

An impressionist painting of a landscape. A large, leafy tree with white and light green foliage stands prominently on the right side of the frame. The background shows a town with a prominent church spire, nestled in a valley. The foreground is a reddish-brown hillside with a fence line. The overall style is characterized by visible brushstrokes and a vibrant, somewhat muted color palette.

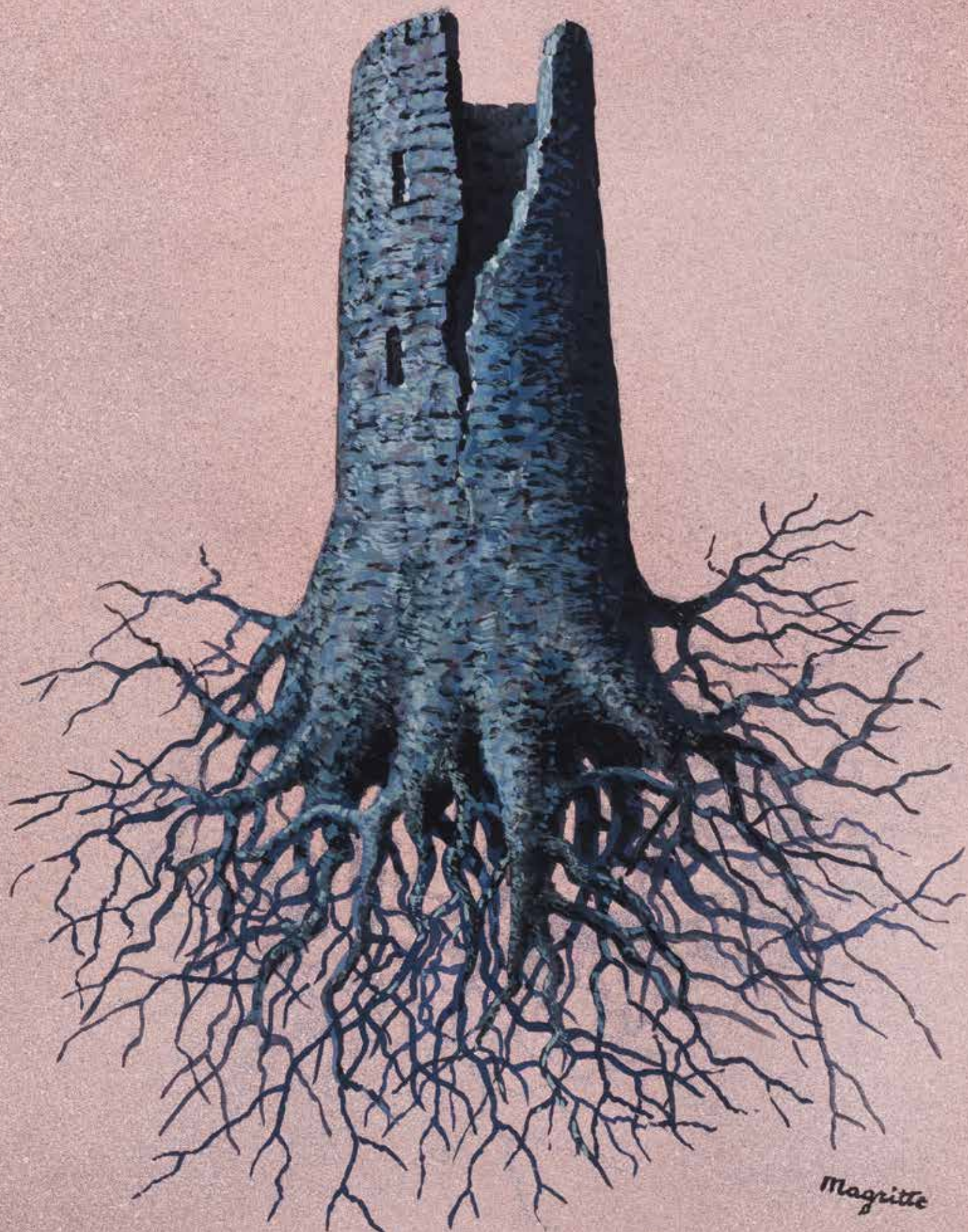
# IMPRESSIONIST & MODERN ART

Thursday 2 March 2017

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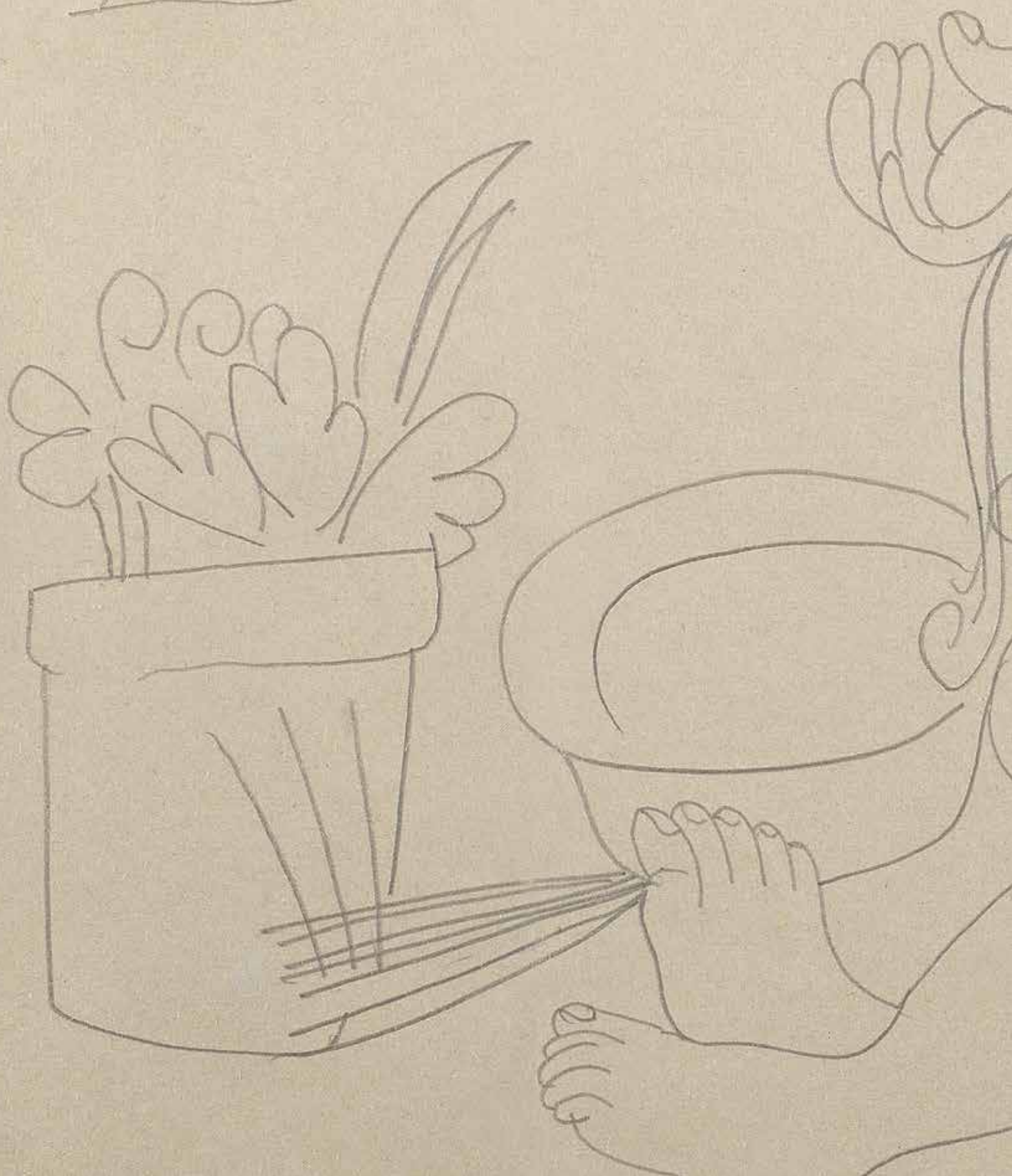


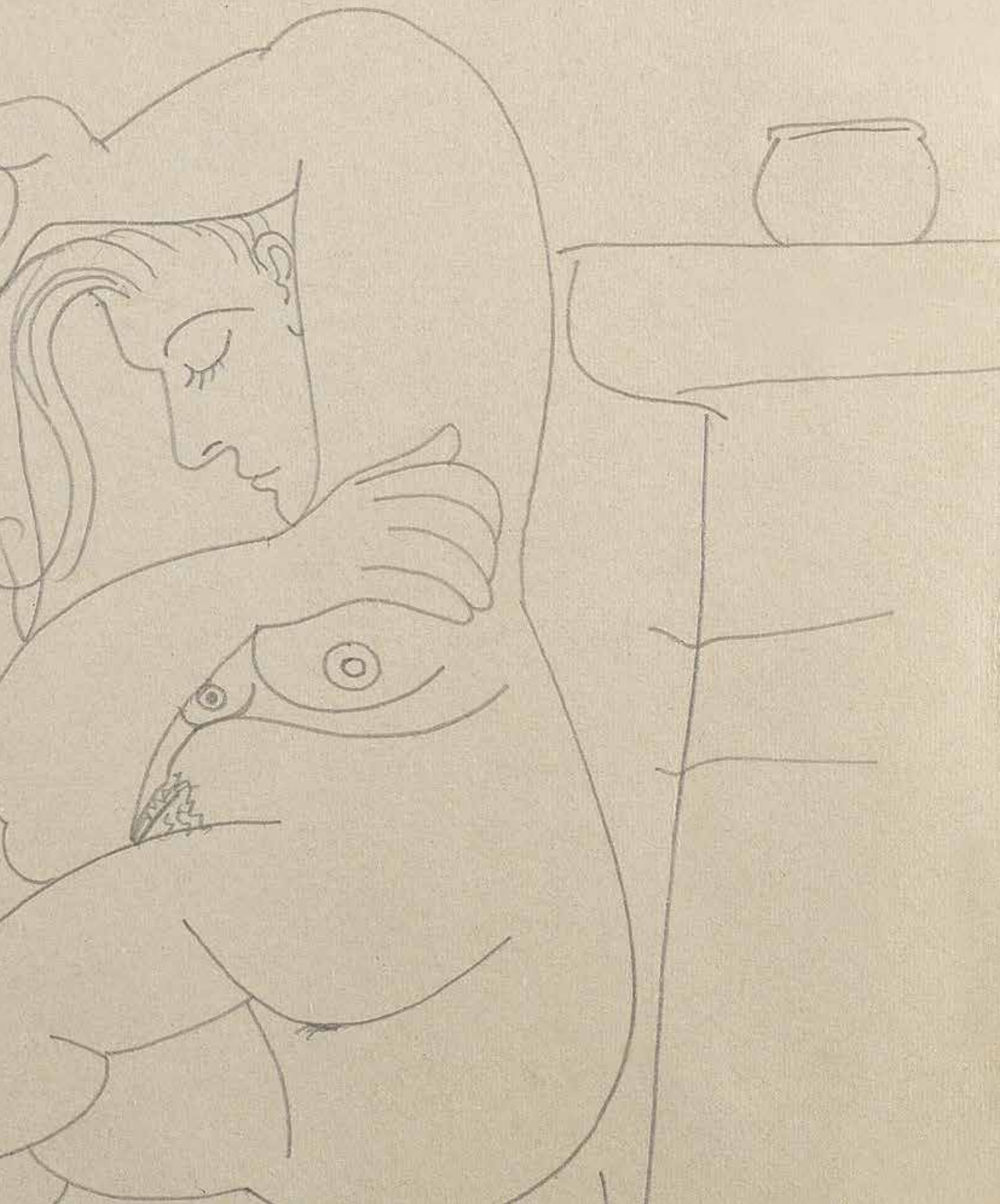


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# IMPRESSIONIST & MODERN ART

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## SALE NUMBER

23932

## CATALOGUE

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**PROPERTY FROM A PRIVATE MONACO COLLECTION**

1

**WASSILY KANDINSKY (1866-1944)**

*Ohne Titel*

signed with the artist's monogram and dated 'K/39' (lower left)

pen and ink and pencil on paper

21.5 x 16cm (8 7/16 x 6 5/16in).

Executed in 1939

£15,000 - 20,000

€17,000 - 23,000

US\$18,000 - 25,000

**Provenance**

Nina Kandinsky Collection, Paris (the artist's wife).

Max Bill Collection, Zurich.

Anon. sale, Finarte, Milan, 7 - 8 November 1972, lot 77.

Galleria Schwarz, Milan, no. 5188.

Amici Centro Arte Annunciata, Milan, no. 619.

Private collection, Monaco.

**Exhibited**

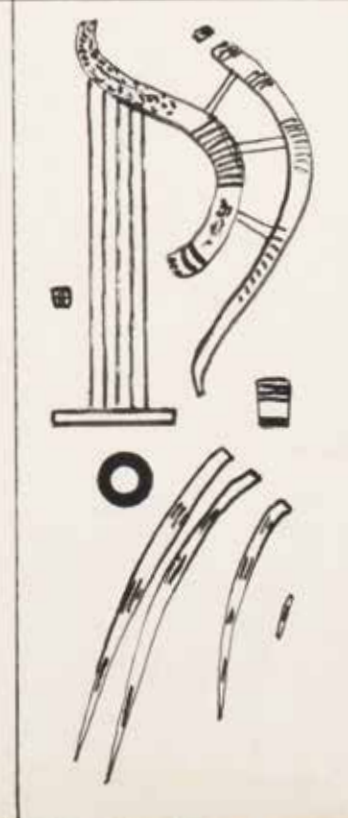
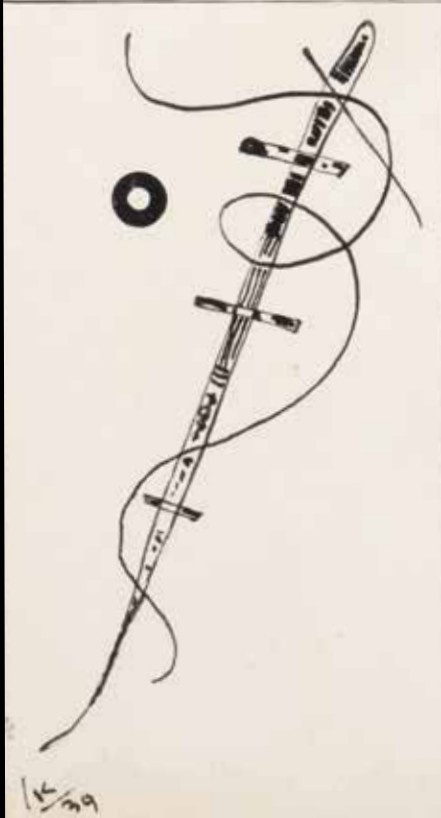
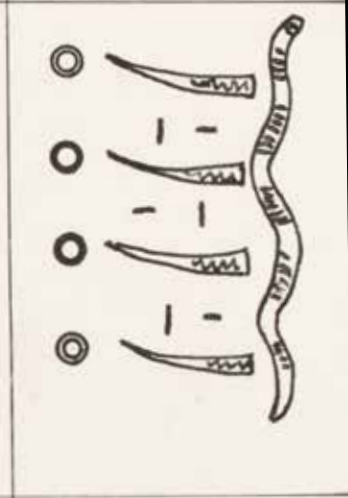
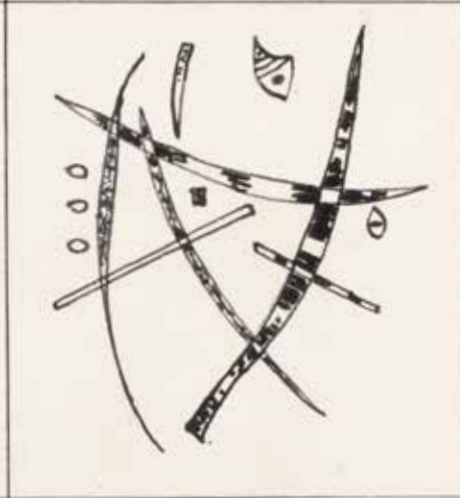
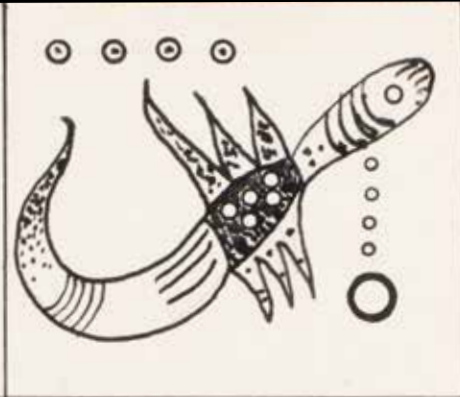
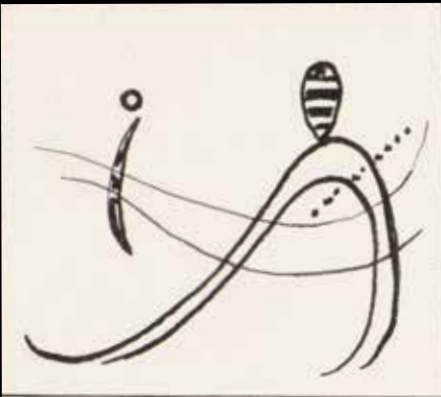
Paris, Galerie Dina Vierny, *Kandinsky: dessins 1886 - 1944*, 16 May - 16 June 1968, no. 43.

**Literature**

M. Bill (ed.), *Kandinsky, Essays über Kunst und Künstler*, Zurich, 1955, no. 7 (illustrated p. 212).

W. Grohmann, *Wassily Kandinsky, Life and Work*, London, 1959, no. 7 (illustrated p. 250).

V. Endicott Barnett, *Kandinsky Drawings, Catalogue Raisonné, Individual Drawings*, Vol. I, Munich, 2006, no. 1055 (illustrated p. 485).



**PROPERTY FROM A PRIVATE GERMAN COLLECTION**

2

**PAUL KLEE (1879-1940)**

*Ohne Titel* (recto); *Ohne Titel (geometrische Komposition)* (verso)  
stamped with the artist's *Nachlass* stamp (to the mount, recto)  
gesso and wax crayon on draft paper (recto); coloured paste  
on draft paper (verso)  
28.8 x 20.4cm (11 5/16 x 8 1/16in).  
Executed circa 1940

£12,000 - 18,000

€14,000 - 21,000

US\$15,000 - 22,000

**Provenance**

Curt Valentin Collection, Berlin & New York.  
G. David Thompson Collection, Pittsburgh.  
Galerie Georges Moos, Geneva & Zurich, 1963.  
James Wise Collection, Geneva, New York & Nice.  
Galerie du Perron, Geneva.  
Galerie Suzanne Bollag, Zurich, from 1964.  
Private collection, Geneva & Paris (possibly acquired from the above, 1964).  
Thence by descent to the present owner.

