September 1992, lot 146, where
acquired by the present owner (Study for *Hatching I*)
With Marlborough Graphics, London, where acquired by the present
owner, 28 May 2004 (*Hatching I*)
Private Collection, U.K.

Literature

Roberto Tassi, *Graham Sutherland: Complete Graphic Work*, Thames
and Hudson, London, 1978, cat.no.180, (col.ill., *Hatching I*)



226

227 AR

MICHAEL AYRTON (BRITISH, 1921-1975)

Turning Maze Figure
stamped '4/9' (on base)
bronze with a dark brown patina
23cm (9 1/16in) high (excluding base)
Conceived in 1966

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

With Sevenarts Ltd, London, where acquired by the family of the
present owner in 1966, and thence by descent
Private Collection, U.K.



227

228

228^{AR}

GRAHAM SUTHERLAND O.M. (BRITISH, 1903-1980)

Green Tree Forms
signed and dated 'Sutherland/1978' (lower right)
watercolour, gouache, ink and pencil
33.5 x 34.5cm (13 3/16 x 13 9/16in).

£7,000 - 10,000

€7,900 - 11,000

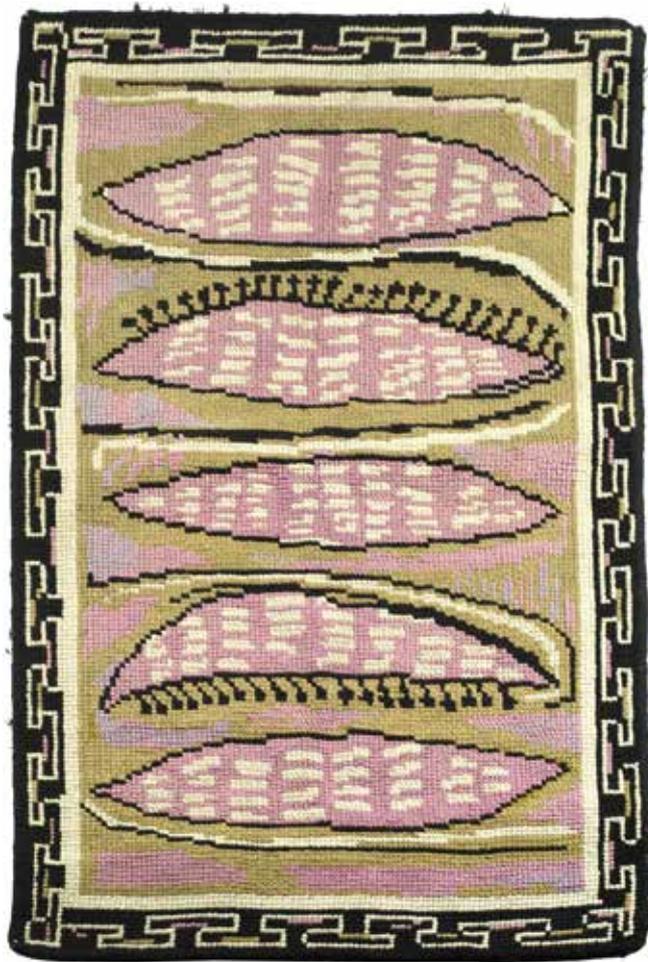
US\$8,900 - 13,000

Provenance

With Crane Kalman Gallery, London, where acquired by the family of the present owner, 20 June 1980, and thence by descent Private Collection, U.K.

Exhibited

London, Crane Kalman Gallery, *Graham Sutherland O.M. (1903-1980): A Retrospective*, 22 April-5 June 1999, cat.no.38
Kendal, Abbot Hall Art Gallery, *Exultant Strangeness: Graham Sutherland Landscapes*, 29 June-15 September 2013 un-numbered catalogue, (col.ill. p.59): this exhibition travelled to London, Crane Kalman Gallery, 26 September-16 November 2013



229^{AR}

KATHLEEN SUTHERLAND (BRITISH, 1905-1991)

Needlework Rug

mid 20th century, worked in thick polychrome wools on canvas, with colour combination of black, brown, purple, green and white, with stylised seed-pod motifs and narrow border
147.5 x 88cm (58 1/16 x 34 5/8in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

Gifted by the Artist to Gordon and Catherine Bennett, and thence by descent to the previous owner

Acquired from the above by the present owner

Private Collection, U.K.

Kathleen Sutherland (née Barry) met her future husband Graham Sutherland when they were both students at Goldsmiths College of Art, London, between 1921-6. They hadn't spoken a word to each other until their first meeting in July 1921, after Graham passed Kathleen a written invitation to accompany him to the Diaghilev ballet. They were to marry in 1927. The present lot is very similar to one of the group of three rugs by Kathleen Sutherland sold in The Evill/Frost Collection, Sotheby's, London, 16 June 2011, lot 132.

229

230^{AR}

GRACE PAILTHORPE (BRITISH, 1883-1971)

Untitled

oil on board

35.5 x 20.5cm (14 x 8 1/16in).