**Exhibited**

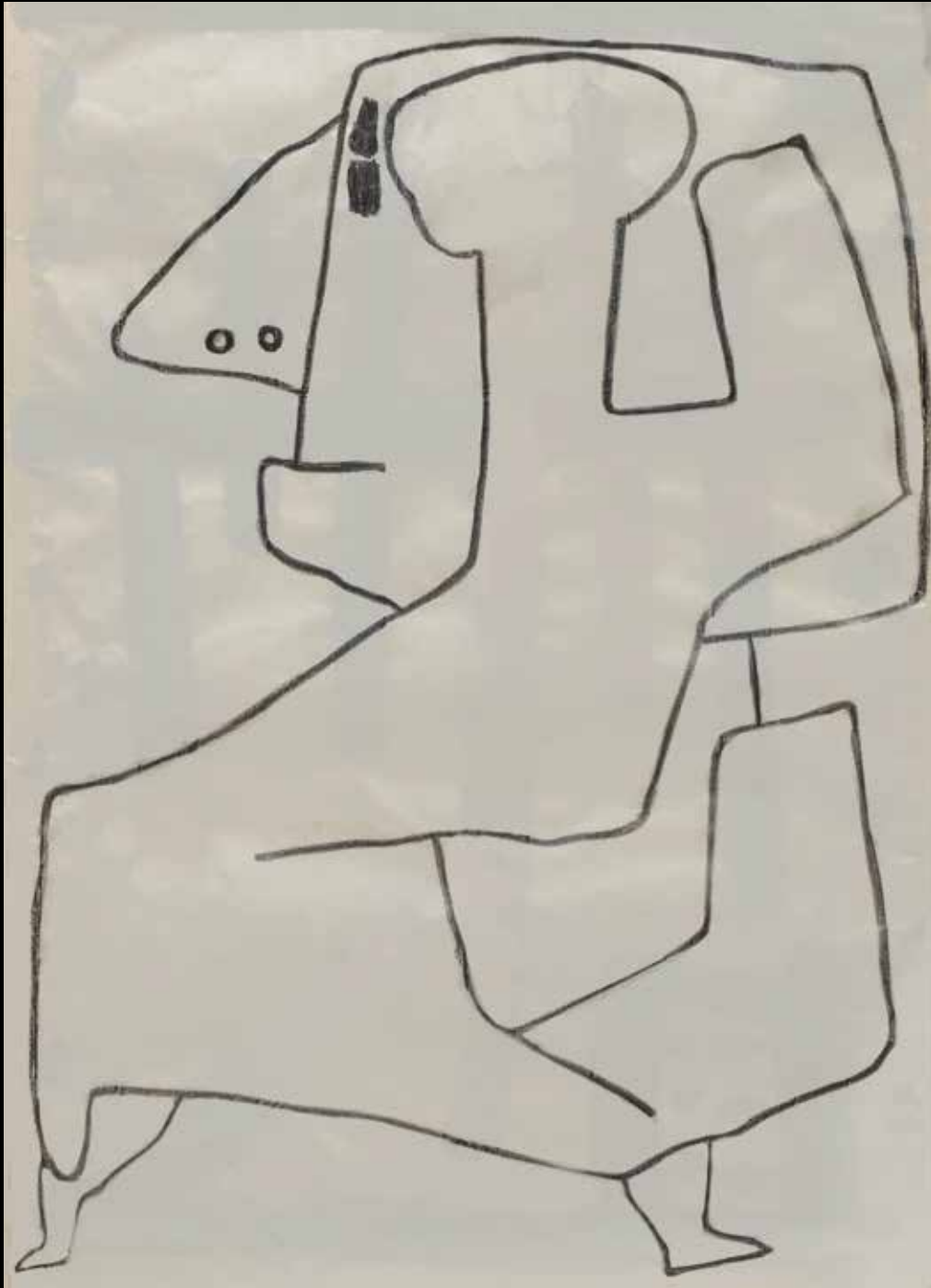
Geneva, Galerie Georges Moos, *Paul Klee*, July - August 1963.  
Zurich, Galerie Suzanne Bollag, *Paul Klee, 21 Zeichnungen*, 2 May - 30  
June 1964 (titled 'Personnage').

**Literature**

Exh. cat., *Paul Klee. Die Zeit der Reife. Werke aus der Sammlung der  
Familie Klee*, Munich, 1996, no. 15 (illustrated p. 24).  
The Paul Klee Foundation (eds.), *Paul Klee, catalogue raisonné*, Vol. 9,  
1940, Bern, 2004, no. 9402 (illustrated p. 239).



(verso)



(recto)

3<sup>AR</sup>

**LYONEL FEININGER (1871-1956)**

*Becalmed*

signed 'Feininger' (lower left), inscribed 'Becalmed' (lower centre) and dated '25. viii. 43' (lower right)

watercolour, pen and ink on paper

31.4 x 47.8cm (12 3/8 x 18 13/16in).

Executed on 25 August 1943

**£25,000 - 35,000**

**€29,000 - 40,000**

**US\$31,000 - 43,000**

Achim Moeller, Managing Principal of the Lyonel Feininger Project LLC, New York - Berlin has kindly confirmed the authenticity of this work.

**Provenance**

Otto Gerson Collection, New York.

Mr. & Mrs. Harry Lewis Winston Collection, Michigan (acquired from the above in the 1940s).

Lydia Winston Malbin Collection, New York; her sale, Sotheby's, New York, 4 May 2006, lot 376.

Acquired at the above sale by the present owner.

**Exhibited**

Michigan, Museum of Cranbrook Academy of Art, *Mr. and Mrs. Harry Lewis Winston Collection*, 8 - 25 November 1951, no. 6 (titled 'Boats').

Michigan, University of Michigan Museum of Art, *20<sup>th</sup> Century Painting and Sculpture from the Collection of Mr. and Mrs. Harry L. Winston*, 30 October - 27 November 1955, no. 19 (titled 'Boats').

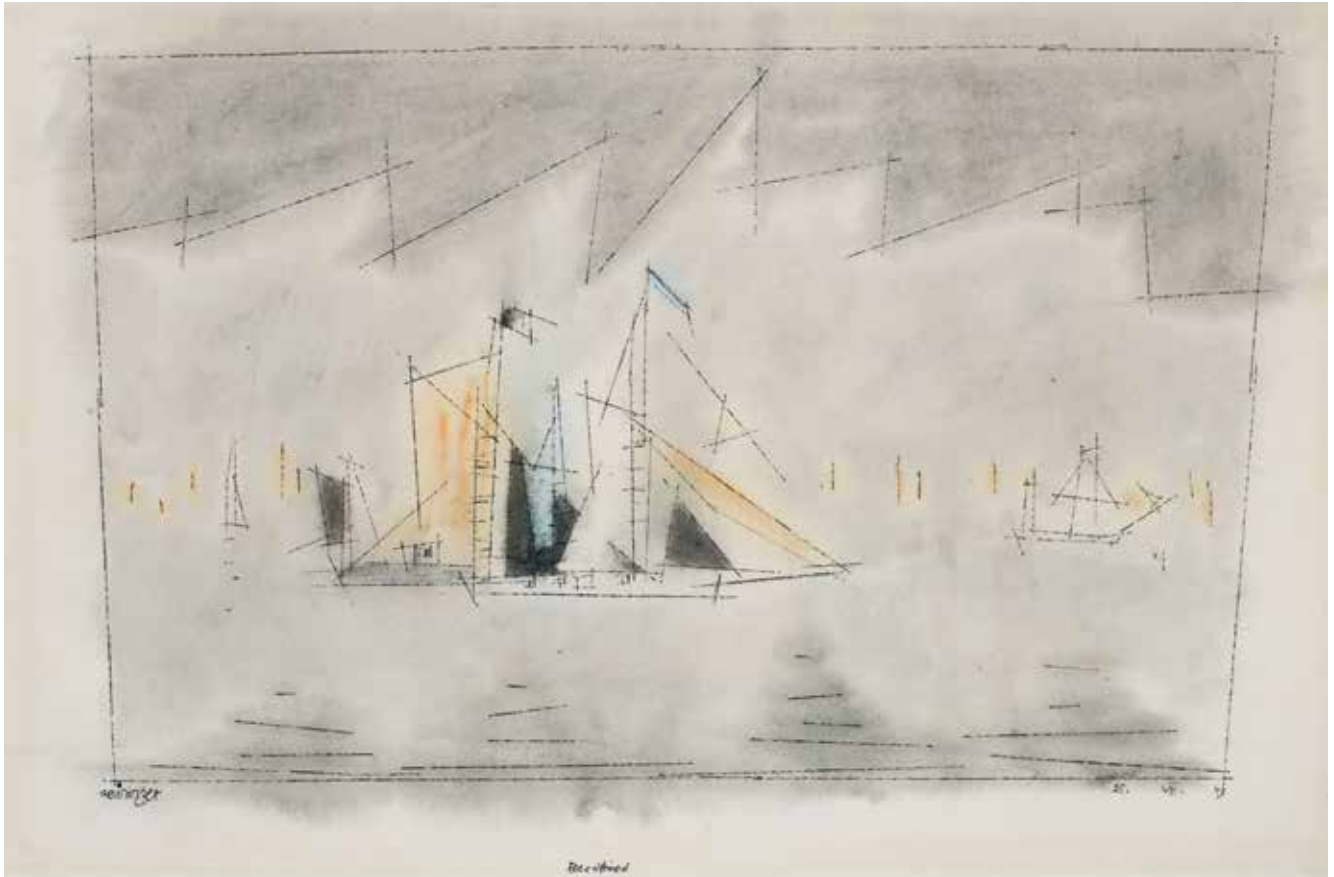
Detroit, Detroit Institute of Arts, *Collecting Modern Art. Paintings, Sculpture and Drawings from the Collection of Mr. and Mrs. Harry Lewis Winston*, 27 September - 3 November 1957, no. 40 (later travelled to Richmond, San Francisco, Milwaukee & Minneapolis; titled 'Boats').

Detroit, Detroit Institute of Arts, *American Paintings and Drawings from Michigan Collections*, 10 April - 6 May 1962, no. 127 (titled 'Boats').



Lyonel Feininger (1871-1956) and his son, photographer Theodor Lux Feininger, prepare to launch model boats in Central Park, New York, June 1951.





## PROPERTY FROM A PRIVATE GERMAN COLLECTION

4

### **ERNST LUDWIG KIRCHNER (1880-1938)**

*Skizzenalbum*: an album compiled by the artist of 40 watercolours and drawings from 1900 - 1932

signed and inscribed 'Diese Zeichnungen entstammen meinen Skizzenbüchern aus den Jahren 1900 bis 1932. E. L. Kirchner.' (on the second page of the album)

variously watercolour, pen and India ink, crayon, charcoal and pencil on various paper and card

27x 23.5cm (10 5/8 x 9 1/4in) Album size

£150,000 - 200,000

€170,000 - 230,000

US\$180,000 - 250,000

This work is listed in the Ernst Ludwig Kirchner Archives, Wichtrach/Bern.

### **Provenance**

Dr. Frédéric Bauer Collection, Davos (a gift from the artist, 1932); his sale, Stuttgarter Kunstkabinett, 19 May 1954, lot 1227.

Private collection, Düsseldorf.

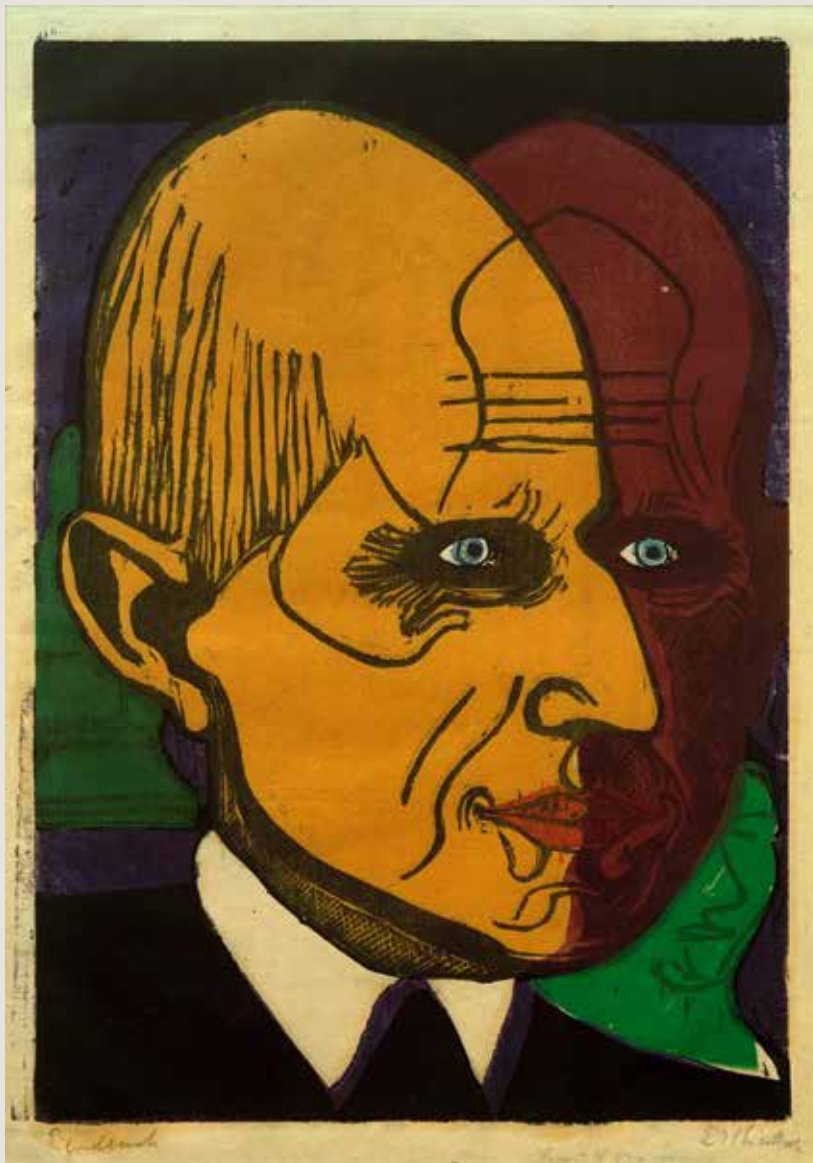
Thence by descent to the present owner.

### **Literature**

Exh. cat., *Ernst Ludwig Kirchner, Gemälde und Graphik der Sammlung*

*Dr. F. Bauer- Davos*, Nuremberg, 1952, no. 258 (last drawing of the album illustrated p. 69).





Ernst Ludwig Kirchner (1880–1938), *Kopf Dr. Frédéric Bauer*, 1933, coloured woodcut on paper, Graphische Sammlung, Frankfurt am Main, Städtisches Kunstinstitut.

## TEXT BY JILL LLOYD, Ph. D. Expressionist scholar and curator

This rare, bound collection of Ernst Ludwig Kirchner's drawings is one of three compilations of sketches that were made by the artist and gifted to his devoted doctors in Switzerland. Given that up to 20,000 sketches by Kirchner's hand are estimated to exist, his selection of 40 specific works for the present volume is significant. Indeed, Kirchner's choice of drawings, mostly dating from his early Expressionist years in Dresden and Berlin, and his arrangement of the sketches into a numbered sequence, gives us a unique insight into the artist's mind. The experience of slowly turning the pages of this magical book, which has been preserved in two private collections since its inception, not only brings us into unusually intimate contact with the artist but also takes us to the very heart of his studio practice.

The fortunate recipient of this exceptional gift, Dr. Frédéric Bauer, was not only Kirchner's doctor, but also a friend, occasional model, and one of his most important collectors – an exhibition in Nuremberg in 1952 of Bauer's collection presented 390 works by Kirchner, including 29 oil paintings. Bauer took over the care of Kirchner's fragile health in 1922 after the death of Dr. Lucius Spengler, who had also received a book of 20 sketches as a Christmas gift from the artist in 1921. Apparently Kirchner subsequently gifted two collections of sketches to Dr. Bauer: the present volume comprising 40 watercolours and sketches, which the artist inscribed as containing 'drawings from my sketchbooks dating from 1900 to 1932', and a second volume of 70 works inscribed 'drawings from my sketchbooks dating from 1902 to 1933.' Both volumes were auctioned alongside other items from Bauer's collection in 1954, when the doctor's interest shifted to acquiring Indian art. While the present volume entered a private collection, the second book of 70 sketches is now owned by the Folkwang Museum in Essen.

Sifting through the drawings in his Davos studio while preparing these gifts undoubtedly afforded Kirchner an opportunity to take stock of his life's work. Sketching came almost as naturally to Kirchner as breathing: he always carried a sketchbook in his pockets, which were especially adapted for this purpose; indeed, one of these small books bound in wax cloth was found in his jacket on the day of his suicide. A decade earlier the artist described his constant practice of sketching in his diary: 'Wherever he [Kirchner] is and goes, he works. Pedestrians walk past the house, a carriage passes on the street, a visitor arrives, Kirchner takes everything as an occasion to create. Waiting for the streetcar, he draws the passers-by, he draws the audience in the concert, the figures on the cinema screen. No day goes by, even when he is travelling, when he does not make his notes' (E. L. Kirchner quoted in L. Grisebach, *E. L. Kirchner's Davoser Tagebuch*, Cologne, 1982, p. 156).

The pages of Kirchner's sketchbooks indeed acted as a kind of diary, often containing, alongside his drawings, the observations, addresses and shopping lists he made from day to day – examples are found on the reverse side of drawings in the present volume. Frequently Kirchner would take up a half-empty sketchbook and add drawings at a later date; in other instances he would rip out pages that would serve as a starting point for more fully worked studio drawings, graphics and paintings. The Expressionist expert Karlheinz Gabler observed that each time Kirchner tore out a page in this fashion, a second sheet would fall loose. Gabler believed that Kirchner used some of these 'secondary' sheets – which numbered in the thousands by 1932 – to create the bound volumes he gifted to his doctors (K. Gabler, *E. L. Kirchner Zeichnungen*, Aschaffenburg, 1980, p. 363).

Although Kirchner dated the forty drawings in his gift to Dr. Bauer '1900 to 1932', the earliest drawings in the volume actually date from 1906-7. Kirchner notoriously backdated his work in order to claim artistic precedence. Sketch 2 is a case in point, which the artist has signed and dated 1902, although its style and subject relate to his larger studio drawings of the August the Strong monument in Dresden's Neustädter Market dating from 1910-11. Typically, this studio drawing reorganizes the on-the-spot sketch into a more complete and balanced composition, while nevertheless re-conjuring the spontaneous effects that Kirchner valued so highly in his first sketches. Often made on the wing in streets, parks and theatres, the artist's fleeting sketches maintain similar stylistic traits throughout his



Ernst Ludwig Kirchner (1880–1938), *Dr Frédéric Bauer on the veranda of Kirchner's Wildbodenhaus*, 1931-1932.

career, which renders their dating difficult. However, the quality of line in sketches 1, 4, 5, 6, and 14 clearly relate to Kirchner's earliest Brücke style, while the application of watercolour and blue and red crayon in sketches 5, 16 and 17 point to the period 1907 to 1908. The first 20 sketches in Dr. Bauer's book can mostly be dated to Kirchner's Dresden years, while the second half of the book shows the transition to his Berlin style of 1911 to 1915. Only the last five sketches in the collection date in all likelihood from his Swiss period, with the final line drawing of a dancer on yellow paper representing Kirchner's current style in 1932.



Sketch 2



Ernst Ludwig Kirchner (1880-1938), *Der Neustädter Markt in Dresden*, 1909-1910, pencil on paper, Brücke-Museum, Berlin. ©Brücke-Museum Berlin, Photography Roman März.

*E. L. Kirchner*



Ernst Ludwig Kirchner (1880-1938), *Brief an Erich Heckel in Dangast*, ink on paper, executed circa 13 May 1910, Altonaer Museum, Hamburg.



Ernst Ludwig Kirchner (1880–1938), *Street, Dresden*, 1908 (dated on painting 1907), The Museum of Modern Art, New York.



Sketch 32

Kirchner's emphasis on his Brücke years rather than his recent work is noteworthy, particularly given the bitter circumstances of his rift with the other Brücke artists in 1913, after he assigned himself the leading role in the group's history, which Kirchner narrated in the *Chronik der Brücke*. Nevertheless, one of the earliest sketches Kirchner selected for Dr. Bauer's book portrays his former friend Erich Heckel, clearly recognizable from his high forehead, tousled hair and goatee beard. Kirchner often revisited his Brücke paintings in the Swiss years, modifying and repainting them in order – in his mind – to improve and update them in the light of his current style. Probably he refreshed and added emphasis to a couple of the Bauer sketches (notably 3 and 26), but the vast majority are in a pristine state, sometimes cut out of larger sheets, but otherwise valued by the artist, it seems, precisely for their improvisational and authentic qualities. Hence sketch 22, a quick notation in pen and ink on the back of an envelope, is marked by the artist's finger or thumbprints.

More developed sketches, such as the brothel scene in sketch 35, offer further glimpses into Kirchner's intimate studio world. In this case a blue transfer drawing is evident on the back of the sheet, which Kirchner used to prepare a woodcut version of the same motif. Sketch 32, rendered in watercolour on ruled paper, depicts an intriguing variation of a street scene that features in an undated letter from Kirchner to Heckel, where he describes an encounter with a prostitute who takes him back to her room. Annemarie Dube-Heynig correctly dates this letter May 1910, and both sketches, in this instance, rather than recording an immediate visual experience, are probably drawn from memory, re-invoking a similar composition in Kirchner's painting *Street, Dresden* from 1908, overpainted in 1919 (A. Dube-Heynig, *Ernst Ludwig Kirchner, Postkarten und Briefe an Erich Heckel im Altonaer Museum in Hamburg*, Cologne, 1984, pp. 242 - 243). The association between street scenes and prostitution, which came to the fore in Kirchner's famous series of Berlin paintings, thus has its roots in the Dresden years.

**E. L. KIRCHNER**



**SKIZZENBUCH**



Ernst Ludwig Kirchner (188-1938), *Bordellszene*.  
Blatt 3 der Folge, woodcut, executed 1913.



Sketch 35

The practice of quick, notational sketching, which characterizes the majority of the drawings in Dr. Bauer's book, lies at the core of the Expressionist worldview. Indeed, Kirchner's continuing high estimation of his early drawings in a period when he felt compelled to 'correct' and update his early paintings indicates their particular significance. The earliest works by Kirchner and other members of the Brücke group were so-called quarter-hour nudes, which replaced the convention of meticulously realistic, academic life drawing with quick, spontaneous studies of girls moving around the studio and in natural poses, such as we find in Kirchner's drawing on the reverse of sketch 14 in the Bauer volume. The idea was to capture the essence of the subject as quickly as possible, concentrating on the totality of the experience rather than details. Indeed, as Kirchner later explained in an essay on his drawings, which he published in 1920 under his pseudonym Louis de Marsalle, individual elements in his most notational sketches only make sense in the context of the whole design. Kirchner's analysis of his drawing of a Chinese juggler (which is similar to several drawings

in the Bauer volume, such as *Tänzerin*, sketch 19, and *Zirkusszene*, sketch 25), presents his alternative to realism: 'What is there is not the real or apparent outline of reality, it is a new form of personal phantasy, a hieroglyph which in itself is non-representational. And yet this non-representational hieroglyph has the power to simulate two Chinese on a variety stage flooded with light, one juggling plates in the foreground, the other assisting him' (E. L. Kirchner, as Louis de Marsalle quoted in "Zeichnungen von E. L. Kirchner," in *Genius*, 1920, p. 216, reprinted in L. Grisebach, *op. cit.*, p. 185f).

Kirchner elaborated elsewhere on his understanding of hieroglyphs, not as predictable pictorial symbols in the traditional sense, but rather as vital graphic signs generated by his passionate engagement with life ('aus der lebendigen Liebe zum Leben') that convey an intensified equivalent rather than an imitation of the world. Kirchner associated a range of expressions with the activity of drawing, such as 'experience', 'excitement', 'fantasy', 'vision' and 'ecstasy', which all relate to the



extraordinary exuberance of the artist's fleeting sketches. Nevertheless, his sense of immediate visual excitement is combined with acute pictorial sophistication. In the Bauer volume the dialogue between line and colour that runs like a leitmotif through the book demonstrates Kirchner's instinctive mastery. Even his quickest sketches often employ mixed media, including various combinations of pencil, ink, crayon and watercolour. In *Markt in Dresden* (sketch 7), for example, the artist begins with a swathe of mauve watercolour, on top of which he delineates the activity of the market in a swiftly applied pen and ink sketch. Two slashes of red gouache are added to the skirts of the women in the foreground to bring them into focus, and finally a touch of green is applied to the middle ground, so that a complementary contrast resonates across the page. Colour is never simply used to 'fill in' a line drawing; rather it plays an integral role in multi-layered yet spontaneous compositions, which, in this instance, brilliantly captures the artist's experience of a Dresden street.

Kirchner considered his drawings as 'the most pure, most beautiful aspect of his work' (E. L. Kirchner quoted in L. Grisebach, *ibid.*, p. 188) and elsewhere described them as 'the absolute key to Kirchner's oeuvre' (E. L. Kirchner as Louis de Marsalle, Preface to the exh. cat. 'Ausstellung der Graphik von E.L. Kirchner', Galerie Aktuaris, Zurich, June to July 1927, reprinted in *Davoser Tagebuch*, *op. cit.*, p. 226). The selection of 40, small, mostly notational sketches in his gift to Dr. Bauer, which were chosen and assembled by the artist into a sequence that reflects his own priorities, does indeed represent a microcosm of Kirchner's world. Made for a great connoisseur of Kirchner's work, the Bauer sketchbook gives us in effect a 'private view' of the artist's studio, and offers many insights into his studio practice and his thoughts. Poignantly, Kirchner made and presented the collection to Frédéric Bauer in a moment of calm before the storm. The compilations of sketches in two volumes that Kirchner gifted to his doctor in



Sketch 7

1932 and 1933 afforded him an overview and an opportunity to reassess his drawings just before the dark clouds of prejudice and violence descended over Europe with Hitler's ascent to power. Five years later, after seeing his life's work defamed in the Degenerate Art Exhibition, Kirchner took his own life. The bright, colourful and exuberant pages of the Bauer sketchbook give us a glimpse of the artist's world before disaster struck.



Erich Heckel (1883-1970), *Malerbildnis*, 1905, woodcut, Brücke-Museum, Berlin.  
©Brücke-Museum Berlin, Photography Roman März.



Sketch 4

E. L. Kirchner





5<sup>AR</sup>

**MAX PECHSTEIN (1881-1955)**

*Stehende und sitzende Akte*

signed and dated 'Pechstein 1911' (lower right)

gouache and watercolour on buff card

38 x 50.5cm (14 15/16 x 19 7/8in).

Executed in Nidden, East Prussia, in 1911

**£70,000 - 90,000**

**€81,000 - 100,000**

**US\$86,000 - 110,000**

The authenticity of this work has kindly been confirmed by  
Dr. Alexander Pechstein.

**Provenance**

Anon. collection, Paris.

Lafayette Gallery, New York, by 1993.

Private collection, Southern Germany.

Acquired from the above by the present owner, 2012.

‘I had many uplifting  
hours of work which sent  
shivers down my spine...  
This summer of 1911  
intoxicated me from  
beginning to end’

- Max Pechstein



# MAX PECHSTEIN

## *Stehende und sitzende Akte*

The present work was executed in the short but seminal period from 1906 - 1912 in which Max Pechstein participated as a leading member of the small Expressionist group Die Brücke. This movement, inspired by the writing of Nietzsche, sought to escape from the repressive social structures of modern society and to return to a more authentic, liberated mode of being – both in terms of living and art making. After initial reticence about joining, Pechstein was to become a key proponent of the group and the first adherent to gain success and recognition. Later recalling the public reception for an early exhibition organised by Die Brücke in 1906, Pechstein proudly declared, 'we caused wild clamouring, not just in the Dresden press, but in the entire art scene. For the well-behaved philistine [...] we were welcome objects for ridicule and derision. But that did not bother us. Proudly we considered ourselves carriers of a mission' (M. Pechstein quoted in B. Fulda & A. Soika, 'Max Pechstein: The Rise and Fall of Expressionism', in S. Denham, I. Kacandes & J. Petropoulos (eds.), *Interdisciplinary German Cultural Studies*, Vol. 11, Berlin, 1912, p. 41).

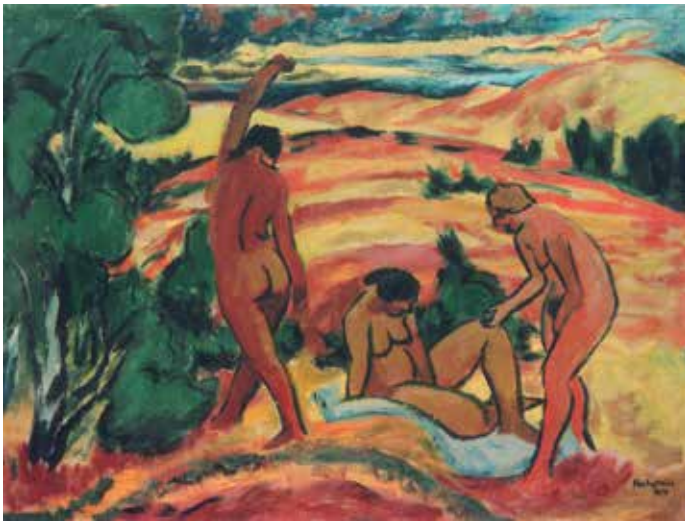
*Stehende und sitzende Akte*, with its dynamic portrayal of nude bathers in differing poses *en plein air*, conveys some of the key principles and artistic aims of the Brücke movement, crucially drawing upon the aesthetic breakthroughs that Pechstein had made just a year previously with two founding members of the group, Ernst Ludwig Kirchner and Karl Schmidt-Rottluff, during a trip to Moritzburg. It was in this small village at a pond used as a nudist bathing resort by the Society for Community Health, Dresden North and Vicinity, that the artists were able for the first time to freely and legally paint nudes in the open air. The artists made the trip with three amateur models (including Kirchner's girlfriend Dodo) and would often set up their easels alongside one another to sketch and paint the same scene. As Pechstein later recalled in his memoirs, 'early in the mornings we painters would set off, loaded with our heavy gear, while the models would follow behind with bags of eatables and drinkables. We lived in absolute harmony; we worked and we swam. If a male model was needed as an antipole, one of us three would step into the breach' (M. Pechstein quoted in B. Fulda & A. Soika, *ibid*, p. 94).



Max Pechstein (1881-1955) in Berlin, 1930s.



André Derain (1880-1954), *Les Baigneuses*, 1907, Museum of Modern Art, New York.



Max Pechstein (1881-1955), *Three Nudes*, 1911, Private collection.



Ernst Ludwig Kirchner (1880-1938), *Nudes in the Sun, Moritzburg*, 1910, Private collection.

It was here that the artists established a new-found, gestural style which foregrounded the process of creation over the final product. This sense of spontaneity and sketchiness flew in the face of artistic convention and resulted in an aesthetic hitherto unseen in German art. Aside from the group's aims to break away from the contrived techniques of the Academy, it was in the simplification and immediacy of form that the artists were able to most appropriately describe the 'primitive' lifestyle that they were advocating. Meanwhile the subject of the bather itself, couched within the natural environment, symbolised an alternative space in which man could return to an elementary existence, free from the trappings of civilisation and culture. In this respect the depiction of bathers within nature aptly aligned with key aspects of Nietzschean thought: 'The domestication (the culture) of man does not go deep – where it does it at once becomes degeneration... The savage (or in moral terms the evil man) is a return to nature – and in a certain sense is his recovery, his cure from culture' (F. Nietzsche quoted in his compiled writings, *In Der Wille zur Macht*, published in 1906, quoted in J. Lloyd, *German Expressionism, Primitivism and Modernity*, London, 1991, p. 115).

Realised through the same gestural and fluid handling honed in Moritzburg, Pechstein here depicts his bathers with a consummate sureness of hand and economy of line. While Kirchner and Heckel's works were often characterised by more angular and stylised figures which owed much to their appreciation of African and Oceanic sculpture, Pechstein could sometimes not resist the contours of a female curve. The figures in *Stehende und sitzende Akte* are an example of this sensual handling; curvilinear sweeps of orange and blue deftly form rounded bellies and breasts, muscular thighs and shapely buttocks, yet this sumptuous depiction of the female form was also no doubt prompted by the fact that the model for the present work was Pechstein's young new wife, Lotte Kaprolat.

In the summer of 1911 Pechstein and Lotte travelled to Nidden on the Curonian Peninsula and stayed there from mid-June until mid-September. The present work was executed during these three months - a period which was for Pechstein immensely fecund both privately and professionally. Writing to his friend Alexander Gerbig on 6 July 1911 Pechstein exclaimed, 'even if we have no money at least we know how to live... so let's dance [...] and jump, everything now is copulating, the roebuck is after the doe, and above our window the cock pigeon is cooing, on the street the rooster is strutting among his harem, so why not we humans, after all it is sensuality within us which creates [and] we owe it our lives and our work' (M. Pechstein quoted in B. Fulda & A. Soika, *op. cit.*, p. 106).

For the first time in his career Pechstein was able to devote himself exclusively to his work and produced more than sixty paintings, making it one of the most productive periods in his life: 'I had many uplifting hours of work which sent shivers down my spine' Pechstein later effused (M. Pechstein quoted in B. Fulda & A. Soika, *ibid.*, p. 107). While the experience of Moritzburg pervaded these new works, Pechstein now considered that he was able to capture the unity of man and nature in a stronger and more mature way. Lotte was a willing model and his sketches from this time show that the sources for his compositions were in fact alternate life studies of her moving through the landscape, which he later synthesised into group bather scenes; a compositional device which can also be seen in André Derain's *Les Baigneuses* from 1907 (J. Lloyd, *op. cit.*, pp. 197 – 199).

*Stehende und sitzende Akte* is almost certainly a work executed from life of Lotte adopting varying poses within an imaginary landscape. Working swiftly with watercolour and gouache, Pechstein captured the stance and form of his model in a manner which echoed the spirit of the 'quarter-hour nude' life drawing sessions that he had practised with other member of Die Brücke during the formative years of the movement in Dresden. At the same time, his lively depiction of the female form, standing, sitting and bending, directly opposed the 'frozen academic treatment of the subject...present[ing] us with an unconventionally active image of female nudity' (J. Lloyd, *ibid.*, p. 199).

The present work is a tantalising example from a key period in Pechstein's oeuvre. Just a year later he was to break away from the Brücke group after their collective withdrawal from the Neue Sezession (a splinter group of which Pechstein was a founding member). Drawing upon the aesthetic developments established in Moritzburg, it was during the 1911 trip to Nidden that Pechstein was able to articulate the concept of man and nature as one in a new-found imaginary and symbolic mode. *Stehende und sitzende Akte*, with its bold colours, liberated gestures and animated bathers, effectively conveys the principles at the heart of Die Brücke and is testament to the exuberant sensuality and productivity of this period for Pechstein: 'this summer of 1911 intoxicated me from beginning to end' he later declared (M. Pechstein quoted in B. Fulda & A. Soika, *op. cit.*, p. 107).

**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

6<sup>AR</sup>

**KEES VAN DONGEN (1877-1968)**

*Couple assis, enlacé*

signed with the artist's initials 'VD.' (lower right)

watercolour on paper

25.5 x 32.8cm (10 1/16 x 12 15/16in).

**£4,000 - 6,000**

**€4,600 - 6,900**

**US\$4,900 - 7,400**

This work will be included in the critical catalogue of the work of Kees van Dongen, currently being prepared by the Wildenstein Institute.

**Provenance**

Anon. sale, Christie's, London, 23 June 2005, lot 381.

Private collection, Milan (acquired at the above sale).





## PROPERTY FROM A DISTINGUISHED ITALIAN COLLECTION

7<sup>AR</sup>

### PABLO PICASSO (1881-1973)

*Femme nue à sa toilette*

signed, dated and numbered '8.3.70.II Picasso' (upper left); inscribed and dated '8.3.70. Dimanche' (verso)

pencil on buff card

22.9 x 32.8cm (9 x 12 15/16in).

Executed on 8 March 1970

£100,000 - 150,000

€120,000 - 170,000

US\$120,000 - 180,000

### Provenance

Galerie Louise Leiris, Paris, no. 014301.

Galleria Schubert, Milan (acquired from the above *circa* 1970).

Marazzi Collection, Milan (acquired from the above *circa* 1985).

Galleria Schubert, Milan (acquired from the above *circa* 1988).

Private collection, Milan (acquired from the above *circa* 2000).

### Exhibited

Paris, Galerie Louise Leiris, *Dessins en noir et en couleurs*, 15 December 1969 - 12 January 1971, no. 14.

### Literature

C. Zervos, *Pablo Picasso*, Vol. 32, *Oeuvres de 1970*, Paris, 1977, no. 41 (illustrated pl. 24).

The Picasso Project (eds.), *Picasso's Paintings, Watercolors, Drawings and Sculpture: The Final Years, 1970 - 1973*, San Francisco, 2004, no. 70-041 (illustrated p. 19).

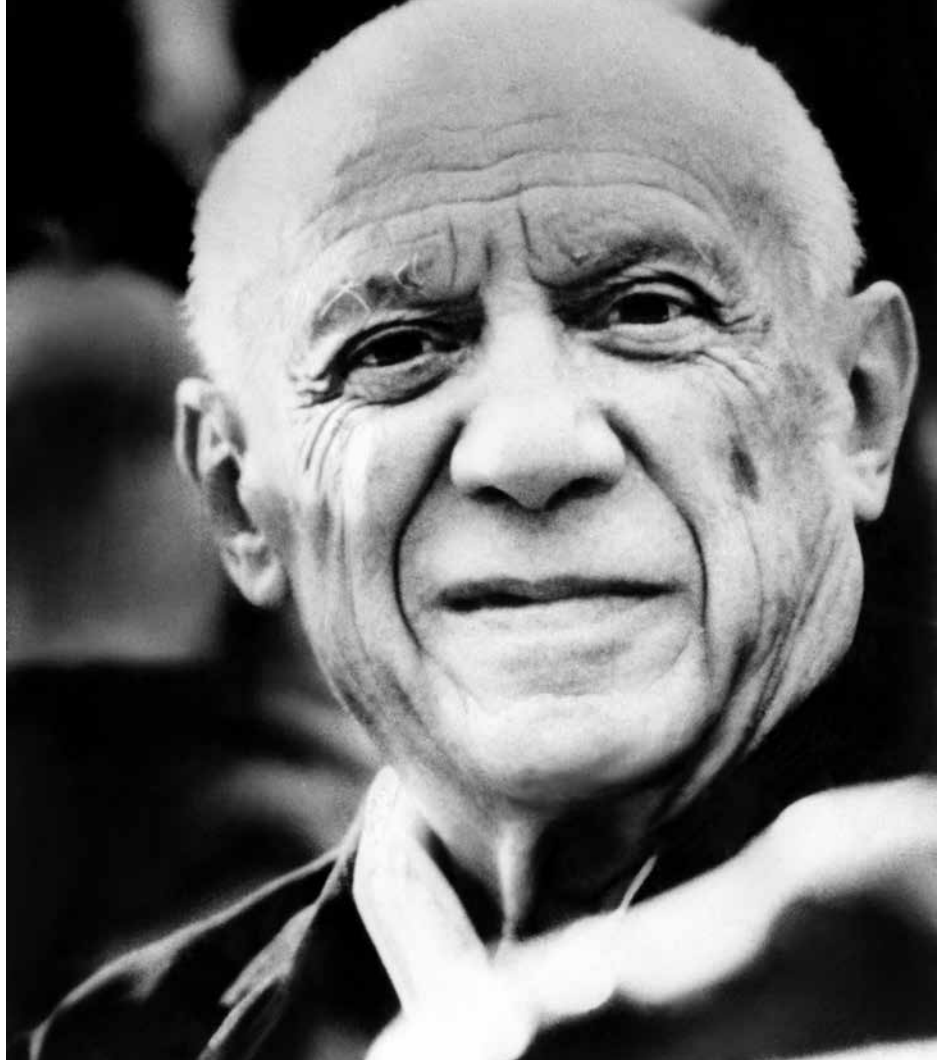
8.3.70. II

*Figure*



# PABLO PICASSO

## *Femme nue à sa toilette*



Pablo Picasso in 1971.

Drawn towards the end of Pablo Picasso's life, *Femme nue à sa toilette* shows a return to his early classical influences and expresses his abiding passion for life, art and desire itself: 'Picasso is eighty-nine in January of 1970, and he has sex on his mind' (The Picasso Project (eds.), *Picasso's Paintings, Watercolors, Drawings and Sculpture: The Final Years, 1970 - 1973*, San Francisco, 2004, p. ix).

One of four sketches drawn on Sunday 8 March 1970, the present work comes from a period of great productivity, as Picasso created over 1,000 works between 1970 and 1973, with 194 drawings between 15 December 1969 and 12 January 1971 alone, leading to this finale being hailed 'a sumptuous beast' (P. Daix, *Picasso, Life and Art*, London, 1993, p. 363).

Many of the works from 1970 have an erotic theme, with female nudes shown making love, modelling in the artist's studio, being entertained by musicians and harlequins or as in the present work, bathing as the viewer looks on. Critics have linked both Picasso's depiction of the erotic and his frantic working pace with an attempt to defy old age. Despite having married his second wife Jacqueline Roque in 1961 and settling in the south of France, retirement was not on Picasso's mind: 'I have less and less time, and more and more to say' (P. Picasso quoted in B. Léal, C. Piot & M.-L. Bernadac, *The Ultimate Picasso*, New York, 2000, p. 464).

Images are increasingly repeated and reworked in these later years – two further variations of the same nude, numbered I and III, were drawn on the same day as the present work and allow us to see how Picasso developed and pared down the composition. In the first sketch, *Femme nue aux fleurs*, the dynamic dramatically alters by having the nude look directly at the viewer. She holds a single flower stem in her hand and toys with her hair with the other, while opening her legs towards us. In *Femme nue à sa toilette* (III) we see the more innocent bather of the present work, washing herself oblivious to the voyeur, but gone are the flowers and extra accoutrements.