Painted circa 1938

£1,000 - 1,500

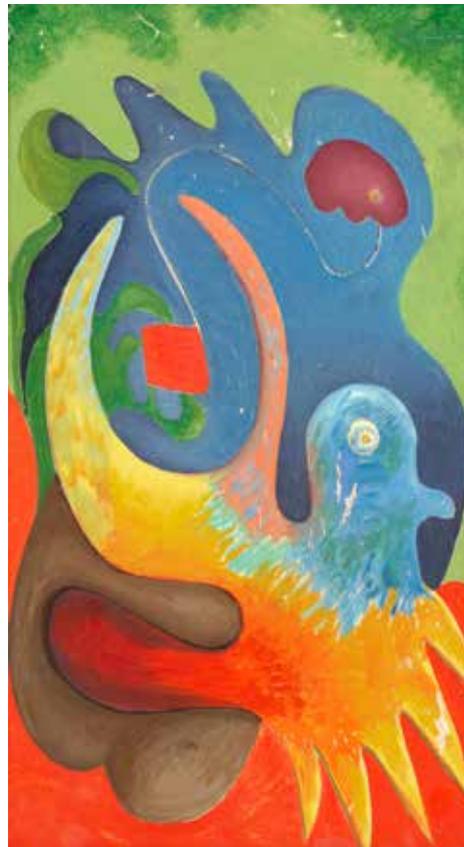
€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Sale; Bonhams, Knightsbridge, 22 January 2008, lot 128, where acquired by the present owner

Private Collection, U.K.



230

231 AR

LESLIE HURRY (BRITISH, 1909-1978)

The Gardener, Buntings
signed 'Leslie Hurry' (lower right)
watercolour and pen and ink
38 x 56.5cm (14 15/16 x 22 1/4in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

With The Mercury Gallery, London, where
acquired by the family of the present owner,
12 November 1969, and thence by descent
Private Collection, U.K.



231



232

232 AR

LESLIE HURRY (BRITISH, 1909-1978)

Giant Hemlock
watercolour, crayon, ink, coloured pencil,
ball-point pen and drypoint etching
48 x 55.5cm (18 7/8 x 21 7/8in).

£800 - 1,200

€900 - 1,300

US\$1,000 - 1,500

Provenance

With The Mercury Gallery, London, where
acquired by the family of the present owner,
12 November 1969, and thence by descent
Private Collection, U.K.



233

233 AR

RALPH BROWN R.A. (BRITISH, 1928-2013)

Cache-cache
signed with monogram and numbered
'10/10' (on back of head)
bronze with a green patina, on a marble
bench
53cm (20 7/8in) high
Conceived in 1983

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Exhibited

Bath, Beaux Arts, *Ralph Brown Sculptures in Bronze*, 1983, cat.no.12 (ill.b&w, another cast)
Leeds, Leeds City Art Gallery, The Henry Moore Centre for the Study of Sculpture, *Ralph Brown Sculpture and Drawings*, 21 July-18 September 1988, cat.no.51, (ill. p.56, another cast): this exhibition travelled to Coventry, Mead Gallery, University of Warwick Arts Centre, 1-29 October 1988

234 AR

RALPH BROWN R.A. (BRITISH, 1928-2013)

Girl Waking Maquette
stamped with monogram and numbered
'9•10' (on back of head)
bronze with a brown patina
67cm (26 3/8in) long
Conceived in 1981

£1,500 - 2,500
€1,700 - 2,800
US\$1,900 - 3,200

Exhibited

Possibly Bath, Beaux Arts, *Ralph Brown Sculptures in Bronze*, 1983, cat.no.15 (another cast)



234

235

RORY BRESLIN (IRISH, BORN 1963)

The Boru Mask
signed and inscribed 'BRESLIN/A.P' (at right
side)

bronze with a green patina

57cm (22 7/16in) high (excluding base)

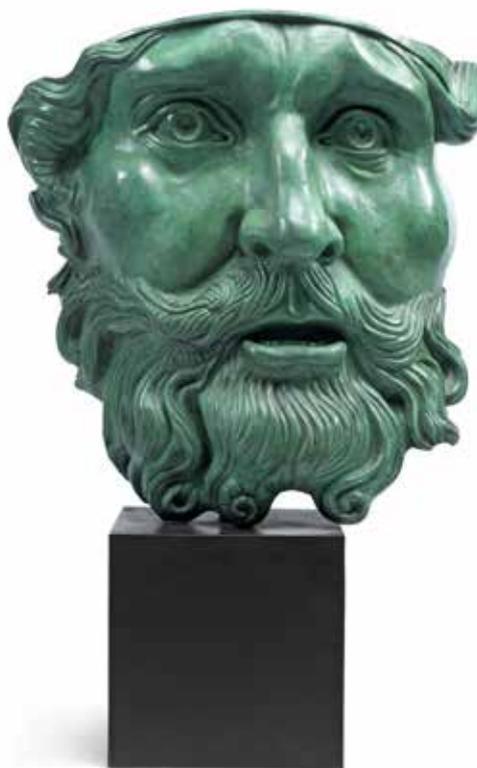
Conceived in 2014 and cast in 2018, the
present work is the Artist's Proof, aside from
the edition of 3

£4,000 - 6,000

€4,500 - 6,700

US\$5,100 - 7,700

The Boru Mask takes inspiration from the
stone depiction of the medieval king Brian
Boru by Edward Smyth, which guards the
East entrance of the Chapel Royal in Dublin
Castle. The crowned, expressive depiction
of Boru sits opposite that of St Patrick,
which underlines the high regard in which
the medieval king was held in the 19th
Century. The Chapel Royal was designed
by renowned architect Francis Johnston,
and was opened on Christmas Day 1814
by the King's representative in Ireland, Lord
Lieutenant Whitworth.