Speed was enabled by distilling images to their barest essence; *Femme nue à sa toilette* is created from sinuous lines with the sparsest of detail. A jumble of viewpoints allow the voyeuristic viewer to see the woman at her most voluptuous, as her plump arms, legs and rear are presented towards us. Picasso draws with deliberate confident lines, with no feathering or hesitation; the ends of her hair and even her toenails are captured in bold sweeps.

In its reduction of the nude to a few lines, the present work certainly references Picasso's long rivalry and friendship with Matisse, whom he first met in 1906. Picasso acknowledged his influence, stating that 'when Matisse died, he left his Odalisques to me as a legacy' (P. Picasso quoted in Exh. cat., *Picasso, Artist of the Century*, London,



Jean-Auguste-Dominique Ingres (1780-1867),  
*Le Bain turc*, 1863, Louvre, Paris.

‘One must paint like Ingres...  
 We must be like Ingres’

- Pablo Picasso

1998, p. 108). A debt to Degas' bathers is also felt in the presentation of the woman at her toilette, seemingly oblivious to the onlooker's gaze, yet presented as an object of desire by an artist battling the effects of age on his body. Picasso explained in 1971 that 'desire remains. It's the same thing with making love. We don't do it anymore, but the desire for it is still with us' (P. Picasso quoted in Exh. cat., *ibid.* p. 53).

The female nude was a subject Picasso returned to and reworked throughout his life, dominating his engravings as well as drawings at this time. He had long admired the classical nudes of Ingres ('one must paint like Ingres [...] We must be like Ingres' (P. Picasso quoted in Exh. cat., *Late Picasso*, London, 1988, p. 36)) and paid homage to *Le Bain turc* in a series of engravings from 1968; the master's subject matter, and sensual and voyeuristic character perhaps lingers in the present work. Having previously broken down the female body into contorted facets, by 1970 Picasso sought to retain the figure's unity and a sense of overall harmony.

Drawn just three years before his death, *Femme nue à sa toilette* stands testament to Picasso's enduring skill as a draughtsman and illustrates the most timeless of subjects: 'Picasso was indeed the painter of women, ancient goddess, alma mater, man eater, swollen balloon, weeping woman, hysterical female, her body coiled like an egg or abandoned to sleep, a pile of exposed flesh, woman happily pissing, fertile mother, or courtesan. No painter has gone this far in unveiling the female universe' (B. Léal, C. Piot & M.-L. Bernadac, *op. cit.*, p. 444).



Edgar Degas (1834-1917), *Bather*, 1899, Private collection.

**PROPERTY FROM A PRIVATE BELGIAN COLLECTION**

8<sup>AR</sup>

**MARC CHAGALL (1887-1985)**

*Clown au bouquet de fleurs*  
signed 'Marc Chagall' (lower right)  
India ink and wash on paper  
60.9 x 45.6cm (24 x 17 15/16in).  
Executed *circa* 1975

**£100,000 - 150,000**

**€120,000 - 170,000**

**US\$120,000 - 180,000**

The authenticity of this work has kindly been confirmed by the  
Comité Chagall.

**Provenance**

Anon. sale, Pierre Bergé & Associés, Brussels, 8 June 2011, lot 24.  
Private collection, Brussels (acquired at the above sale).



# MARC CHAGALL

## *Clown au bouquet de fleurs*

*Clown au bouquet de fleurs* stands testament to the enduring magic that the circus and its players held for Chagall: the noble profile of a clown takes centre stage while a nude equestrienne balances on her horse to the upper left. In his hands, the clown clasps the Chagallian bouquet of flowers which was often used to symbolise love in its joyous yet melancholic whole.

Travelling troupes were the first artists Chagall encountered as a child, who recalled early memories of acrobats, musicians and jesters visiting his home town of Vitebsk in Russia. The circus appeared as a dominant motif in his artwork from the 1920s onwards, following evenings spent at the Parisian Cirque d'Hiver at the invitation of the dealer Ambroise Vollard. Inspired, Chagall painted a series of nineteen gouaches which were translated into the *Cirque Vollard* lithograph suite. The artist was invited to attend the shooting of a film set in this same circus some thirty years later, prompting a return to the whimsical world of entertainers in his paintings and another series of lithographs entitled simply *Cirque*, published by Tériade in 1967.

Chagall often pondered his own fascination with the circus: 'these clowns, bareback riders and acrobats have made themselves at home in my visions. Why? Why am I so touched by their make-up and their grimaces? With them I can move towards new horizons. Lured by their colours and make-up, I dream of painting new psychic distortions' (M. Chagall quoted in S. Compton, *Chagall*, (exh. cat.), London, 1985, p. 14).

'It is a magic word, circus,  
a timeless dancing game  
where tears and smiles,  
the play of arms and legs  
take the form of great art'

- Marc Chagall

Freed from a fixed time and place, the fantastical world of the circus allowed Chagall to unleash his imagination, portraying tumbling acrobats, grimacing clowns, romantic horseback riders and soaring animals, explored in paint, ink, pencil and lithography. Chagall's circuses however were not just arenas of entertainment, but simultaneously a more sobering reflection of humanity. In *Clown au bouquet de fleurs* the viewer is presented not with a playful fool, but rather the elongated and noble profile of a player, boldly formed with dense ink strokes, whose features strongly resemble those of the artist himself as presented in works such as *Self Portrait with Palette*, 1955. The female rider, far from seeking to entertain us, glances aside at the clown, ostentatious nudity negated by her melancholic air. The fundamentally false nature of these actors' lives struck Chagall: 'it is a magic word, circus, a timeless dancing game where tears and smiles, the play of arms and legs take the form of great art. But what do most of these circus people earn? A piece of bread. Night brings them solitude, sadness. Until the next day when the evening flooded with electric lights announces a new old-life... The circus seems to me like the most tragic show on earth' (M. Chagall quoted in J. Baal-Teshuva, (ed.), *Chagall: A Retrospective*, Westport, 1995, p. 197). Indeed Chagall extended the circus as a metaphor for the devastating world events of the first half of the twentieth century – speaking in 1967, he commented: 'alas, in my lifetime I have seen a grotesque circus: a man roared to terrify the world, and a thunder of applause answered him' (M. Chagall quoted in J. Baal-Teshuva, *ibid.*, p. 197).



Poster advertising the *Cirque d'Hiver de Paris* featuring the Fratellini Clowns, circa 1927, Bibliotheque Nationale, Paris.





Marc Chagall in his studio in April 1960.

Hope is offered in the form of the equestrienne seen in so many of the artist's compositions, who looked to this motif for guidance and redemption: 'I would like to go up to that bareback rider who has just reappeared, smiling... I would circle her with my flowered and unflowered years. On my knees, I would tell her wishes and dreams, not of this world. I would run after her to ask her how to live, how to escape from myself, from the world, whom to run to, where to go' (M. Chagall quoted in J. Baal-Teshuva, *ibid.*, p. 197). Executed *circa* 1975, the present work was created in the artist's later years and certainly illustrates a dichotomy of hope and melancholy. The clown appears to offer an abundant bouquet of flowers to the horseback rider, an enduring symbol of romance in Chagall's work from its first appearance in *The Birthday* of 1915 in which Bella holds a small posy. A visual embodiment of the love he felt for her and his second wife Vava, bouquets by their very nature however are temporary, fleeting: 'cut flowers are ephemeral: through man's artifice their beauty is arranged momentarily [...] the artist reminds us of the importance as well as the ecstasy of human love' (S. Compton, *op. cit.*, p. 212).

Whilst flowers were often used as a vehicle for the artist's exuberant palette, the colourist here restrains himself to monochrome ink and wash, in which we can yet discern numerous gradations and variations in tone and line. Thick sweeps of dense ink form the clown's profile, hat and ruff, contrasting with the delicate tendrils of washed ink which form a botanical halo around the flowers. Geometric cross-hatching to the male's hair and eyebrow are echoed in his jacket, while calligraphic squiggles run freely across his costume and through the blooms. The composition is painterly, as if executed with speed and passion, with pigment allowed to run down the upper right edge, punctuated by a blot of ink below.

Known for his joyful use of colour, Chagall nonetheless enjoyed exploring more subtle variations within the media of ink and print. Showing his engravings to Alexander Liberman in 1956, the artist 'picked up a proof and pointed out, using musical terms, 'there must be the same black accents everywhere; 're-echos', that's the word. Black and white is a color. If you do not see color in a black and white picture, it is dead. In Rembrandt, Goya, and Daumier you can see the color in black and white, less so in the others. Matisse has a beautiful black and white because he was a colorist'' (J. Baal-Teshuva, *op. cit.*, p. 238).

The strong black outlines of *Clown au bouquet de fleurs* also reflect Chagall's contemporaneous work on stained glass windows in the mid-1970s. Religion featured in the artist's work through these designs, two series of illustrations of the Bible, and more subtly within compositions apparently of another subject altogether. Chagall was raised a Hasidic Jew, a faith in which dance and music are forms of prayer. The artist did not differentiate between his Bible illustrations and his portraits of clowns for example, and would elevate his circus compositions to a spiritual plane: 'I have always considered clowns, acrobats, and actors as tragically human; to me, they resemble the characters of certain religious paintings. And even today, when I paint a Crucifixion or another religious painting, I feel the same emotions that I experienced while painting circus people' (M. Chagall quoted in Exh. cat., *Marc Chagall*, San Francisco, 2003, p. 106).

**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

9

**PAUL SIGNAC (1863-1935)**

*Audierne, la jetée par gros temps*

signed, inscribed and dated 'Audierne P. Signac 27' (lower right)

watercolour and charcoal on paper laid down on card

*10 x 17.5cm (3 15/16 x 6 7/8in).*

Executed in 1927

**£5,000 - 7,000**

**€5,800 - 8,100**

**US\$6,100 - 8,600**

The authenticity of this work has kindly been confirmed by  
Madame Marina Ferretti.

**Provenance**

Galerie Thannhauser, Lucern & Berlin, no. 61391.

Anon. sale, Sotheby's, London, 13 October 1993, lot 25.

Private collection, Milan (acquired at the above sale).



**PROPERTY FROM A DISTINGUISHED PARISIAN COLLECTION**

10

**HENRI LE SIDANER (1862-1939)**

*Matin doré*

signed 'Le Sidaner' (lower left)

oil on canvas

73 x 60.3cm (28 3/4 x 23 3/4in).

Painted in 1920

£150,000 - 200,000

€170,000 - 230,000

US\$180,000 - 250,000

**Provenance**

Galerie Georges Petit, Paris, nos. 4818 & 21 998.

Private collection, Roubaix (by the early 1920s).

Thence by descent; their sale, Christie's, Paris, 25 March 2014, lot 3.

Private collection, Paris (acquired at the above sale).

**Exhibited**

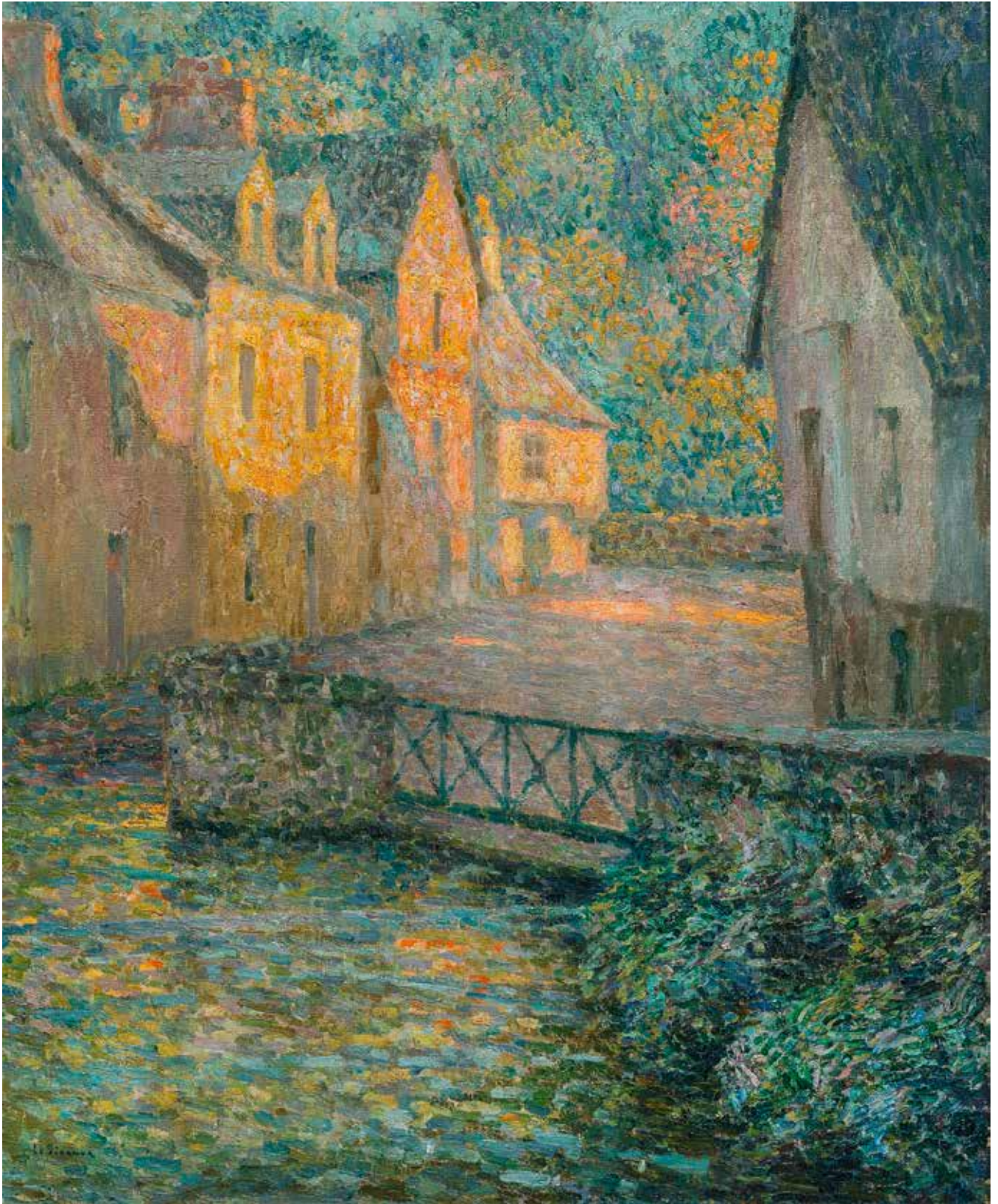
Pittsburgh, Carnegie Institute, *Twentieth Annual International Exhibition of Paintings*, 28 April - 30 June 1921, no. 192.

**Literature**

Y. Farinaux-Le Sidaner, *Le Sidaner, L'oeuvre peint et gravé*, Milan, 1989, no. 452 (illustrated p. 178).

Le Sidaner's 'entire work is  
influenced by a taste for tender,  
soft and silent atmospheres'

- Paul Signac



# HENRI LE SIDANER *Matin doré*

Painted in 1920 *Matin doré* demonstrates Henri Le Sidaner's exceptional talent in conveying the optical effects of colour and light. The varying manifestations of light, reflecting on a surface or filtering through the natural environment, was a key preoccupation for the artist throughout his career, so much so that he would advise his students that 'no landscape was worth painting if it was not enhanced by some play of light' (R. Le Sidaner, 'How I saw the painter Le Sidaner' in Y. Farinaux-Le Sidaner, *Le Sidaner – L'Œuvre Peint et Gravé*, Paris, 1989, p. 9). The present work stands as a fine example of such an atmosphere, depicting the corner of a charming village gently illuminated by the sunrise. Building the composition through a dazzling array of warm and cool tones, the artist adeptly conveys the dappled effects of the golden beams as they play across the surface of the buildings and the meandering river, capturing the transience of the sunlight as it casts its rays into the nocturnal gloom. The renowned art critic Camille Mauclair termed this enchanted moment of the day as 'Le Sidaner's time'. A brief period, be it the morning or evening twilight, in which light has the exceptional power to create this shimmering effect (R. Le Sidaner, *ibid*, p. 9).

Although Le Sidaner never called himself an Impressionist, he found that certain aspects and techniques suited him perfectly to render the brief moments of luminosity in the natural world upon the canvas. Selecting and combining his favourite compositional devices, Le Sidaner invented his own version of Impressionism, to which he would remain faithful throughout his life. According to Rémy Le Sidaner, 'his painting technique changed very little after 1900... A number of art critics claimed that Henri Le Sidaner was unaware of the great changes that had occurred in European painting at the beginning of the twentieth century. That was not the case. He had found his way in life and had decided that he would not stray from it' (R. Le Sidaner, *ibid*, p. 17).

A decisive moment in Le Sidaner's career was his two-year stay in Bruges. It was here within the magic of the mediaeval city with its many canals and Nordic atmosphere 'that he developed his personal brand of melancholy', and many of his subsequent works appear to be a nostalgic reinterpretation of its historic streets (L. Gascoigne, 'Henri Le Sidaner: The Artist Who Fell Between Two Schools', *The Spectator*, 10 May 2014).



Emile Claus (1849-1924), *Across the Canal*, 1900, Private collection.

*Matin doré* displays the characteristics of an Impressionist painting, almost bordering on Pointillism. In 1882 Le Sidaner began his studies at the Ecole des Beaux-Arts in Paris, however he soon rejected his academic training and began to follow the Impressionists. He was particularly drawn to the works of Claude Monet, whom he met several times, and his magnificent paintings of garden scenes at Giverny. Le Sidaner himself designed his own garden on a property in 1901 that he purchased in the sleepy little town of Gerberoy in Northern France. The garden was the setting to which he would frequently return for inspiration, however, as his son Rémy Le Sidaner recalled, 'Henri Le Sidaner was not always true to reality', the beautiful rosebushes and ponds of the garden were often recombined on the canvas to suit the compositional whims of the painter: 'When my father caught one of these 'special effects', he nodded in my direction and stood there, gazing out towards the horizon, impressing on his mind the scene he had just witnessed. The drawing was copied out any time of the day and transferred to the canvas' (R. Le Sidaner, *ibid*, p.10).

In Bruges he became acquainted with the works of Emil Claus, whose exquisite light effects created by his skilled play of colour and brushstroke, profoundly influenced Le Sidaner's style. For instance in *Across the Canal* from 1900, the impact that the Belgian artist had on Le Sidaner is clearly visible, notably in the chosen colour palette and opalescent light which shimmers on the water. However, whereas Claus' painting features people strolling down the canal, and the houses are clearly inhabited, *Matin doré* seems silent and almost deserted, as if it were a melancholic memory from the past re-imagined on the canvas. The artist's oeuvre clearly reveals that since his period in Bruges the appearance and interaction of human beings seemed to be almost irrelevant in comparison to his main preoccupation in reproducing optical plays of colour and light on the canvas. Indeed, as Paul Signac noted, Le Sidaner's 'entire work is influenced by a taste for tender, soft and silent atmospheres. Gradually, he even went so far as to eliminate from his paintings all human figures, as if he feared that the slightest human form might disturb their muffled silence' (P. Signac quoted in Y. Farinaux-Le Sidaner, *Le Sidaner – L'oeuvre peint et gravé*, Milan, 1989, p. 31).



Henri Le Sidaner (1862-1939), *Self Portrait*, 1896.

## PROPERTY FROM A DISTINGUISHED PARISIAN COLLECTION

11

### **GUSTAVE LOISEAU (1865-1935)**

*La vallée de l'Oise, environs de Pontoise*

signed and dated 'G Loiseau 1905' (lower left)

oil on canvas

54.3 x 65cm (21 3/8 x 25 9/16in).

Painted in 1905

**£40,000 - 60,000**

**€46,000 - 69,000**

**US\$49,000 - 74,000**

The authenticity of this work has kindly been confirmed by Monsieur Didier Imbert. This work will be included in the forthcoming Gustave Loiseau *catalogue raisonné* currently being prepared.

### **Provenance**

The artist's studio.

Galerie Durand-Ruel, Paris, no. 7890 9665 (acquired directly from the artist, 17 April 1905).

Mme. O'Meara Collection, Paris, 26 September 1906.

Mme. Cunningham Collection, Maison-Lafitte.

Galerie Durand-Ruel, Paris, 7 July 1911.

Alberto d'Atri Collection, Paris, 22 October 1942.

Roger Leybold Collection, Sceaux.

Anon. sale, Drouot-Richelieu, Paris, 17 June 2011, lot 138.

Private collection, Paris (acquired at the above sale).

### **Exhibited**

Dieppe, June - October 1905.

Warsaw, Tow Zachety Sztuk, *Wystawa Dzieł Artystów Francuskich*, 1 August - December 1911, no. 90.

Paris, Manzi Joyant & Cie, *Exposition d'Art Contemporain*, October 1912, no. 97.





**PROPERTY FROM A PRIVATE ENGLISH COLLECTION**

12<sup>AR</sup>

**MAURICE UTRILLO (1883-1955)**

'Aux Vignobles de France' Boulevard du Montparnasse à Paris  
signed and dated 'Maurice, Utrillo, V, Février 1924' (lower left)  
oil and pencil on paper laid down on canvas  
50.2 x 61.2cm (19 3/4 x 24 1/8in).  
Painted in February 1924

**£100,000 - 150,000**

**€120,000 - 170,000**

**US\$120,000 - 180,000**

**Provenance**

M. Higgins Estate.

Galerie Pétridès, Paris.

Anon. sale, Christie's, London, 5 December 1978, lot 63.

Private collection, UK (acquired at the above sale).

Thence by descent to the present owner.

**Literature**

P. Pétridès, *L'oeuvre complet de Maurice Utrillo, Tome V Supplément*,  
Paris, 1974, no. 2714 (illustrated p. 237).





Maurice Utrillo, *circa* 1930.

# MAURICE UTRILLO

*'Aux Vignobles de France'*

*Boulevard du Montparnasse à Paris*

*'Aux Vignobles de France' Boulevard du Montparnasse à Paris*, painted in February 1924, is an exceptional work by the master of the Ecole de Paris, Maurice Utrillo. Utrillo was the painter of Montmartre and Montparnasse, the arrondissements of artists, dancers, beggars and poets. These enclaves of poverty and creativity were Utrillo's native neighbourhoods, and he has since become synonymous with the depiction of their streets in the early decades of the twentieth century.

Utrillo was born in Paris in 1883, the illegitimate son of the artist and model Suzanne Valadon. Valadon had been the muse to numerous artists, including Degas, Renoir, Laurencin, Toulouse-Lautrec and Puvis de Chavannes, as well as the lover of a number of these great names. Studying their techniques whilst modelling she became a great artist in her own right: her style adopted the strength of colour and line from Lautrec, for example. There was much talk of who the father of Maurice was, with both Degas and Renoir's names mooted. Maurice eventually took the name of the artist Miguel Utrillo y Molins, and the truth was never to be known. He was a troubled child, but as he grew up his mother encouraged him to channel his efforts into painting, and he soon became as celebrated as she was.

With no formal training, Utrillo learnt to paint under the tutelage of both Suzanne and the painter Alphonse Quizet, and by the beginning of the 1920s he had established himself as a rising star of the Paris art scene. Utrillo held his first solo exhibition at Galerie Lepoutre, Paris, in December 1919. This was followed by shows in 1922 and 1923 at Galerie Paul Guillaume and Galerie Bernheim Jeune, two of the most fêted Paris galleries of the period. Despite his success during this time Utrillo was plagued by depression and alcoholism. He was committed to institutions throughout his life, and in 1923 he began to spend stretches of time outside of Paris for the benefit of his health.

It was during one such period that *'Aux Vignobles de France' Boulevard du Montparnasse à Paris* was painted. Utrillo was living in the department of Ain during the first months of 1924, but rather than paint the scenes surrounding him he often returned to his beloved Montmartre and Montparnasse. Utrillo did not only work from memory, but used postcards from the time showing landmarks such as the Lapin Agile, La Maison de Mimi Pinson, and the shop fronts of the famed Haussmannian boulevards, as seen in the present work. Here Utrillo depicts with evident joy the facade of the restaurant, Aux Vignobles de France, on the corner of rue Campagne-Première and Boulevard du Montparnasse. The artist picks out shop signs and



6 rue Campagne-Première and the corner of the 146 boulevard du Montparnasse, Paris.

posters, displaying clearly the colourful scripts and overlapping signage - a method he favoured clearly throughout his career, and one that is visible in works such as *Rue Sevestre, Montmartre* in the collection of the Museum of Modern Art in Paris.

Utrillo includes not only the sign of the *Brocanteur*, or bric-a-brac dealer, but also the poster in the restaurant's window, an indistinct reference to a 'Club Cubiste' - a nod perhaps to Montparnasse's status as the beating heart of the Cubist movement around this time. The brasseries where Gris, Braque, Picasso, Hayden and the rest of this circle spent their days, La Coupole and Café de la Rotonde, were just along the street from here. Although a well-known figure in the art world of Paris, Utrillo would remain very much on the outside of such circles: his eye was not cynical, and did not analyse like that of the Modernists, but rather he depicted with obsessive adoration the streets of the city that taught him to paint.



Maurice Utrillo (1883-1955), *Rue Sevestre, Montmartre*, 1923, Museum of Modern Art, Paris.

**PROPERTY FROM A DISTINGUISHED TURIN COLLECTION**

13<sup>AR</sup>

**MARIO SIRONI (1885-1961)**

*Periferia con cavallo bianco*

signed 'SIRONI' (lower right)

oil, pencil and wax crayon on paper laid down on canvas

43.2 x 47.4cm (17 x 18 11/16in).

Painted circa 1921 - 1922

**£50,000 - 70,000**

**€58,000 - 81,000**

**US\$61,000 - 86,000**

The authenticity of this work has kindly been confirmed by the Associazione per il patrocinio e la promozione della figura e dell'opera di Mario Sironi.

**Provenance**

Galleria del Milione, Milan, no. 9226.

Galleria d'Arte Narciso, Turin.

Private collection, Turin (acquired from the above, April 1970).

Thence by descent to the present owner.

**Exhibited**

Padua, Galleria La Chiocciola, *Sironi*, 9 - 26 October 1966 (titled 'Paesaggio urbano con cavallo').

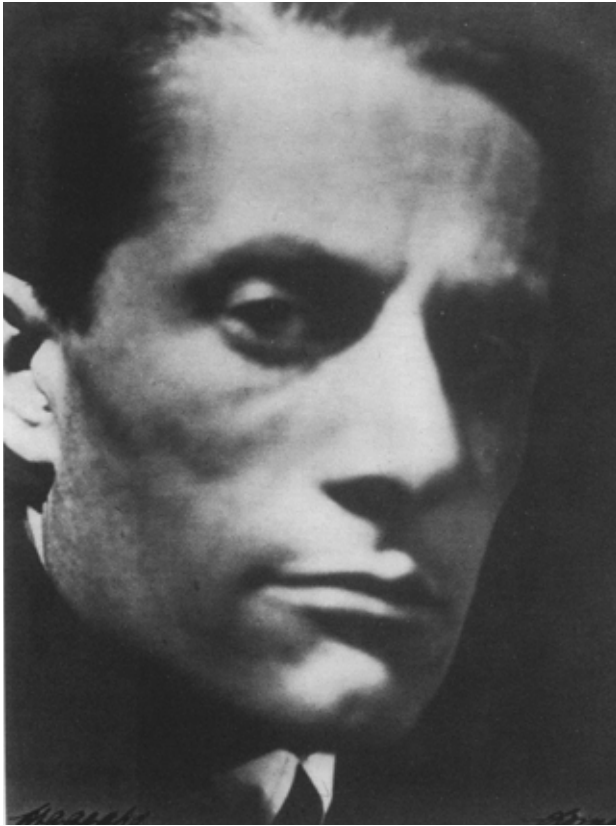
Turin, Galleria d'Arte Narciso, *Omaggio a De Pisis: artisti del '900 italiano*, 28 February - 31 March 1970, no. 58.

Düsseldorf, Städtische Kunsthalle Düsseldorf, *Mario Sironi*, 30 April - 26 June 1988, no. 76 (later travelled to Baden-Baden).

**Literature**

Exh. cat., *Mario Sironi 1885 - 1961*, Milan, 1993 (illustrated p. 158, titled 'Paesaggio urbano con cavallo bianco').





Portrait of Mario Sironi.

# MARIO SIRONI

## *Periferia con cavallo bianco*

'What can this commercial city give me if not the disgust and the need to defend myself from its own power?' (M. Sironi quoted in E. Camesasca, *Mario Sironi. Scritti editi e inediti*, Milan, 1980, p. 270). Through his art Sironi escaped the chaos and the difficulties of the industrial city, choosing instead to paint desolated urban landscapes. The overall oppressive atmosphere, the heavy black contours and the stormy sparks of light that Sironi applies in *Periferia con cavallo bianco* remind us of the Expressionists of the north such as Kirchner, Heckel and Perneke, whose works Sironi saw during his travels to Germany between 1908 – 1911.

The same sense of alienation that emerges from Sironi's canvas accompanied the artist until his death in 1961. During the first two decades of the century, despite recurrently suffering from depression, the artist enthusiastically embraced the modern ideas of the Futurist artists who were active both in Rome and in Milan. In Milan, Marinetti, Prampolini and Sant'Elia eagerly invited him to write and sign the Futurist manifesto 'L'orgoglio italiano' in 1916 and later the 'Contro tutti i ritorni in pittura' manifesto in January 1920.

*Periferia con cavallo bianco* belongs to a series of portraits of Milan which represent one of the most celebrated subjects of Mario Sironi's oeuvre. Painted with a dark palette relieved with flashes of white and silver in a remarkable play of *chiaroscuro*, and intersecting perspectives, the present work is one of the most accomplished studies of the city's suburbs.

The intersection of two roads is depicted, surrounded by typical solid and monumental Milanese buildings with grey walls and red roofs. Further along the road, to the far right, a tram comes towards us whilst a statuesque white horse stands in the foreground. The animal dominates the canvas and is led by a ghostly figure. Sironi captures a city that is suffering from the consequences of the First World War: the streets are empty and desolate, the buildings austere and the sky almost apocalyptic. There are no trees in the streets or flowers on the terraces, and the only human presence is a faded appearance, almost illegible, in the far left corner, rendered with a very thin layer of dark colour.

Sironi moved to Milan from Rome at the beginning of 1915. In this modern and ambitious metropolis the artist embarked on a new adventure which would shape the rest of his career. As the present work shows, Sironi's portrait of the city's outskirts stands as a metaphor for the harsh reality that the artist was experiencing in Milan:



Giotto di Bondone (circa 1266-1337), *The Expulsion of the Devils from Arezzo*, 1297-1299, San Francesco, Upper Church, Assisi.



Sironi loyally shared the principles of Futurism from the beginning but gradually distanced himself from the group's ideas to develop his own style. In the last manifesto of 1920 Sironi called out to all artists and invited them to find a new synthesis in art, building upon the original Futurist credo but looking also at the developments of the European avant-garde.

It is during the early 1920s that Sironi develops the emotionally penetrating urban landscapes for which he is most celebrated, where architectural elements of Milan take centre stage, as in the present work. *Periferia con cavallo bianco* shows Sironi's absorption of the Futurist style: the accentuated perspective, the dynamism of lines and the use of volumetric plastic forms which together give depth and movement to the composition.

The clear sense of drama and oppression in Sironi's paintings is always counterbalanced by the presence of glorifying elements. His 'periferie' seem to be theatrical stages set in a reality beyond time and space. In the present work an overwhelming feeling of desolation saturates the scene. Even the horse, with its strong sculptural presence, seems to belong to another world. The silent buildings stand solemn and watch the horse and the man walking towards the edge of the canvas, both bent over as they are struggling to move one more step forward. Yet, the moment that Sironi captures here is eternal, and as such, elevated to a level beyond the earthly that lasts forever; the horse reminds us of the equestrian monuments of great leaders of the past, and the imposing buildings that frame the streets become secular cathedrals which stand out regally against the grey horizon.

The emptiness of the scene, the silent atmosphere and the sense of a reality suspended beyond time is reminiscent of the metaphysical compositions of artists such as Carlo Carrà and Giorgio de Chirico who were active in the same years in Italy. The white horse, a recurrent

feature in Sironi's works, also recalls the metaphysical statues of de Chirico. Sironi's works of the late 1910s and early 1920s are often filled with metaphysical elements, yet he moves away from the pure dream-like imaginary of metaphysical art to develop his own style in which elements of Futurism merge with elements of Primitivism and classical art.

In 1922 Sironi joined the group of the 'Novecento' artists led by his close friend and art critic Margherita Sarfatti. The seven artists belonging to the group, including Carlo Carrà and Achille Funi, embraced a more conservative aesthetic compared to that of the Futurists, through a synthesis of forms and a return to classical figurative and archaic art. 'Novecento' artists looked back to the national classical traditions of great masters such as Giotto and Masaccio. Sironi was the main leader of the group and became the voice of the new art movement addressing the tensions and troubles of life in the modern world during the years between the two wars and depicting society through an epic and heroic eye.

In the present work one finds the influence of Primitivism and archaic art in the earthly tones and the geometrical blocks of the buildings, their elementary perspective and the monumentality imbued within them. *Periferia con cavallo bianco* perfectly illustrates Margherita Sarfatti's critique of Sironi's first urban landscape works exhibited in 1920 at the Galleria Arte in Milan: 'Above all Sironi is attracted to urban landscapes, high phalansteries flanking straight roads, the geometry in the windows and fences, the relentless monotony of walls, and that other, no less imperial and brutal geometry of cars, trams, vehicles [...] No water, in this landscape, no trees, forbidden is any form of vegetable, nevertheless from this mechanic squalor of the city of today Sironi managed to find (as this is the prodigy of art) the elements and the style of a new beauty and greatness' (M. Sarfatti, *Mario Sironi Paesaggi Urbani*, Milan, 1998, p. 11).



Giorgio de Chirico (1888-1978), *Piazza d'Italia con Arianna*, 1915, Private collection.

**PROPERTY FROM A PRIVATE ROMAN COLLECTION**

14<sup>AR</sup>

**GIORGIO DE CHIRICO (1888-1978)**

*Vita silente di oggetti su tavolo*

signed and dated 'g. de Chirico 1959' (lower right); signed and inscribed 'Giorgio de Chirico "Vita silente di oggetti su un tavolo."' (verso)

oil on canvas

92 x 138.3cm (36 1/4 x 54 7/16in).

Painted in 1959

**£130,000 - 180,000**

**€150,000 - 210,000**

**US\$160,000 - 220,000**

The authenticity of this work has kindly been confirmed by the Fondazione Giorgio e Isa de Chirico.

**Provenance**

Private collection, Rome (acquired directly from the artist, 1960).

Thence by descent to the present owner.

**Exhibited**

Rome, Palazzo delle Esposizioni, *VIII Quadriennale nazionale d'Arte di Roma*, 28 December 1959 - 30 April 1960, no. 12.





Giorgio de Chirico (1888-1978), *Self-portrait in the park in a 17th century costume*, 1959, Private collection.

# GIORGIO DE CHIRICO

*Vita silente di*

*oggetti su tavolo*

De Chirico had been the toast of Paris in the early years of the First World War, having been picked up by the art dealer Paul Guillaume following a referral from Picasso and Apollinaire. De Chirico's use of classical motifs was already established in these years: *The Transformed Dream* of 1913 depicts an ancient marble (in this case the head of Jupiter) flanked by a perishing bunch of bananas and two pineapples, in the background the faceless arches of the artist's *piazze*: the eternal and the temporary. A quintessential juxtaposition of inanimate objects, designed to trigger distant associations and memories.

The idea of imbuing objects such as classical sculptures, mannequins and fruit with intense meaning was central to de Chirico's *pittura metafisica*. His early works rarely featured human subjects, and yet these canvases constructed with the strangest collectives of objects

There are few names more intrinsically linked with the history of Italian Modern Art than that of Giorgio de Chirico. His unsettling scenes of town squares, unpopulated except for the odd monumental ancient sculpture or passing train, speak of an intensely Italian consciousness. De Chirico was born in Greece to Italian parents, and was trained in Athens amongst the ruins of the ancient world: a fascination with both mythology and archaeology can be seen as a thread that links his works from the modernity of his first group of paintings shown in Paris in 1913, through to his rejection of Modern Art, and subsequently to his return to classical and Baroque principles.

*Vita silente di oggetti su tavolo*, painted in 1959 and shown at the Rome Quadriennale in the same year, is a monumental piece full of references to both antiquity and the masters of the Renaissance and Baroque periods. A work of impressive size and detail, it marks the culmination of these interests and is one of the most fully realised of de Chirico's *vite silenti*.

‘Vita silenziosa’ (silent life).  
It refers to a painting, in fact, which represents the silent life of objects and things, a calm life, without sound or movement, an existence that expresses itself by means of volume, form and plasticity’

- Giorgio de Chirico



Frans Snijders (1579-1657), *Larder with Dead Game, Swan and Lobster, Fruit, Vegetables and a Pointer Bitch defending her Puppies*, Osterley Park.

spoke of the very human world of the mind. Just as de Chirico's star was ascending, he famously denounced the principles of Modern Art in an essay for *Valori Plastici* in 1919: advocating instead what he referred to as the 'Return of Craftsmanship' and lauding early Renaissance painters such as Luca Signorelli, all the while retaining the use of classical motifs. He was seemingly unable to shake the Greco-Latin influence of his descent.

In the present work, however, de Chirico had turned away from the classicism of the 1920s towards the Baroque period. From 1939 onwards the works of Peter Paul Rubens and Frans Snyders had a profound effect on de Chirico – the luxurious brushwork and dramatic stage settings of the Baroque masters can be seen in works such as *Self-Portrait in the Park in 17th century Costume*, where de Chirico self-consciously presents himself in the guise of a Baroque courtier. The same resplendent grandiosity is evident in the present work. The

riches on display across the table in *Vita silente di oggetti su tavolo* bear a striking similarity to the sumptuous compositions of Snyders, a close collaborator of Rubens and a master of the still life.

Ever the theorist, de Chirico was even particular about the nomenclature of his still lifes of the 1940s and '50s: 'In the German and English language 'natura morta' has another name that is far more beautiful and correct. The name is *Stilleben* and *Still Life*: 'vita silenziosa' (silent life). It refers to a painting, in fact, which represents the silent life of objects and things, a calm life, without sound or movement, an existence that expresses itself by means of volume, form and plasticity' (G. de Chirico, 'Le Nature morte', in *L'Illustrazione Italiana*, Milan, 24 May 1942, p. 500). This preference for the more cerebral German and English translation is indicative of de Chirico's approach to still life. Each object had a meaning or memory that it could trigger, and nothing was placed on the canvas without thought.



Giorgio de Chirico (1888-1978), *The Transformed Dream*, 1913, Saint Louis Art Museum, Missouri.

## PROPERTY OF A LADY

15<sup>AR</sup>

### **MASSIMO CAMPIGLI (1895-1971)**

*Ragazza con collana*

signed and dated 'CAMPIGLI 48' (lower right)

oil on canvas

53.6 x 44.7cm (21 1/8 x 17 5/8in).

Painted in 1948

**£30,000 - 50,000**

**€35,000 - 58,000**

**US\$37,000 - 61,000**

The authenticity of this work has kindly been confirmed by  
Monsieur Nicola Campigli.

### **Provenance**

Galleria Arte Moderna Gian Ferrari, Milan.

Private collection, Milan (acquired from the above, 1960).

Thence by descent to the present owner.

### **Exhibited**

Milan, Museo della Permanente, *Massimo Campigli, Essere altrove, essere altrimenti*, 26 October 2001 - 27 January 2002, no. 57.



## PROPERTY FROM A PRIVATE ENGLISH COLLECTION

16<sup>AR</sup>

### **GIORGIO DE CHIRICO (1888-1978)**

*Cavalli e cavaliere in riva al mare*

signed 'G. de Chirico' (lower right)

oil on burlap

46 x 55cm (18 1/8 x 21 5/8in).

Painted circa 1934

£80,000 - 120,000

€92,000 - 140,000

US\$98,000 - 150,000

### **Provenance**

Private collection (acquired directly from the Musée de l'Athénée exhibition, 1934); their sale, Sotheby's, London, 1 December 1982, lot 65.

Private collection, UK (acquired at the above sale).

Thence by descent to the present owner.

### **Exhibited**

Geneva, Musée de l'Athénée, *Exposition d'Art Italien*, 22 September – 18 October 1934, no. 34 (titled 'Chevaux au bord de la mer').

### **Literature**

M. Fagiolo dell'Arco, *Giorgio de Chirico / Altri enigmi. Opere dal 1914 al 1970, disegni, acquarelli, tempere, progetti per illustrazioni e per incisioni, figurini e scene teatrali*, Reggio Emilia, 1983, pl. f (illustrated p. 66, titled 'Cavalli e cavalieri al mare' and incorrectly catalogued as gouache).

M. Fagiolo dell'Arco, *I bagni misteriosi, de Chirico negli anni Trenta: Parigi, Italia, New York*, Milan, 1991, no. 19 (illustrated p. 184, titled 'Dioscuro').