235



236

236 AR

**DAVID THOMPSON (BRITISH, BORN
1939)**

Diver

limestone

40.5cm (15 15/16in) long (excluding base)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

The Artist, from whom acquired directly by
the present owner
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer
Exhibition* (details untraced)

PROPERTY FROM THE ESTATE OF THE LATE SYLVIA GRAUCOB



237

237 ^{AR}

PHILIP JACKSON (BRITISH, BORN 1944)

Another Face Another Place
signed and numbered 'Jackson 1/8' and stamped with foundry mark
(on back of seat)
bronze with a black patina and polished bronze masks
40cm (15 3/4in) high
Conceived in 1995

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

The Artist, from whom acquired directly by Sylvia Graucob, 6 June 1995

238 ^{* AR}

PHILIP JACKSON (BRITISH, BORN 1944)

Winters Habit
signed and numbered '4/8 JACKSON' (on left edge of cloak)
bronze with a silver grey patina
51.5cm (20 1/4in) high (excluding base)
Conceived in 1998

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

Sylvia Graucob

239 ^{* AR}

PHILIP JACKSON (BRITISH, BORN 1944)

Donna Anna
signed and inscribed 'Jackson/AC', and stamped with foundry mark
(at bottom of cloak)
bronze with a black patina and polished bronze mask
51cm (20 1/16in) high
Conceived in 1991

£2,000 - 3,000
€2,200 - 3,400
US\$2,600 - 3,800

Provenance

The Artist, from whom acquired directly by Sylvia Graucob, 6 June 1995



238

VARIOUS PROPERTIES

240 ^{AR}

MICHAEL AYRTON (BRITISH, 1921-1975)

Mother & Child
signed, inscribed and dated 'For Margaret with/love./
Christmas/1949/Michael Ayrton/Nativity XVIII./11.11.49.' (lower right)
pen and ink and gouache
27.5 x 18.5cm (10 13/16 x 7 5/16in).

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

With Abbott and Holder, London, where acquired by the present owner
Private Collection, U.K.



240



239



241^{AR}
KEITH RICHARDSON-JONES (BRITISH, 1925-2005)

Untitled
 oil on canvas
 70.5 x 70.5cm (27 3/4 x 27 3/4in).
 (unframed)

£1,000 - 1,500
 €1,100 - 1,700
 US\$1,300 - 1,900

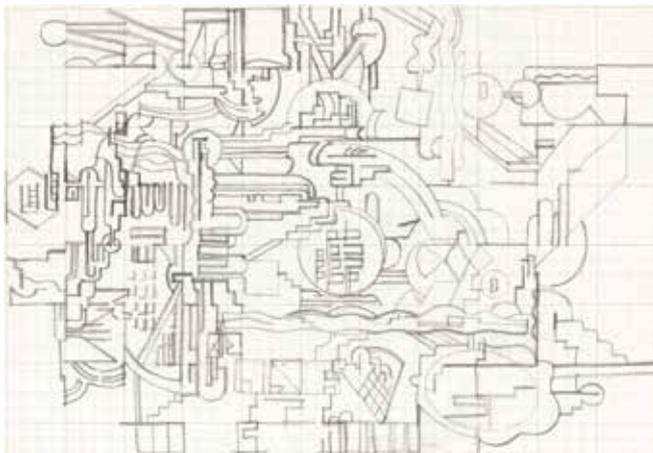
242^{AR}
SIR EDUARDO PAOLOZZI (BRITISH, 1924-2005)

Two Abstract Compositions
 pencil and crayon
 19.5 x 28.5cm (7 11/16 x 11 1/4in). each
 (unframed)
 (2)

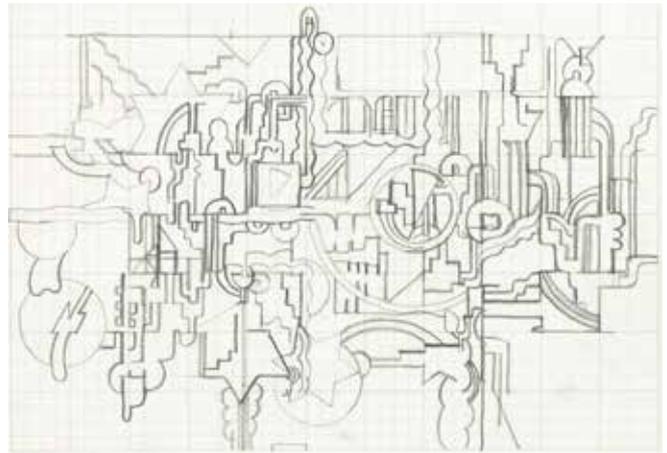
£1,000 - 1,500
 €1,100 - 1,700
 US\$1,300 - 1,900

Provenance
 The Artist, by whom gifted to the present owner

241



242



242



243

243^{AR}

PATRICK CAULFIELD (BRITISH, 1936-2005)

Untitled

household paint and silver paint on board

76 x 99cm (29 15/16 x 39in).