M. Fagiolo dell'Arco, *De Chirico. Gli anni Trenta*, Milan, 1995, no. 19 (illustrated p. 184, titled 'Dioscuro').

Fondazione Giorgio e Isa de Chirico (eds.), *Giorgio de Chirico, catalogo generale - Opere dal 1912 al 1976*, Vol. I, Falciano, 2014, no. 123 (illustrated p. 139).





# GIORGIO DE CHIRICO

*Cavalli e cavaliere in riva al mare*

‘Giorgio de Chirico, who was born in Greece, no longer needs to paint Pegasus. A horse by the sea – with its colour, its eyes and its mouth – assumes the importance of a myth’

- Jean Cocteau

*Cavalli e cavaliere in riva al mare*, dominated by two muscular horses at the seashore in the shadow of a Grecian temple, immediately recalls the pictorial vocabulary so synonymous with Giorgio de Chirico's post-Metaphysical period. Following his deliberate rupture with modern art with his celebrated article of 1919, 'The Return to Craftsmanship', de Chirico called for a return to traditional subjects and techniques within his art, later developing an iconography which was to be directly inspired by the myth-laden land of his childhood.

Born to Italian parents in the Eastern port of Vólos, de Chirico spent the first eighteen years of his life in Greece. Moving to Athens in 1890, de Chirico's formative years were steeped in the visual history and architecture of this ancient city. He attended the School of Fine Arts at the Athens Polytechnic and recalled in an autobiographical text of 1919 practicing drawing at the age of twelve by copying the ancient statues at Olympia. The Grecian landscape and its archaeological treasures captivated the young artist, prompting a life-long love affair with the imagery of his birthplace: '...all these spectacles of exceptional beauty which I saw in Greece as a boy, and which were the most beautiful I have seen in my life, made a deep impression on me and remained... powerfully impressed on my mind' (G. de Chirico quoted in R. Barber, 'A Roman villa on Greek foundations, Athenian experiences and the imagery of Giorgio de Chirico', in *Apollo*, October 2002, no. 488, p. 3).



Giorgio de Chirico in 1936.

De Chirico's first known paintings from 1908 reveal a penchant for mythology; scenes with sirens, tritons and marine divinities. These mythical yearnings, alongside direct classical motifs, were also present throughout his *pittura metafisica*, but it was not until the 1920s that the painter began to apply a consistent historicising and Neo-classicism to his work. This transformation was in response to his professed desire in 1919 to be a 'classical painter': 'I lay proud claim to the three words I should like to have as the seal set on each of my works: Pictor classicus sum' (G. de Chirico, 'The Return to Craftsmanship', 1919, quoted in M. Holzhey, *De Chirico 1888 – 1978 The Modern Myth*, Cologne, 2005, p. 60). At the same time, the new desire for solidity and equilibrium within his art was congruent with a larger movement known as a 'Rappel à l'ordre'. Developed across Europe in the years following the First World War, this cultural manifestation sought to reimpose a sense of order and plasticity to a world in disarray, offering a visual restorative to the devastated post-war landscape.

De Chirico's new paintings initially explored the techniques and subject matter of the Old Masters from the Italian Renaissance, but from 1922 his style changed and he began to be influenced by the drama of Arnold Böcklin's mid-nineteenth century mythological scenes set within Mediterranean landscapes. Shortly thereafter, de Chirico met Raissa Gurievich, a Russian ballerina who was to become his first wife. In 1925 Gurievich began her studies in archaeology at the Sorbonne, and it was at this moment, as she recalled, that horses in classical settings became a key theme within de Chirico's work: 'The house was full of photographs of the Parthenon, temples and capitals' she explained, 'then Georges started to draw horses with ruins' (R. Gurievich quoted in P. Thea, 'De Chirico and the Disclosure of Myth', in J. de Sanna (ed.), *op. cit.*, p. 37 – 38). De Chirico's subsequent and almost obsessional depiction of horses in the years that followed was to divide opinion, prompting sneering remarks from some critics who proclaimed that he had recently taken up horse-breeding on an intensive scale (M. Holzhey, *op. cit.*, p. 69 – 70).

'The house was full of photographs of the Parthenon, temples and capitals...then Georges started to draw horses with ruins'

- Raissa Gurievich

Acting as the archetype which underpinned his varied formal developments, de Chirico would continue to develop the motif of the horse throughout his career. In his 1939 novel *Un'Avventura di Monsieur Durdron*, the artist describes how the theme of horses allowed him to strive for pictorial quality without being concerned by pictorial innovation. Evolving from tranquil, sculptural beasts, they were later invested with vitality and acquired grandiose flourishes in accordance with his neo-baroque idiom of the 1940s and '50s.

What remained was de Chirico's persistent association of the horse with mythology. A text from 1913, at the beginning of his career, directly makes this association: 'I still think of the enigma of the horse, in the sense of the marine god: once I envisioned it in the gloom of a temple that rose above the sea; the speaking messenger and the seer that the sea god has given to the king of Argos. I imagined it made of cut marble as white and pure as a diamond. It crouched like a sphinx on its haunches and in the movement of its white neck were to be found enigma and infinite nostalgia of the deep' (G. de Chirico quoted in J. de Sanna (ed.), *op. cit.*, p. 246). Thus, while de Chirico's post-metaphysical period tended to reference the classical world and Greek mythology in a more direct way – the motif of the horse still looked back to de Chirico's metaphysical journey, namely the quest for the deeper meaning behind the immediate appearance of things. As Cocteau astutely observed, by merely painting a horse on a beach he imbued his work with mythological significance, de Chirico 'no longer needs to paint Pegasus'.



Giorgio de Chirico (1888-1978), *Melanconia*, 1912, Private collection.



Arnold Böcklin (1827-1901), *Mondscheinlandschaft mit Ruine*, 1849, Private collection.

**PROPERTY FROM A PRIVATE FRENCH COLLECTION**

17<sup>AR</sup>

**FRANCIS PICABIA (1878-1953)**

*Les arbres en fleurs à Villeneuve-sur-Yonne*  
signed and dated 'Picabia 1906' (lower right)  
oil on canvas  
74 x 92.4cm (29 1/8 x 36 3/8in).  
Painted in 1906

**£130,000 - 180,000**

**€150,000 - 210,000**

**US\$160,000 - 220,000**

**Provenance**

The artist's studio; his sale, Hôtel Drouot, Paris, 8 March 1909, no. 23.  
Private collection, France (acquired at the above sale).  
Thence by descent to the present owner.

**Exhibited**

Paris, Galerie Haussmann, *Picabia*, 1 - 15 February 1907, no. 71.

**Literature**

W. A. Camfield, B. Calté, C. Clements, A. Pierre & P. Calté, *Francis Picabia, Catalogue Raisonné*, Vol. I, 1898 - 1914, New Haven & London, 2014, no. 262 (illustrated p. 249).





Francis Picabia (1879-1953), *Villeneuve-sur-Yonne sous la neige*, 1906.

## FRANCIS PICABIA

### *Les arbres en fleurs à Villeneuve-sur-Yonne*



Francis Picabia (1879-1953), *Voyager dans un Paysage*, 1903.

While Francis Picabia is most famous for his contribution to the Surrealist movement, his oeuvre covered almost every major artistic movement of the first half of the twentieth century, including Impressionism, of which *Les arbres en fleurs à Villeneuve-sur-Yonne* is a striking example. A romanticised version of Picabia's first attempt at Impressionism describes how the young artist, who had developed a precocious taste for women and the Parisian nightlife, began an amorous escapade that would lead him into its discovery. Aged just eighteen years old, the passionate Picabia met Madame Orliac, then the mistress of a well-known journalist, with whom he fled to Switzerland in pursuit of a tryst. Inspired by his recent acquaintance with the Pissarro family, the beauty of the Swiss landscape, and in a bid to make money, Picabia sold some landscapes and allegedly started to paint in an Impressionist manner. The reliability of this story is contested and it is more likely that Picabia, who was a student at the Ecole des Art Décoratifs, naturally fell into the movement in 1902-1903, influenced by Monet, Sisley and Pissarro's works which were widely exhibited at Paris's avant-garde galleries. However unclear the beginnings of Picabia's career remain, what is without doubt is that he fully embraced Impressionism's style and characteristics, producing well over 300 canvases from 1903 until 1909.

Painted in 1906, the present work dates from the period marked by Picabia's eager exploration of the Impressionist technique and is indicative of his wide ranging talent. Often eclipsed by his contribution to the Dada movement, his art from the very beginning of the twentieth century offers a superb display of paintings of the highest quality. As William Camfield explained: 'Picabia's image has been so dominated by his Dada activities that even some friends have found it difficult to believe that he once was an Impressionist. Their surprise notwithstanding, virtually every artist who contributed to 'modern' art during the first decade of the twentieth century passed through an Impressionist or Neo-Impressionist phase early in his career; Picabia is exceptional only in the fact that for him Impressionism was not merely a passing phase but a major period' (W. Camfield, *Francis Picabia: His Art, Life and Times*, New York, 1979, p. 8). Picabia's career was definitively launched when he exhibited at four major salons in 1903: the *Salon des indépendants*, the *Salon de Mai*, the *Salon d'Automne* and the *Salon Annuel du Cercle Volney*, the combination of which brought him critical praise and financial success.

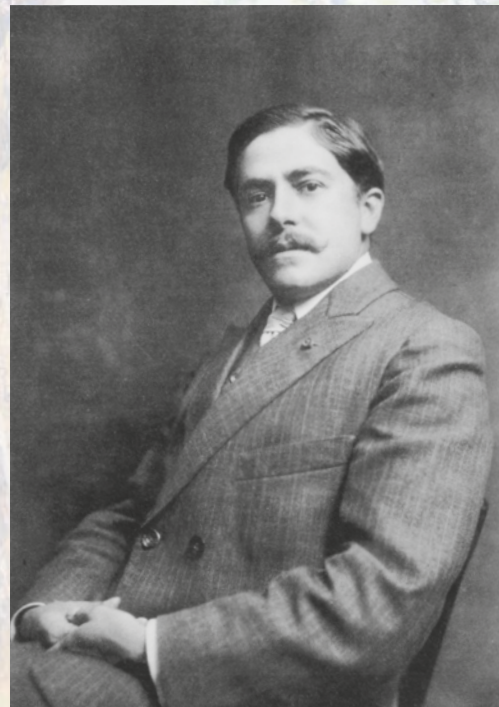


Francis Picabia (1879-1953), *Soleil du Matin au Bord du Loing*, 1908.

Describing a glorious spring day, *Les arbres en fleurs à Villeneuve-sur-Yonne* has all the elements that convey the immediacy of a work executed in the open air and is an outstanding example of Picabia's newly mastered Impressionist style. Delicate shades of dusty pinks, soft greens and blues dominate the succulent palette, gently contrasting with the maroons and oranges of the earth and stubble to the foreground. The field, which is delineated by a sharp diagonal, starts abruptly at the lower left quadrant, inviting the viewer into the scenery. The eye is then led to the monumental blossoming tree standing at the centre, abounding with white, fluttery blooms - a splendid apotheosis to spring. Yet, while the composition so expertly captures the sensations of a spring-time scene *en plein-air*, the harmonious configuration, tight formal execution and large format of the work suggest that it was more likely to have been painted in the studio, a technique which distinguished Picabia from his peers: 'in contrast to the original impressionists, Picabia displayed less concern for optical properties and a greater interest in form and composition' (W. Camfield, *ibid*, p. 9). Sisley's landscapes for example, were almost exclusively painted outdoors so to capture the fleeting atmospheric moments of the day.

Picabia's own view of Impressionism oscillated between objective and subjective methods, which he explored in three consecutive styles. The first, which dominated the period between 1903 and 1905, was an analytical approach, such as *Voyager dans un Paysage*, the second from 1906 was more a subjective interpretation of the landscape, such as *Villeneuve-sur-Yonne sous la neige*, and finally came the more 'experimental' approach, which can also be classified as Neo-Impressionist, from 1908 to 1909, as seen in *Soleil du Matin au Bord du Loing*. Throughout these varying perspectives Picabia sought to use paint in a way which expressed the mood generated by nature. Discussing Picabia's interpretation of Impressionism, the celebrated art critic L. Roger-Milès wrote: 'Nature presents itself to us with successive and infinitely varied harmonies; one must trap its character in a synthesis both lifelike and expressive... And in order to reveal all of this to us; the landscapist must be one who is moved by feeling; he must 'interpret', not 'copy'; his work must reflect his own sensation, and not just the image of what strikes his retina without a reverberation in his soul' (W. Camfield, *ibid*., p. 12). Crucially, Picabia did not conceive his art as the literal representation of nature, but rather as his own emotional experience of it.

Soon, Picabia's formidable artistic appetite led him to move away from the aesthetics of Impressionism. Coinciding with his marriage to Gabrielle Buffet, a music student, Picabia abruptly ended his Impressionist era, breaking relationships with several of the Parisian galleries that helped launch his career. In a dramatic move he auctioned off his Impressionist stock in the sale of more than a hundred paintings, including the present work, at the Hôtel Drouot on 8 March 1909. The sale was a resounding success despite a boycott by angered dealers. Considered among the greatest artists of the twentieth century, Picabia constantly reinvented his work, naturally separating himself from any restrictive edicts. His art skilfully defied categorisation, in many cases anticipating and leading the way for future artists for generations to come.



Francis Picabia in February 1907.

**PROPERTY FROM A PRIVATE HONG KONG COLLECTION**

18 \* AR

**RENE MAGRITTE (1898-1967)**

*La folie Almayor*

signed 'Magritte' (lower right)

gouache on paper

25.1 x 19.4cm (9 7/8 x 7 5/8in).

Executed in 1959

£300,000 - 500,000

€350,000 - 580,000

US\$370,000 - 610,000

**Provenance**

Barnet & Eleanor Cramer Hodes Collection, Chicago, by whom commissioned from the artist, July 1959.

Anon. sale, Christie's, London, 3 December 1996, lot 218.

Private collection, Hong Kong (acquired at the above sale).

**Exhibited**

Chicago, The Art Institute of Chicago, *Magritte*, 16 March - 30 May 1993, no. 150.

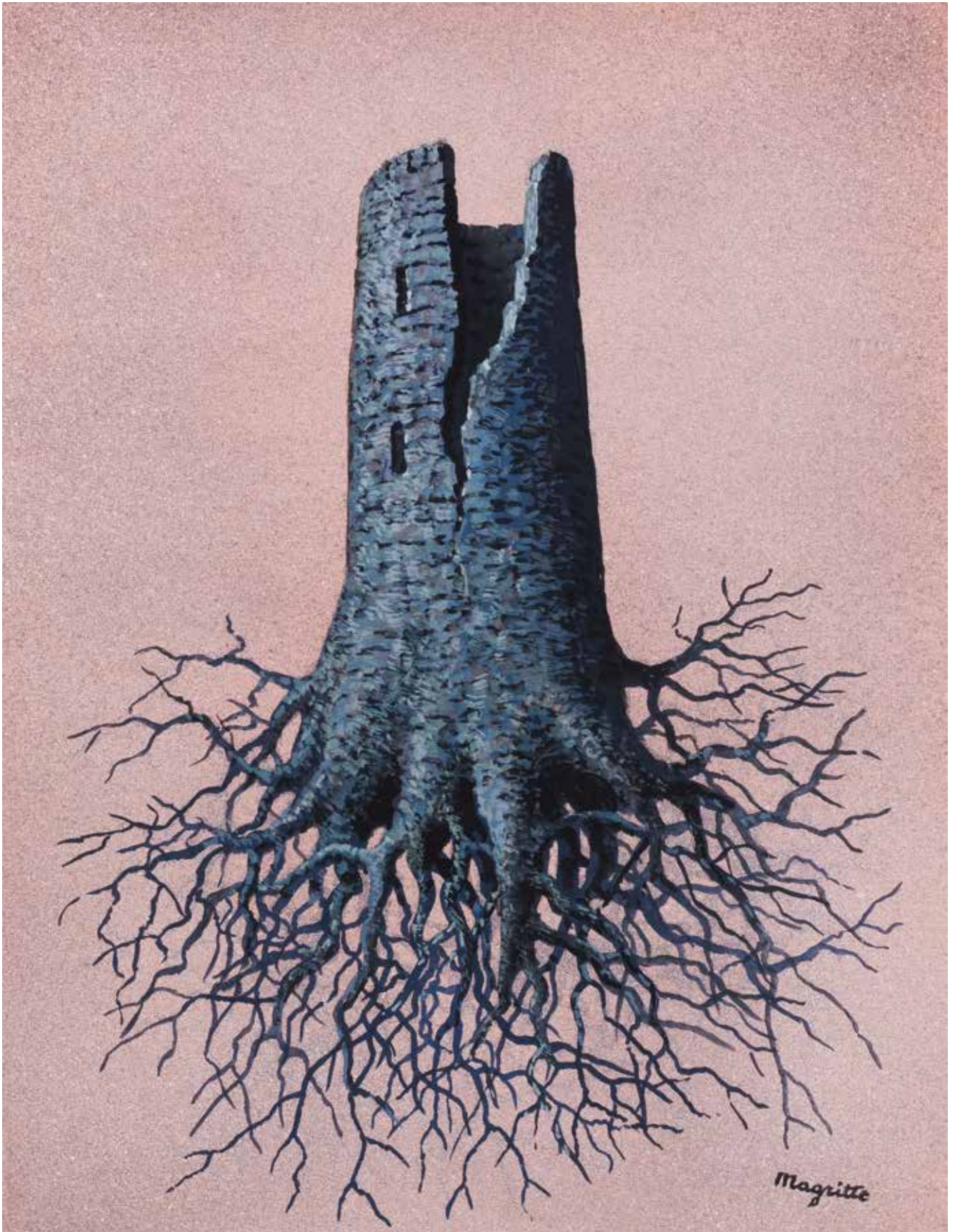
**Literature**

Letter from Hodes to Magritte, 1 July 1959.

Letter from Magritte to Hodes, 3 July 1959 (erroneously dated 3 June).

D. Sylvester (ed.), *René Magritte, catalogue raisonné*, Vol. IV, *Gouaches, Temperas, Watercolours and Papiers Collés 1918 - 1967*, London, 1994, no. 1466 (illustrated p. 219).





# RENE MAGRITTE

## *La folie Almayer*



René Magritte (1898-1967), *La folie Almayer*, 1951, Private collection.

*La folie Almayer* is a variant of the eponymous oil originally painted by Magritte in 1951 and was commissioned as a gouache by the Chicago lawyer and avid collector of the artist, Barnett Hodes. The motif of the ruined tower goes back to some of Magritte's earliest work and was a subject he returned to several times. The present work dates from 1959, with one version painted in 1952 and a further two *circa* 1960.

Discussing *La folie Almayer*, Magritte said in a letter to friend and writer Paul Colinet on 9 May 1951, that it formed the solution to a creative impasse he had recently been struggling with, and specifically the problem of 'the root': 'and, moving from one thing to another, after choosing Theatre Root [Racine], House Root, I have chosen for the picture: Roots of feudal towers' (R. Magritte quoted in D. Sylvester (ed.), *René Magritte, catalogue raisonné*, Vol. III, *Oil Paintings, Objects and Bronzes 1949 – 1967*, London, 1993, p. 181).

Preparatory drawings for the 1951 oil appear on two postcards from 11 May that year, addressed to Colinet and fellow Belgian Surrealist Louis Scutenaire. On the former card Magritte expounds: 'My periodic creative crisis is now over, having just been resolved by finding the solution to the picture of the feudal root. I am telling you this because the extraordinary thing is that the solution was already at hand and all I had to do was think of it: 1) from the picture 'The active voice', it was inappropriate to present the tower root in the same setting as those of previous pictures. An experiment made in this wrong direction caused me revulsion. 2) By representing the root on a plain background, pleasure is achieved. 3) An old red chalk drawing already contained the root of this solution to the crisis. 4) A title of genius would be welcome' (R. Magritte quoted in D. Sylvester (ed.), *ibid.*, p. 181).

The sketch he refers back to is his illustration for Paul Eluard's poem *Vieillard*, reprinted by Editions Luminère in 1946. The turret stands alone as in the present work, its fortress broken by a ruined wall, yet the tower's metamorphosis into a tree does not appear until his 1951 postcards. Magritte's distinctive melding of disparate objects and juxtaposition of unlikely companions can be traced back to his first acknowledged Surrealist work, the 1926 collage *Le Jockey perdu* in which large chess-like balustrades formed of sheet music appear to sprout branches, whilst the jockey tries in vain to outride the stage on which he is trapped: 'I have found a new potential in things – their ability to become gradually something else, an object merging into an object rather than itself' (R. Magritte quoted in J. Helfenstein & C. Elliott, *Magritte, The Mystery of the Ordinary 1926-1938*, (exh. cat.), New York, 2013, p. 72).

Magritte had been inspired by the works of Metaphysical artists such as de Chirico, whose *Song of Love* purportedly moved the Belgian to tears. This 1914 composition brings together incongruous elements such as a surgeon's glove, an antique bust and a green ball, a grouping which serves to disrupt and disturb the viewer's perception of reality. In *La folie Almayer* we see the unexpected regeneration of a ruined tower into a living tree, as the cracked turret takes on the appearance of a weathered trunk with roots unfurling below. The delicate tendrils add movement to an otherwise static object, pushed flat against the picture plane and hovering in space. The inanimate is made animate by the hand of the artist: 'the all-powerful hand can do as it pleases with the heaviest stones and a wall' (R. Magritte quoted in D. Sylvester (ed.), *René Magritte, catalogue raisonné*, Vol. II, *Oil Paintings and Objects 1931 – 1948*, London, 1993, p. 377).

'I have found a new potential in things – their ability to become gradually something else, an object merging into an object rather than itself'

- René Magritte



Giorgio de Chirico (1888-1978), *The Song of Love*, 1914, Museum of Modern Art, New York.

In his effort to return our child-like sense of wonder in the world, Magritte sought to represent everyday objects in unexpected ways: 'In view of my determination to make the most familiar objects scream aloud, these had to be disposed in a new order and to be charged with a vibrant significance: the cracks we see on the fronts of our houses and the seams upon our faces, to me they looked more eloquent in the sky. Turned wooden table-legs lost the innocent existence we ascribe to them if they suddenly appeared towering up in a forest' (R. Magritte quoted in P. Waldberg, *René Magritte*, Brussels, 1965, p. 116). In this goal, the artist was at one with his Surrealist cohorts, who for him represented a liberation of style and thought. However, Magritte had experimented with a wide range of techniques, painting variously under the banner of Impressionism, Cubism and Fauvism and had even rejected Surrealism for a period after the Second World War. He remained a more representational painter than many of the Surrealists and thought carefully about his compositions rather than allowing an automatic, dream-led process to take over. Magritte's decision to paint objects in a more realistic manner was intended to allow the viewer direct access to his work: 'the true goal of the art of painting is to conceive and execute paintings that are able to give the viewer a pure visual perception of the exterior world, the painter must not contravene the natural workings of the eye, which sees objects according to a universal visual code: for example, the eye perceives the object 'sky' as a blue surface. If the painter wishes to give a pure visual perception of the sky, he must employ a blue surface' (R. Magritte quoted in H. Torczyner, *Magritte: The True Art of Painting*, London, 1979, p. 127).



René Magritte (1898-1967), *Le jockey perdu*, 1926, Private collection.



René Magritte (1898-1967), *Le Château des Pyrénées*, 1959, Collection Harry Torczyner.

If Magritte's painting style allows the viewer to read the objects readily, his titles paradoxically serve to obscure. In the present work we can easily discern the metamorphosis of a 'feudal tower' into a tree, but the title appears to stand alone. Magritte asked his friends Colinet, Scutenaire and the founder of Belgian Surrealism, Paul Nougé, to come up with a title for this subject. The latter men both claim it was they who suggested the title of Joseph Conrad's first novel, a tale of pirates and smugglers set in the jungle of Borneo. Magritte had a passionate love of literature and surrounded himself with writers and poets. As a young man he had even tried his hand at writing detective novels under the pseudonym 'Renghis', a combination of his forenames René and Ghislain. Another novel also inspired the title of a painting that year: commissioned by Magritte's friend, New York lawyer Harry Torczyner, in order to cover a poorly appointed window in his apartment, *Castle of the Pyrenees* shows a fortified castle on a rock floating above the sea, and refers to a Gothic romance by Ann Radcliffe.

Louis Scutenaire and his wife would regularly visit Magritte and his wife Georgette on Sundays, where they would be invited to give names to his recent paintings; up to 170 compositions are thought to bear the titles the Scutenaires suggested. Magritte was seemingly searching for ways in which to obstruct an easy reading of his work, saying of his titles that they 'are not explanations. The titles are chosen in such a way as to prevent my pictures being put into some familiar context

suggested by the automatic flow of thought in order to avoid uneasiness. The titles are meant as an extra protection to counter any attempt to reduce poetry to a pointless game' (R. Magritte quoted in D. Sylvester, (ed.), *René Magritte, catalogue raisonné*, Vol. V, *Supplément*, London, 1997, p. 20).

Just as Magritte asked for a 'title of genius' in his 1951 postcard to Colinet, so he described a new background in which 'pleasure is achieved'. In the present work we see a warm, pinky-red background misted finely across the paper, relating closely to the setting of Magritte's *La voix active* of 1951. Painted just before the oil version of *La folie Almayer* that year, the artist saw his new colour field setting as an exciting new development, telling Colinet that there was 'no longer any question of using the settings found in his earlier works' (R. Magritte quoted in S. Whitfield, *Magritte*, (exh. cat.), London, 1992, n. p.). Turning his back on the more narrative settings of his earlier work, the plain background now heightens the viewer's sense of confusion, as recognisable objects are isolated in space, untethered to the ground and floating free of logical association. Although Magritte continued isolating objects against two-dimensional colour fields over the next few months, it was a relatively short-lived experiment. Each version of *La folie Almayer*, however, shows the same 'plain background' that Magritte deemed integral to this particular composition.

The present work was commissioned by Barnet Hodes in July 1959 and was one of eight gouaches painted by Magritte for him that year alone. A successful Chicago lawyer, Hodes had a particular interest in Surrealism and was introduced to several artists from the movement by his client, the collector William Copley. Hodes had two artistic ambitions: the first to own one work by each of the artists who had exhibited in the first Surrealist show at the Galerie Pierre of 1925; the second to own a gouache version of each of Magritte's most iconic paintings. He first visited the artist's studio in 1956 and left having purchased three gouaches that very day. Hodes created what became known as the 'Magritte wall' in his apartment and the collection he amassed along with wife Eleanor continued to grow. At first the lawyer wanted Magritte to faithfully replicate his works in miniature, but the artist quickly grew frustrated: 'I shall have to rethink these works, which already date back quite a few years, so that the work I produce doesn't become a simple mechanical copy. I am not thinking of 'doing better', but of doing something 'just as good'' (R. Magritte quoted in S. Whitfield, *ibid.*, n. p.).

Smaller than the original oil painting and delicately painted, each brushstroke beautifully distinct, the present variation was requested by Hodes, but the additional versions were not: Magritte 'had always found the idea of recreating his own images a desirable one' (S. Whitfield, *ibid.*, n. p.). *La folie Almayer* allowed the artist to explore an experimental new picture setting whilst continuing to provoke and unsettle the viewer through mysterious metamorphoses and unexpected juxtapositions, which 'enabled him to achieve his goal of engendering a disturbing poetic climate, plunging us into disorder and thereby bringing us closer to the mystery, the source of all knowledge' (G. Ollinger-Zinque & F. Leen, (eds.), *René Magritte 1898-1967*, (exh. cat.), Brussels, 1998, p. 18).



René Magritte, *circa* 1965-1967.

SALVADOR  
DALÍ

*Figura de perfil*





Dalí on the beach at Port Lligat near Cadaquès

**PROPERTY OF A DISTINGUISHED SPANISH COLLECTOR**

19<sup>AR</sup>

**SALVADOR DALÍ (1904-1989)**

*Figura de perfil*

signed and dated 'Salvador Dalí 1925' (upper right)

oil on board

74.2 x 50cm (29 3/16 x 19 11/16in).

Painted in El Sortell, Cadaqués, in 1925

**£800,000 - 1,200,000**

**€920,000 - 1,400,000**

**US\$980,000 - 1,500,000**

The authenticity of this work has kindly been confirmed by  
Monsieur Nicolas Descharnes.

**Provenance**

Ana María Dalí Collection, the artist's sister, Spain (a gift from  
the artist).

Joaquim Cusí Furtunet Collection, Figueres (a gift from the above).

Private collection, Barcelona (acquired from the above, by 1950).

Thence by descent to the present owner.

**Exhibited**

Barcelona, Galeries Dalmau, *Exposició S. Dalí*, 14 - 27  
November 1925, no. 10.

**Literature**

S. Gasch, 'Pintura Catalana II', in *Atlántico*, Madrid, 1929  
(illustrated p. 74).

Fundació Gala-Salvador Dalí (eds.), *Salvador Dalí, catalogue  
raisonné of paintings*, Vol. I, 1910 to 1930, online catalogue,  
2004, no. 147 (illustrated).

Exh. cat., *Dalí inèdit: els dibuixos de Montserrat*, Girona,  
2007 (illustrated p. 25).







Salvador and Ana Maria Dalí in Cadaqués, circa 1925-1926.

# SALVADOR DALÍ

## *Figura de perfil*

*Figura de perfil* was painted at El Sortell, a peninsula off Dalí's beloved Cadaqués, 'which I consider by far the most beautiful place in the world' (S. Dalí, *The Secret Life of Salvador Dalí*, New York, 1942, p. 167). The rocks and cove visible from the window appear in several works from the 1920s such as *Portrait of the Cellist Ricardo Pichot*, and indeed Dalí's close friend Ramon Pichot's family home was here. Although born in Figueres, a small Catalan town north of Barcelona, Dalí loved spending his school holidays in the nearby fishing village of Cadaqués, where his father had been born and where the family had a small holiday house, 'El Llaner'. He spent many happy summers there and returned to the familiar coastline throughout his life, setting up his first home with Gala Eluard nearby at Port Lligat in 1930.

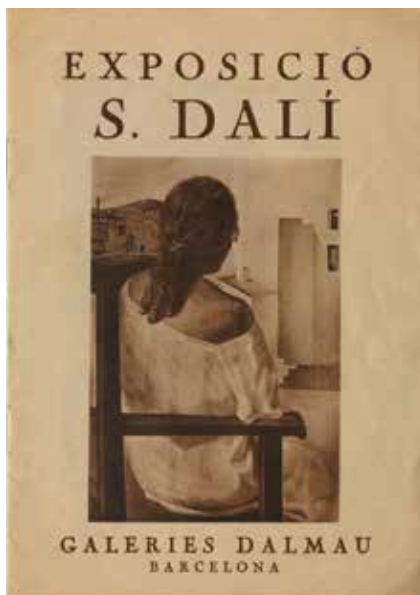
The young artist's earliest subjects were landscapes and portraits, predominantly of his sister, his cousin Montserrat, his parents, grandmother and of course, himself. The present work combines two favoured subjects, depicting his sister Ana María gazing steadfastly out of the window at the Cadaqués coastline beyond. This connection between family and landscape was expounded by Ana María herself who wrote, "at that time my brother painted countless portraits of me. Many of them were simply studies of hair and a bared shoulder.' She recalled sitting for hours, gazing out at the countryside – 'which has become a part of me for all time' – as she held her pose. 'The fact is that Salvador invariably painted me at the window'" (R. Descharnes & G. Néret, *Salvador Dalí 1904 - 1989, The Paintings*, Vol. 1, 1904 - 1946, Cologne, 2007, pp. 90 - 94). The window is given precedence in *Figura de perfil*, as the sparse interior ensures that we follow the sitter's gaze to the vivid blues and aquamarines of the harbour beyond.

The present work hailed from Dalí's sister's own collection, and has never before been seen on the market. Ana María was three years younger than the artist, whose older brother (also named Salvador) had died of gastroenteritis in infancy, just nine months before Dalí was born. Dalí painted Ana María regularly through the 1920s, and she would be his model until he met Gala in 1929. Dalí's ease in his sister's company allowed the artist to feel 'freer to indulge libidinous instincts', according to his personal secretary and biographer Robert Descharnes. Whilst only hinted at in the present work, in his portraits of women, nude or clothed, 'it is worth noting that Dalí's eye lingers over the derrière, and in his art he returns time and again to the rear view. In his sister, and Gala, and women in general, it is the posterior that interests him the most' (R. Descharnes & G. Néret, *ibid.*, p. 70). Dalí said little to explain this tendency himself, but the present work is comparatively unusual in its more conservative placement of Ana María, who nevertheless sits at such an angle on the chair so as to push out and emphasise the size of her behind. This tendency would manifest itself ultimately in *Young Virgin Autosodomized by her Own Chastity*, a painting questioned to be an act of revenge.

‘At that time my brother painted countless portraits of me. Many of them were simply studies of hair and a bared shoulder’

- Ana María Dalí

The siblings' relationship was undoubtedly complicated by the artist's publication in 1942 of *The Secret Life of Salvador Dalí*, which Ana María believed to show the immoral and corrupting influence that both the Surrealist movement and Gala had had on her brother. In an effort to set the record straight she published her own account of their family's early life in 1949, *Salvador Dalí visto por su Hermana (Salvador Dalí Seen by his Sister)*. Here she described not only her older brother's eccentricities and precocious demands as a spoilt child, but also the warmth of their parents love, tragically cut short by their mother's death in 1921 when she was thirteen and Dalí seventeen. Dalí himself was horrified by his sister's description of him and felt he had been cast in an unflattering light. The disintegration of their relationship is surely encapsulated by his decision to re-work his 1925 *Figure at the Window*, for which Ana María had sat and, inspired by a photograph from a 1930s pornographic magazine, create *Young*



Exposició S. Dalí, catalogue for Galerías Dalmau, Barcelona, 1925.



Salvador Dalí (1904-1989), *Young Virgin Auto-Sodomised by her Own Chastity*, 1954, Private collection.

*Virgin Autosodomized by her Own Chastity* (1954). Emphasizing her rear, 'Ana María's firm, attractive behind is related to a rhinoceros horn, which in turn is related to fantasy images of an erection' (R. Descharnes & G. Néret, *Salvador Dalí 1904 - 1989, The Paintings*, Vol. II, 1946 - 1989, Cologne, 2007, p. 477).

The present work was painted in 1925, before the breakdown of their relationship. Indeed Dalí's first solo exhibition, held that year at the Galerías Dalmau in Barcelona, was to show a series of portraits of Ana María, including *Figura de perfil*. The show consisted of seventeen paintings and five drawings and, according to news coverage at the time, was declared a huge success.

The exhibition showed the artist's experimentation with a neo-classical style, looking back to the Masters in whom he was well versed. The composition chosen for the front cover of the Dalmau exhibition, *Seated Girl, Seen from the Back (The Artist's Sister)* has been likened in its precise detail to Vermeer (C. Rojas, *Salvador Dalí, Or the Art of Spitting on Your Mother's Portrait*, Pennsylvania, 1993, p. 79), but the artist to whom Dalí really paid homage in the show was Jean-Auguste-Dominique Ingres. Dalí recalled reading artist monographs in the laundry room of the family home that he had converted to a studio whilst a teenager: 'I came to know by heart all those pictures of the history of art, which have been familiar to me since my earliest childhood, for I would spend days contemplating them. The nudes attracted me above all else, and Ingres's Golden Age appeared to me the most beautiful picture in the whole world' (S. Dalí, *op. cit.*, p. 71).



Jean Auguste Dominique Ingres (1780-1867) *Baigneuse*, 1807, Musée Bonnat, Bayonne.

## ‘Ingres’s Golden Age appeared to me the most beautiful picture in the whole world’

- Salvador Dalí

Dalí chose three quotes from Ingres to include in the 1925 exhibition catalogue, extolling the virtues of draughtsmanship and the contrasting beauty of full, round forms with linearity. *Figura de perfil* shows just such a juxtaposition between the hard lines of the window, wall and seat and the voluptuous curves of his sister's body. Light falls gently on her figure, illuminating the curve of her cheek, neck and shoulder. Ana María's hands appear carved out of sunlight, elegantly modelled and placed as carefully as a ballerina's: "Only the hands show the touch of a master", Picasso's father had explained some twenty years earlier, unbeknown to Dalí at that time' (C. Rojas, *op. cit.*, p. 78).

The present work shows a further classical influence in its composition, the window being placed at the height of the golden section, a framing device first used by da Vinci and Michelangelo. The harbour beyond is presented as a picture within a picture. In adopting such a style Dalí reflected the post-war trend for a classical realism, and specifically that of the Catalan movement 'Noucentisme', which originated largely as a reaction against Modernism and favoured a return to order.

By 1925 Dalí had already flown through an artistic journey spanning Impressionism, Pointillism, Fauvism and Cubism. Studying at the San Fernando Academy of Painting, Sculpture and Graphic Arts in Madrid had exposed the young artist to new ideas, people and styles. On admittance to the Residencia d'Estudiantes Dalí befriended Luis Buñuel and Federico García Lorca and changed his own personal style to embrace dandyism, slicking back his hair with egg white and launching himself on the local literary café scene. Dalí found the Academy itself old-fashioned however, writing in *The Secret Life of Salvador Dalí* of his surprise that his fellow students found Impressionism revolutionary, whereas 'this revolution of Impressionism was one which I had gone through at the age of twelve' (S. Dalí quoted in R. Descharnes & G. Néret, *Salvador Dalí 1904 - 1989, The Paintings*, Vol. 1, 1904 - 1946, Cologne, 2007, p. 66).

Dalí goes on to recall taking a Georges Braque monograph into class one day, where it proved a revelation to the pupils and professor alike. The artist considered himself far ahead of his peers: 'I was already in full reaction against cubism. They, in order to reach cubism, would have had to live several lives!' (S. Dalí, *op. cit.*, p. 161).

His first glimpse of Cubism had come from magazine articles and a catalogue given to him by Ramon Pichot, whose brother Pepito also brought back a copy of Umberto Boccioni's book, *Pittura scultura futurista (dinamismo plastico)* from Paris which the artist annotated throughout. Dalí pronounced his *Self Portrait* of 1920 'my first Cubist painting', and wrote of his admiration for the restrained palette of Juan Gris. *Figura de perfil* certainly shows the monochromes, ochres and muted olive greens which Dalí turned to as a reaction to his earlier Impressionist period, which allow the startling blue sea to punctuate. The precise detail with which Dalí renders his sister's hair, capturing even the individual hairs of her eyebrow, points towards the development of his hyper-realist Surrealist style. A cubist twist of perspective meanwhile is seen in the overlapping planes of walls, chair

and windowsill, whilst the figure is classically monumental and finds echoes in contemporary works by Picasso. Dalí had posters of Picasso's work on his studio walls, including *The Race*, a 1922 study for Diaghilev's Ballets Russes showing two women running along a beach, which illustrates the Spaniard's own neo-realist period from 1920 - 1922.

*Figura de perfil* and the exhibition in which it was included look towards Dalí's future artistic development: Picasso saw the Dalmau exhibition in Barcelona, an event which Dalí recorded with typical modesty: 'the polemics aroused by my works reached the attentive ears of Paris. Picasso had seen my *Girl's Back* in Barcelona, and praised it. I received on this subject a letter from Paul Rosenberg asking for photographs, which I failed to send, out of sheer negligence. I knew that the day I arrived in Paris I would put them all in my bag with one sweep' (S. Dalí, *ibid.*, p. 205).



Pablo Picasso (1881-1973), *Deux femmes courant sur la plage (La Course)*, 1922, Musée Picasso, Paris.

20<sup>AR</sup>

**LEONARD TSUGUHARU FOUJITA (1886-1968)**

*La mère et l'enfant*

signed 'Foujita' (lower centre); signed, inscribed and numbered '5 F

la mère et l'enfant Foujita' (on the stretcher, verso)

oil and brush and ink on linen

35.3 x 27.3cm (13 7/8 x 10 3/4in).

Painted in 1958

**£100,000 - 150,000**

**€120,000 - 170,000**

**US\$120,000 - 180,000**

The authenticity of this work has kindly been confirmed by  
Madame Sylvie Buisson.

**Provenance**

Galerie Paul Pétridès, Paris.

Private collection, France (acquired from the above, 1958).

Thence by descent.

Acquired from the above by the present owner.

**Exhibited**

Les Arques, Musée Zadkine, *Foujita-Zadkine, Un centenaire, une amitié, L'École de Paris en Quercy*, 18 May - 15 September 2013.