Painted circa 1959-60

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

The Artist, from whom acquired by

Private Collection, U.K.

Their sale; Bonhams, London, 28 May 2014, lot 112, where acquired

by the present owner

Private Collection, U.K.

The present lot is accompanied by copies of letters from Pauline Caulfield and Peter Ward, discussing the work.

Patrick Caulfield attended the Chelsea Collage of Art between 1956 and 1960. During this period the young Caulfield, like many of his fellow students, experimented with various approaches under a number of influences both domestic and international. Key amongst these were the New York School Painters whose work Caulfield had encountered at the Tate Gallery's 1959 exhibition, *The New American Painting*. Here Caulfield found a particular affinity with the paintings of Philip Guston, and his own work began to mimic that of this American titan. However, as his time at Chelsea came to an end, Caulfield's approach underwent a noticeable shift. He began to work in readily available materials such as household paints and masonite board to counterbalance increasingly academic underpinnings within his work. He adopted simplified imagery, suggestive of objects or iconography not dissimilar to that of his tutor Prunella Clough or Stuart Davis (whose work Caulfield had encountered at the Tate's 1956 exhibition, *Modern Art in the United States*).

This new approach may be considered as formative to the distinctive, flatly painted iconographic imagery, which was to become the lynchpin of his mature style. It may also be supposed that the ecclesiastic form suggested in the central component of *Untitled* is a precursor of a subject further explored in a group of works, painted in 1967, which include *Battlements* (Tate Gallery), *Stained Glass Window* (Musée National d'Histoire et d'Art, Luxembourg) and *Parish Church* (The Scottish National Gallery of Modern Art, Edinburgh).



244

244 AR

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

Footprints on Malekula (Jacket Design for the book by Margaret Gardiner)
 inscribed 'Footprints on Malekula/a memoir of Bernard Deacon/By Margaret Gardiner' (upper right and lower right)
 gouache, collage, pen and ink, crayon and pencil
 22 x 29cm (8 11/16 x 11 7/16in).
 Painted in 1987

£800 - 1,200
 €900 - 1,300
 US\$1,000 - 1,500

Provenance

With The Redfern Gallery, London, where acquired by the present owner, 28 June 1988
 Private Collection, U.K.

245 AR

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

Tree of Life
 signed and titled "Tree of life'/Terry Frost' (on card verso)
 acrylic on card
 31.5 x 22cm (12 3/8 x 8 11/16in).

£800 - 1,200
 €900 - 1,300
 US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by the present owner



245

246 AR

DAVID HEGARTY (BRITISH, BORN 1967)

An Unconscious Dilemma
 signed, titled and dated 'An Unconscious Dilemma 1998/David Hegarty' (on board verso)
 acrylic and charcoal on board
 54.5 x 60cm (21 7/16 x 23 5/8in).

£800 - 1,200
 €900 - 1,300
 US\$1,000 - 1,500

Provenance

The Artist, from whom acquired directly by the present owner in 1998
 Private Collection, U.K.



246



247

247 AR

WILLIAM GEAR (BRITISH, 1915-1997)

Garden Project

signed 'Gear' (lower right); further signed, titled and dated 'Gear FEB '83/"GARDEN PROJECT"' (on canvas verso)

oil on canvas

122 x 91.5cm (48 1/16 x 36in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900

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.



248

248^{AR}

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

Magic Lamp, No.24
signed, titled and dated 'Alan Davie/MAGIC LAMP/NO 24/NOV 73'
(verso); further titled 'MAGIC LAMP NO 24' (on the stretcher)
oil on canvas
76 x 101.5cm (29 15/16 x 39 15/16in).

£5,000 - 7,000
€5,600 - 7,900
US\$6,400 - 8,900

Provenance

With Gimpel Fils, London, March 1974, where acquired by
Jacques Bieler
With Gimpel Fils, London, 1990, where acquired by the present
owner
Private Collection, U.K.

Exhibited

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



249

249^{AR TP}

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

Eggs of the Magic Serpent No. 1

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

oil on canvas

122 x 152.5cm (48 1/16 x 60 1/16in).

£6,000 - 8,000

€6,700 - 9,000

US\$7,700 - 10,000

Provenance

With Gimpel Fils, London

With Galleria d'Arte R. Rotta, Geneva

Private Collection, Italy

Exhibited

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



250

250^{AR}

ROGER HILTON (BRITISH, 1911-1975)

Dinosaur
signed and dated 'Hilton/11.3.'73' (lower left)
gouache and pencil
31 x 43cm (12 3/16 x 16 15/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,100 - 7,700

Provenance

With The Orion Gallery, Penzance
Acquired by the family of the present owner
in St Ives, May 1974, and thence by descent
Private Collection, U.K.

251^{AR}

MAURICE COCKRILL R.A. (BRITISH, 1936-2013)

Mountain Zero
signed and dated 'Maurice Cockrill 2010'
and titled (on canvas verso)
acrylic on canvas
180 x 150cm (70 7/8 x 59 1/16in).
(unframed)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

252^{AR}

KENNETH ARMITAGE (BRITISH, 1916-2002)

Daydream
polyester resin and screenprint, 1973,
published by Editions Alecto Collector's Club,
from the edition of unknown size
28cm (11in) high

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

Editions Alecto, London, where acquired by
the family of the present owner in 1973, and
thence by descent
Private Collection, U.K.

Literature

James Scott and Claudia Milburn, *The Sculpture of Kenneth Armitage*, Lund Humphries, London, 2016, p.65

The present work was produced as a multiple version of the larger sculpture from 1969, *Big Doll*, and was the first sculpture multiple published by the Editions Alecto Collectors' Club.



251



252



253

253 ^{AR}

JOHN HOYLAND R.A. (BRITISH, 1934-2011)

Vision 17.2.95
signed, dated and titled 'VISION/17.2.95/John Hoyland' (on
canvas verso)
acrylic on canvas
41 x 36cm (16 1/8 x 14 3/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 3,800

Provenance

With Theo Waddington Fine Art Ltd, London, where acquired by
the present owner
Private Collection, U.K.

The present work is from the 'Bali Series', painted after the Artist
had been travelling in Indonesia.

The Hoyland Estate are currently preparing the forthcoming
catalogue raisonné of the Artist's work and would like to hear from
owners of any work by the Artist so that these can be included in
this comprehensive catalogue. Please write to The Hoyland Estate,
c/o Modern British and Irish Art, Bonhams, Montpelier Street,
London, SW7 1HH or email britart@bonhams.com



254

254 AR

DAVID HOCKNEY (BRITISH, BORN 1937)

Two masks for Stravinsky's 'Le Rossignol' Opera

acrylic on canvas (oval)

17.5 x 12.5cm (6 7/8 x 4 15/16in).each

Painted in 1982

(2)

£5,000 - 7,000

€5,600 - 7,900

US\$6,400 - 8,900

Provenance

The Artist, 1982, from whom acquired by Mo McDermott, from whom acquired by the present owner
Private Collection, U.K.

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

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

255 AR

JULIAN TREVELYAN R.A. (BRITISH, 1910-1988)

Oil Rig

signed and dated 'Trevelyan '87' (lower left)

oil on canvas

60.5 x 50cm (23 13/16 x 19 11/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 3,800

Provenance

With Bohun Gallery, Henley-on-Thames, where acquired by the present owner, 16 April 1988
Private Collection, U.K.



255

256 * AR

FRANK AVRAY WILSON (BRITISH, 1914-2009)

Deep End
signed and dated 'avray Wilson/60' (lower right)
oil on canvas
183 x 183cm (72 1/16 x 72 1/16in).

£5,000 - 8,000
€5,600 - 9,000
US\$6,400 - 10,000

Provenance

With The Redfern Gallery, London, where acquired by Mrs C.C. Martin, 21 November 1961
Mrs Barbara Starns, by 1966, from whom acquired by the present owner in 2014
Private Collection, U.S.A.



256



257

257 AR

TOM PHILLIPS C.B.E., R.A. (BRITISH, BORN 1937)

Berlin Wall with German Grass and Skies II
acrylic on canvas
152.5 x 205.5cm (60 1/16 x 80 7/8in).
(unframed)
Painted in 1973

£4,000 - 6,000
€4,500 - 6,700
US\$5,100 - 7,700

Provenance

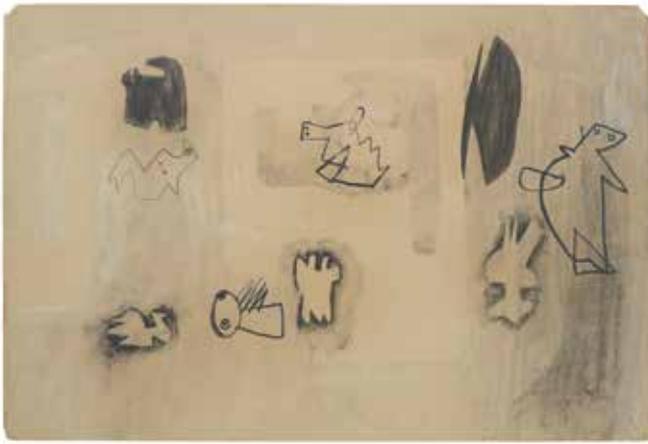
With Marlborough Fine Art, London

Exhibited

London, Marlborough Fine Art, *Tom Phillips: new works including 'A little retrospective: fifty recapitulatory paintings' for proposed exhibitions in European museums*, 14 September-20 October 1973, cat.no.61 (as *Berlin wall with German Grass and Skies*)
The Hague, Gemeentemuseum Den Haag, *Tom Phillips*, 1 February-28 April 1975: this exhibition travelled to Dortmund, Museum Am Ostwall, 3 July-3 August 1975; Basel, Kunsthalle, 23 August-5 October 1975 and Paris, Musée D'art Moderne De La Ville De Paris, 13 November 1975-14 December 1975

Literature

Tom Phillips, *Tom Phillips: works, texts to 1974*, H. Mayer, Stuttgart, 1975 (col.ill. p.189)



258

258 * AR

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

Studies for Sculpture
signed and dated 'Moore/36' (lower right)
pencil, chalk and wash
37.5 x 56cm (14 3/4 x 22 1/16in).

This work is recorded with the Henry Moore Foundation as HMF 1248a

£5,000 - 7,000
€5,600 - 7,900
US\$6,400 - 8,900

Provenance

Sale; Sotheby's, London, 1 April 1981, lot 279
Sale; Sotheby's, London, 24 March 1999, lot 267
Private Collection, Australia

Literature

Ann Garrould (ed.), *Henry Moore, Complete Drawings 1984-86, Volume 7, Addenda and Index 1916-86*, The Henry Moore Foundation and Lund Humphries, Much Hadham and Hampshire, pp.20-21 (ill.b&w)

259 AR

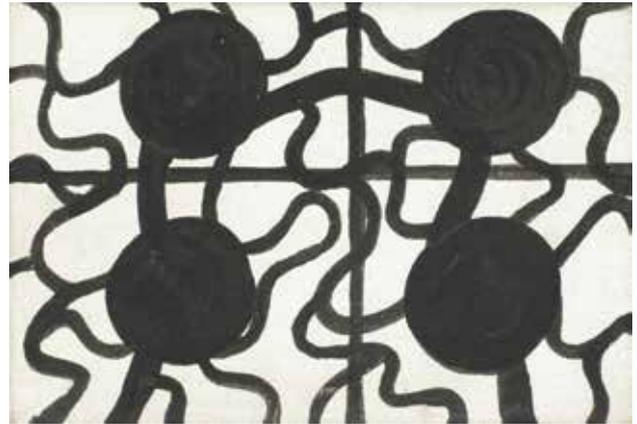
BERNARD COHEN (BRITISH, BORN 1933)

Untitled
oil on canvas
15.5 x 23cm (6 1/8 x 9 1/16in).
Painted in 1961

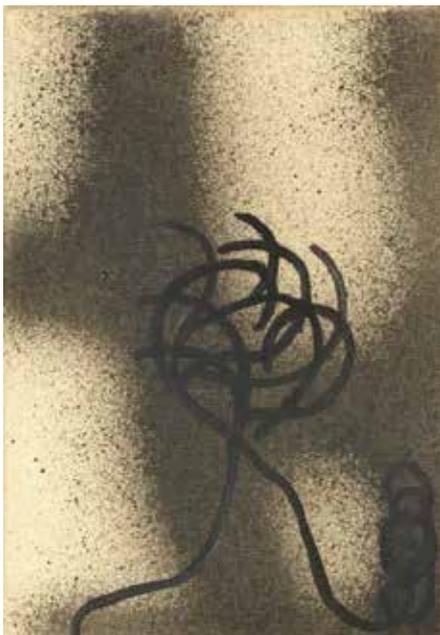
£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

With Flowers East, London, where acquired by the present owner
Private Collection



259



260

260 AR

BERNARD COHEN (BRITISH, BORN 1933)

Study for 'Generation'
oil and egg tempera on canvas
23 x 15.5cm (9 1/16 x 6 1/8in).
Painted in 1962

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

With Flowers East, London, where acquired by the present owner
Private Collection



261



262

261^{AR}

MICHAEL CANNEY (BRITISH, 1923-1999)

Multifold

signed, titled and dated 'Michael Canney 1987/MULTIFOLD' (on the reverse of the backboard)

alkyd oil on board

36 x 36cm (14 3/16 x 14 3/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 3,800

Provenance

The Estate of the Artist

262^{AR}

MICHAEL CANNEY (BRITISH, 1923-1999)

Enveloping III

signed, titled and dated 'Michael Canney 87/ENVELOPING III' (on the reverse of the backboard)

alkyd oil on board

29 x 29cm (11 7/16 x 11 7/16in).

£1,500 - 2,000

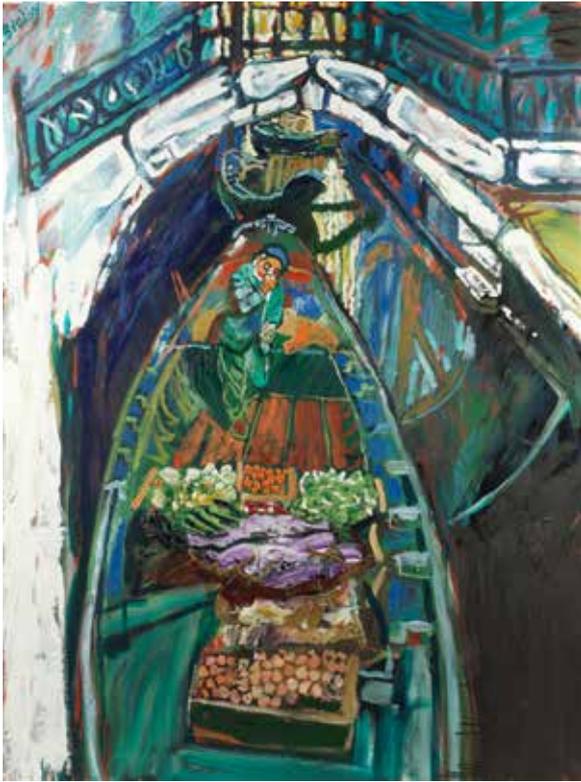
€1,700 - 2,200

US\$1,900 - 2,600

Provenance

The Estate of the Artist

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263

263 AR

JOHN BRATBY R.A. (BRITISH, 1928-1992)

Venetian Vegetable Seller
signed 'Bratby' (upper left)
oil on canvas

121.5 x 91.5cm (47 13/16 x 36in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

With Brandler Galleries, Essex
Private Collection, U.K.

264 AR

MARTIN BRADLEY (BRITISH, BORN 1931)

When the Mode of the Music Changes the Walls of the City Shake
signed 'Martin Bradley.' (lower right); further signed, titled and dated
"When the mode of the music/changes the walls of the city/shake./
Martin Bradley 1967.'" (on canvas verso)

acrylic on canvas
116 x 73cm (45 11/16 x 28 3/4in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,500 - 2,300

Provenance

With England & Co., London
Private Collection, U.K.



264



267 (one of two)

265 AR

ADRIAN HEATH (BRITISH, 1920-1992)

Composition - White, Blue and Orange
signed and dated 'Heath '62' (lower right)
gouache, house paint and collage
56 x 59cm (22 1/16 x 23 1/4in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

The Estate of the Artist
With Jonathan Clark Fine Art, London, where acquired by the present
owner
Private Collection, U.K.

266 AR

JOHN KINGERLEE (IRISH, BORN 1936)

Grid, Meknes (Series II)
signed with monogram (lower right); further signed with monogram,
titled and dated '2013 Kingerlee/"GRID" Meknes/(Series II)' (to
reverse of backing card)
oil on paper
29 x 20.5cm (11 7/16 x 8 1/16in).
(unframed)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

267 AR

SANDRA BLOW R.A. (BRITISH, 1925-2006)

Untitled
signed and dated 'Blow 97' (lower right)
chalk, collage, felt-tip pen, ball-point pen and pencil
10 x 13.5cm (3 15/16 x 5 5/16in).
together with a further drawing by the same hand (2)

£800 - 1,200
€900 - 1,300
US\$1,000 - 1,500

Provenance

With New Ashgate Gallery, Farnham, where acquired by the previous
owner in 1998
Private Collection, U.K.



265



266



268

268^{AR}

MAKIKO NAKAMURA (BORN 1951)

Untitled
signed, titled and dated 'Untitled. 2001/Makiko Nakamura 9 July '01. Dublin' (on board verso)
oil on canvas, laid on Artist's board
122 x 122cm (48 1/16 x 48 1/16in).
(unframed)

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

269^{AR}

DAVID WHITTAKER (BRITISH, BORN 1964)

Know What You're About
signed, further signed with monogram, titled and dated 'Whittaker/2001/"KNOW WHAT YOU'RE ABOUT"' (on card verso)
acrylic, pastel and collage on card
28 x 20cm (11 x 7 7/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist, from whom acquired directly by the present owner *circa* 2005
Private Collection, U.K.



269



270

270^{AR}

DAVID WHITTAKER (BRITISH, BORN 1964)

The Girl That Never Loved Me
signed with monogram (lower right); further signed, twice signed with monogram, titled and dated 'Whittaker/"THE GIRL THAT NEVER/LOVED ME"/2000/2005' (on card verso)
acrylic and collage on card
24 x 19.5cm (9 7/16 x 7 11/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

The Artist, from whom acquired directly by the present owner *circa* 2005
Private Collection, U.K.

271 AR

JAMES RIELLY (BRITISH, BORN 1956)

Give Me A Cuddle
signed, titled and dated 'James Rielly 2006 GIVE ME A CUDDLE' (on
canvas overlap)
oil on linen
76 x 71cm (29 15/16 x 27 15/16in).
(unframed)

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

With Timothy Taylor Gallery, London
Private Collection, U.K.

272 AR

TERRY SETCH (BRITISH, BORN 1936)

Man, Dog, Sea
signed 'Terry Setch' (lower right)
encaustic wax, oil and found objects on board
133 x 85.5cm (52 3/8 x 33 11/16in).
Painted in 2014

£3,000 - 5,000
€3,400 - 5,600
US\$3,800 - 6,400

Provenance

With Royal Academy of Arts, London, where acquired by the present
owner
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 2014, cat.
no.1029



271



272

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AUCTIONEERS SINCE 1793



19th Century European, Victorian and British Impressionist Art

New Bond Street, London | 20 February 2019

ENQUIRIES

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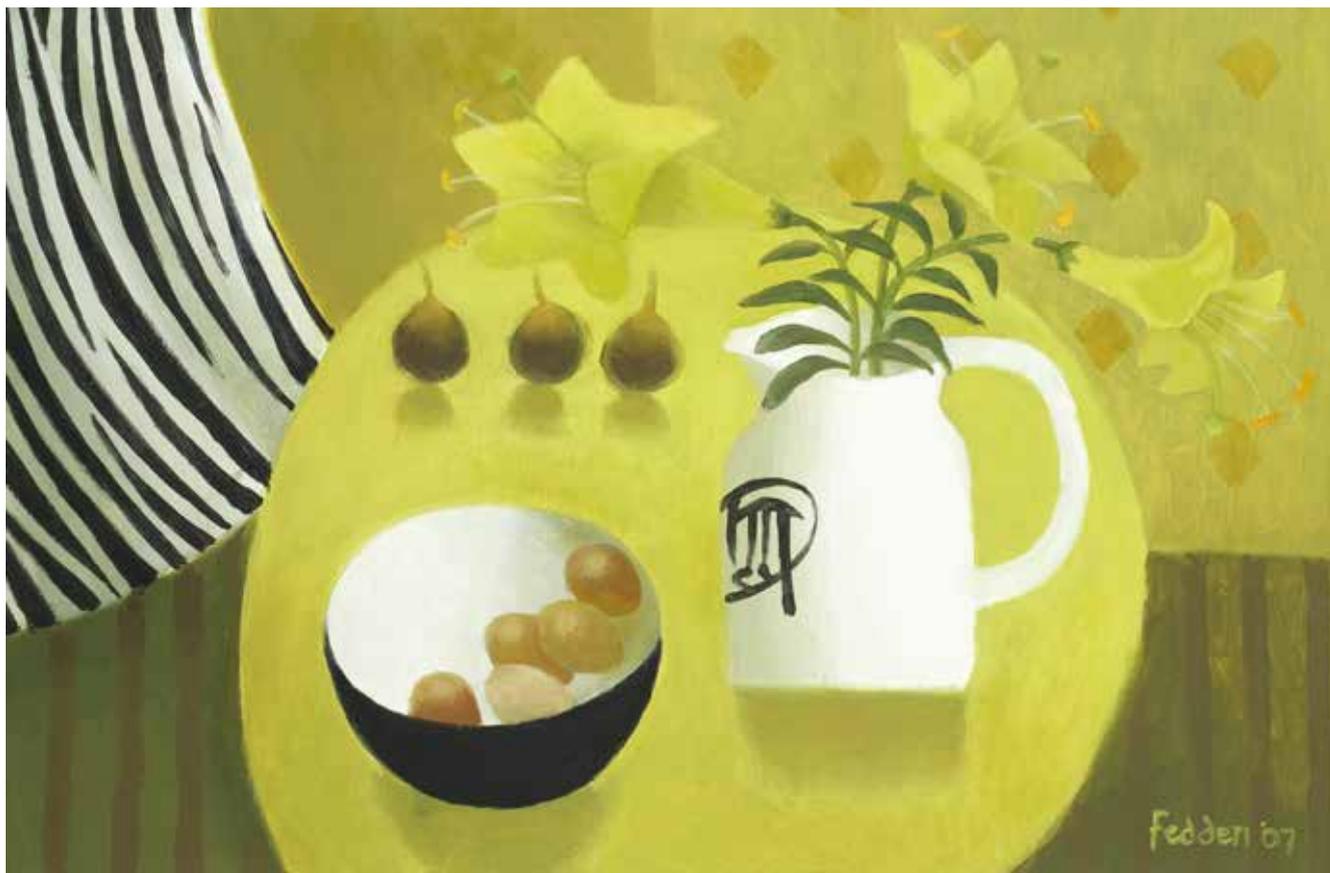
HAROLD HARVEY (BRITISH, 1874-1941)

Portrait of a young girl
signed and dated 'Harold Harvey, 22' (upper right)
oil on canvas
41 x 30.5cm (16 1/8 x 12in).
in a hand painted frame
£15,000 - 20,000 *

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

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MARY FEDDEN R.A. (BRITISH, 1915-2012)

Yellow Lilies
oil on canvas
£6,000 - 8,000 *

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "*you*". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams'* relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection

are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams'* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot*

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or

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

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a 'SS8' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

Olt is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

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

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the 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.	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	GOVERNING LAW
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11	All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
- 3.1.3 if the Lot is marked [AP], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.

- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):		9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1 to terminate this agreement immediately for your breach of contract;	7.4	9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2 to retain possession of the <i>Lot</i> ;		
7.1.3 to remove, and/or store the <i>Lot</i> at your expense;	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4 You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1	9.5 If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.1	9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.2	9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.3	9.8 Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.4	
7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2	10 OUR LIABILITY
7.1.10 on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.1	10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.2	10.2 Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2 You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9	10.2.1 handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
	9.1	10.2.2 changes in atmospheric pressure; nor will we be liable for:
	9.2	10.2.3 damage to tension stringed musical instruments; or
	9.2.1	10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
	9.2.2	
	9.2.3	

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

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

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

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Bidder" a person who has completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

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Aboriginal Art

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African Modern &

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African, Oceanic

& Pre-Columbian Art
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Australian Art

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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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Catherine Williamson
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British Ceramics

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Entertainment Memorabilia

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European Ceramics

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Furniture

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European Sculptures & Works of Art

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Greek Art

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Golf Sporting

Memorabilia
Kevin McGimpsey
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Hamish Wilson
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Irish Art

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Impressionist & Modern Art

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India Phillips
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Caitlyn Pickens
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Indian, Himalayan & Southeast Asian Art

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Modern & Contemporary South Asian Art

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