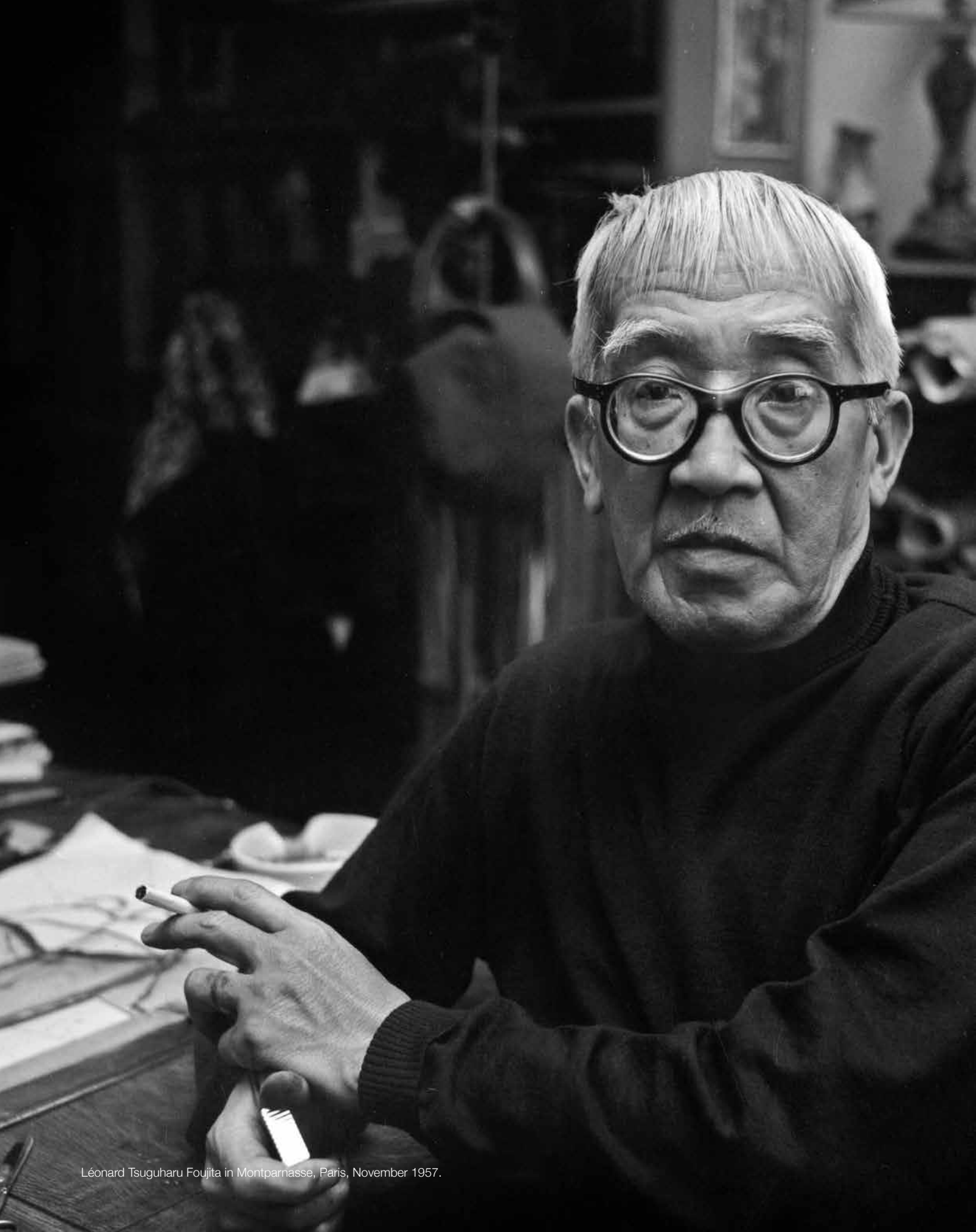
Moscow, The Pushkin State Museum of Fine Arts, '*Les années folles*' de Montparnasse. *Peintures et arts graphiques de Jules Pascin et Léonard Foujita dans les collections publiques et privées Françaises, Suisses, Belges et Russes*, 29 September - 29 November 2015, no. 93.

**Literature**

S. Buisson, *T. L. Foujita, Inédits*, Turin, 2007, no. C58.099.H (illustrated p. 321, incorrectly catalogued as 'inscribed no. 27').

S. Buisson, *Foujita et ses amis du Montparnasse*, (exh. cat.), Paris, 2010 (illustrated p. 125).





Léonard Tsuguharu Foujita in Montparnasse, Paris, November 1957.



# LEONARD TSUGUHARU FOUJITA

## *La mère et l'enfant*



Liberale da Verona (circa 1445 - circa 1525), *Madonna and Child*, circa 1470, Lindenau Museum, Altenburg.

*La mère et l'enfant* was executed in 1958, a time of great change for Tsuguharu Foujita who became a French national, changed his first name to Léonard and was converting to Catholicism. This 'Europeanism' followed his return to France in 1950 after a long exile of almost twenty years, a few of which he was forced to spend in Japan as a war artist for the government. Finally able to come back, Foujita quickly renewed and embraced his old life in Paris. He settled once again in his beloved Montparnasse with his new wife Kimiyo and, aided by the dealer Paul Pétridès, who wasted no time in promoting the artist's work, quickly regained the success he had known during *les années folles* of the 1920s. From 1950 onwards, Pétridès held exclusive exhibitions for Foujita every two years until 1964.

In his quest to embrace Christianity, Foujita met with Pope Benedict XV who commissioned a portrait and opened the doors of the Vatican where he spent some time. This had a profound impact on the artist, who, among other things, was amazed by the works by Giotto and the murals of the Cappella Niccolina. From then on, and as a direct result of these life changes, Foujita's paintings increasingly combined religious or historical significance with an extraordinary sensibility for the feminine countenance. And, although this led to major new sources of inspiration, Foujita never let go of his first artistic instruction in Japan and his paintings kept the distinctively refined dexterity which first brought him fame.

The present work belongs to this mature period of exploration into the religious and mystical and is reminiscent of compositions from medieval paintings. The story of the mother and child is a powerful narrative which has been frequently explored by Foujita. Children hold a very special place in Asian cultures and as Robert Rey explains, 'In Asia, every childhood is sacred... it is by instinct that Foujita transforms the children of France into fairies. Consider what becomes of Cosette

from Victor Hugo's *Les Misérables*, a book the artist perhaps never read... a little girl unburdened by the slightest misery' (S. Buisson, *Foujita et ses amis du Montparnasse*, (exh. cat.), Paris, 2010, p. 134). It is also perhaps as a tribute to his own childhood that Foujita revisited the subject of mother and child time and again, as a reminder of the tragic loss of his mother when he was aged just eight years old.

*La mère et l'enfant* brilliantly captures the multiple influences Foujita absorbed, from the Renaissance period of Madonna and child paintings, the Japanese calligraphy heritage, as well as his own interpretation of Modern European art. The surface is typical with both sitters depicted with pearly-white flesh set against a flat background, describing a scene of deep tenderness between a mother and her child. The child's extremely smooth face is adorned with fluttery blue eyes gazing in the distance and small delicate, doll-like features. The mother stares straight at the viewer with a solemn intensity and an enigmatic smile. Poised between the abundance of the ornate tapestry-like background and the simplicity of the nearly nude sitters, Foujita demonstrates here his ability to balance backdrop and subject.

Executed on a small scale, like a small devotional icon, the work pre-empted the grand masterpiece that is the Foujita Chapel which was built in 1966. Perhaps in a bid to buy his way into paradise, the Chapel is also testament to Foujita's intention to leave a legacy as the great artist who united the East and the West, an impression reflected in his own words: 'I wondered why my predecessors had only come to measure themselves against Europeans with the intention of returning to occupy important positions in Japan. I on the other hand was determined to lead a serious struggle on the continent, to compete on the real battlefield, even if it meant rejecting everything I had learned up until then' (L. Foujita quoted in S. Buisson, *ibid*, 2010, p. 54)

21<sup>AR</sup>

**LEONARD TSUGUHARU FOUJITA (1886-1968)**

*Petite fille avec deux chats*

signed and indistinctly inscribed 'Foujita' (lower centre)

pencil on tracing paper

29.9 x 24.6cm (11 3/4 x 9 11/16in).

**£6,000 - 8,000**

**€6,900 - 9,200**

**US\$7,400 - 9,800**

The authenticity of this work has kindly been confirmed by  
Madame Sylvie Buisson.

**Provenance**

Succession Kimiyo Foujita; her sale, Cornette de Saint Cyr, Paris, 26  
March 2013, lot 272.

Acquired at the above sale by the present owner.



22

**PIERRE-AUGUSTE RENOIR (1841-1919)**

*Jeune femme en buste*

signed 'Renoir' (upper left)

oil on canvas

17.7 x 11.7cm (6 15/16 x 4 5/8in).

Painted circa 1900

£150,000 - 200,000

€170,000 - 230,000

US\$180,000 - 250,000

This work will be included in the critical catalogue of the works of Pierre-Auguste Renoir currently being prepared by the Wildenstein Institute.

**Provenance**

Private collection, Southern Germany.

Acquired from the above by the present owner.

**Exhibited**

Lodève, Musée de Lodève, *Louis Valtat à l'aube du fauvisme*, 2 June - 16 Octobre 2011, no. 79.

**Literature**

A. Volland, *Pierre-Auguste Renoir, Paintings, Pastels and Drawings*, San Francisco 1989, no. 1552 (illustrated p. 320).

G.-P. & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. V, 1911 - 1919 & 1<sup>er</sup> supplément, Paris, 2014, no. 4491 (illustrated p. 532).



# PIERRE-AUGUSTE RENOIR

*Jeune femme en buste*



Pierre-Auguste Renoir (1841-1919), *Les Grandes Baigneuses*, 1884-1887, Philadelphia Museum of Art, Philadelphia.

'I look at a nude, there are myriads of tiny tints. I must find the ones that will make the flesh on my canvas live and quiver'

- Pierre-Auguste Renoir



Pierre-Auguste Renoir (1841-1919), *Etude. Torse, effet de soleil*, circa 1875-1876, Musée d'Orsay, Paris.

'The nudes, especially, are powerfully assertive, even in the rapidly executed sketches. They are hymns to light and color, to youth and life' (L. Venturi quoted in G. Muehsam (ed.), *French Painters and Paintings from the Fourteenth Century to Post-Impressionism: A Library of Art Criticism*, New York, 1970, p. 516).

*Jeune femme en buste* illustrates Renoir's enduring fondness for the female form, stemming from his early portraits and life studies. The artist firmly believed that academic rigour was required in order to excel artistically, and he would spend hours each day sketching the human figure, telling a young Berthe Morisot in 1886, 'that the nude is absolutely indispensable as an art form' (G. Muehsam, *ibid.*, p. 513). Renoir had proven himself a successful portrait painter in the 1870s, generating enough income to fund his formative travels in the 1880s. Youthful models were chosen for his portraits and nudes in the 1890s, and towards the end of his life these figures became more ample, looking back once more to the nudes of Rubens and Titian he so admired.

Painted circa 1900, *Jeune femme en buste* beautifully illustrates the artist's mature style, which acknowledged the classical influences of his youth and his later travels, yet retained the Impressionist style he so excelled in. The present work shows Renoir's oft-repeated criterion for judging a model, that her skin should 'take the light' (Exh. cat, *Renoir*, London, 1985, p. 16) – her forehead, nose and upper lip are picked out with highlights, and the golden sweeps of her hair are flecked with dabs of sunlight – but unlike earlier compositions her softly modelled figure holds its form. Earlier nudes from the artist's true Impressionist period such as *Etude. Torse, effet de soleil* almost took second place to their surroundings, as Renoir's feathery brushwork lent equal importance to the effects of light on the figure and the background.



Pierre-Auguste Renoir in 1898.

This contributed to Renoir's growing unease with Impressionism's lack of form and definition, where 'towards 1883 a sort of break occurred in my work. I had reached the end of Impressionism and came to the conclusion that I could neither paint nor draw' (P.-A. Renoir quoted in F. Daulte, *Pierre-Auguste Renoir: Watercolours, pastels and drawings in colour*, London, 1959, p. 11). The artist set out to rediscover the works of masters such as Titian, Rubens, Watteau, Fragonard and Delacroix, whose works he had studied at the Louvre as a young student. He made two pivotal trips in 1881, exploring Algeria and Italy, where he took in the frescoes of Pompeii and the art of the Renaissance, admiring the emphasis on harmony, volume and sculpture. Concluding his travels with a sojourn in Provence with Cézanne, Renoir turned from Impressionism to adopt a more precise and linear style. In works from the mid-1880s such as *Les Grandes Baigneuses*, we can see his new monumental figures, frozen mid-movement and sharply delineated. Such compositions were poorly received by critics however, as Renoir's previously painterly style suddenly 'threatened to give way to rigid routine' (G. Adriani, *Renoir*, Cologne, 1999, p. 45). By 1900, the time the present work was painted, Renoir had evolved his mature style to combine the influences and lessons of Classicism and Impressionism. In *Jeune femme en buste* we therefore see a return to his characteristically soft modelling, yet the girl is posed with a robe draped over one shoulder, turned at a slight angle towards the viewer. The deliberately vague background is typical of Renoir's classical period, as is the pretty blush, rosebud mouth and voluptuous curves of the artist's idealised woman.

The healthy girls and women of Renoir's compositions formed a striking contrast to the artist's own increasingly frail form. Suffering from rheumatism from around 1898 onwards, he lost weight even as his subjects grew fleshier: 'Renoir continued to derive great joy from the rich, supple curves of his nudes, whom 'the gods had spared these horrid sharp angles'' (G. Adriani, *ibid.*, p. 298). These curves also serve to create a rhythm and underlying harmony in his paintings, thus the orb of the model's breast in the present work is echoed by the sweep of the robe, the gentle curve of her shoulder and the rounded brushwork which models her face and hair.

The artist's palette also serves to create harmony across the work. In the early years of the new century Renoir would vary his pigments according to the subject and mood he wished to evoke, but would use only a few bright tones as carefully considered accents: 'executing a portrait in 1901, he placed a pink ribbon in his sitter's hair and commented: 'Now I've got hold of my composition. All the colours will act in relation to that pink, the problem of colour is resolved'' (Exh. cat, *op. cit.*, p. 268). *Jeune femme en buste* appears to centre around the rose-red lips of the model, echoed in the pink tones of her cheeks and chest. As a colourist, Renoir strove to use his palette to recreate the female form as he beheld her: 'I want a red to be sonorous, to sound, like a bell; if it doesn't turn out that way, I put more reds and other colors till I get it. [...] I look at a nude, there are myriads of tiny tints. I must find the ones that will make the flesh on my canvas live and quiver' (P.-A. Renoir quoted in G. Muehsam, *op. cit.*, p. 511).

**PROPERTY FROM A DISTINGUISHED TURIN COLLECTION**

23<sup>AR</sup>

**GIORGIO DE CHIRICO (1888-1978)**

*Cavalli spaventati*

signed 'g. de Chirico' (lower right)

oil on canvas

52.4 x 63cm (20 5/8 x 24 13/16in).

Painted circa 1960 - 1965

**£50,000 - 70,000**

**€58,000 - 81,000**

**US\$61,000 - 86,000**

The authenticity of this work has kindly been confirmed by the  
Fondazione Giorgio e Isa de Chirico.

**Provenance**

The artist's studio.

Russo Collection, Rome.

Jerrold C. Rodesch Collection, Florence, by 1965.

Florence Art Gallery, Florence.

Private collection, Turin (acquired from the above, November 1967).

Thence by descent to the present owner.

**Exhibited**

Montecatini, Centro d'Arte 'La Barcaccia', *Omaggio a de Chirico*, 12  
September - 10 October 1962, no. 13.





**PROPERTY FROM A DISTINGUISHED TURIN COLLECTION**

24<sup>AR</sup>

**CARLO CARRÀ (1881-1966)**

*Rio veneziano*

signed and dated 'C. Carrà 945' (lower left)

oil on canvasboard

44.5 x 34.8cm (17 1/2 x 13 11/16in).

Painted in 1945

**£20,000 - 30,000**

**€23,000 - 35,000**

**US\$25,000 - 37,000**

The authenticity of this work has kindly been confirmed by the Archivio Carlo Carrà.

**Provenance**

Galleria Guglielmi, Milan.

G. Lizzola Collection, Milan.

Galleria d'Arte Falsetti, Prato, no. 5987.

Private collection, Turin (acquired from the above, April 1973).

Thence by descent to the present owner.

**Exhibited**

Milan, Galleria Guglielmi, *I Mostra d'Arte Contemporanea pro-fondo Matteotti*, 25 November - 7 December 1945, no. 18 (titled 'Paesaggio').



# 'IL SECONDO FUTURISMO' AND 'AEROPITTURA'



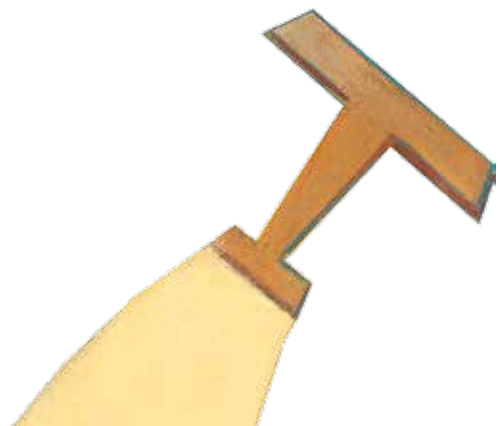
In the first years of the twentieth century the Futurists were fascinated by the power of machines, speed and technology. They embraced modernity with unbridled passion, and to them, the automobile and the train were their idols. Led by Filippo Tommaso Emilio Marinetti, the great poet and theorist who published the Futurist Manifesto in 1909, this was a movement that believed in the modernising qualities of violence and war. Marinetti advocated the burning of libraries, the destruction of museums and felt that war was the great cleanser that would bring about the end of the Liberty style to which he was so opposed. Joined initially by artists like Giacomo Balla, Umberto Boccioni, Carlo Carrà and Luigi Russolo, Futurism drew international attention through the publication of Marinetti's writings (the Manifesto was published first in France, not Italy, on the cover of *Le Figaro*) and the good word of international artists such as Wyndham Lewis and C. R. W. Nevinson.

'Among the many ideas advanced by me, I take note of one (...) that the sea has been vanquished as an artistic theme, that the last great inspiring source for avant-gardists and innovators, and now everybody, is up in the sky'

- The Manifesto of Aeropainting,  
22 September 1929

However, when war broke out in Europe in 1914, the reality of Marinetti's wishes were far more terrible than he or the artists around him could have imagined. Machine warfare had torn Europe asunder, and many of the painters and poets that had celebrated the coming of modernity had left the battlefields of Northern France and Belgium shattered men. Some did not survive the conflict at all: Boccioni and the Futurist architect Antonio Sant'Elia both fell during the war. Images from this period, such as Baldessari's *Dinamismo di forme* from 1915, still encapsulate the concerns of dynamism and movement, whilst being redolent with the colours and sounds of war. For Futurism – a movement so closely tied to the violence and machinery of war – this horror seemingly signalled the end, and much study of the movement focuses on the years from 1909 to 1916 (the year of Boccioni's death).

Despite the so-called 'heroic' period of Futurism ending in 1916, the movement continued to develop and grow well into the inter-war period. By the late 1920s, Futurism had found new, reinvigorated form in *Aeropittura*, a celebration of both the movement's initial interest in dynamics and Italy's pre-eminence in aviation during this period. Artists such as Gerardo Dottori, Mino Delle Site, Giulio d'Anna and Benedetta Cappa-Marineti (the wife of Filippo) depicted a stylised Italy, viewed from the skies, displaying the landscape's sinuous curves mirrored by the smooth metallic wings of aircraft in flight. Enrico Prampolini's 1932 oil, *Composizione cosmica*, is an example of the group's interest in astrology and cosmology. They were fascinated by the unreal experience and transformative vision that flight had given man, allowing him to see into the atmosphere and beyond: 'The shifting perspectives of flight constitute an absolutely new reality which has nothing in common with reality as traditionally constituted by a terrestrial perspective' (G. Balla et al., 'Manifesto of Aeropainting', reprinted in L. Rainey, C. Poggi & L. Wittman (eds.), *Futurism: An Anthology*, Newhaven, 2009, p. 283).





Filippo Tommaso Marinetti.

**PROPERTY FROM AN IMPORTANT ROMAN COLLECTION**

25<sup>AR</sup>

**GIULIO D'ANNA (1908-1978)**

*Volo radente*

signed and inscribed ' GIULIO - D'ANNA - FUTURISTA-' (upper right)

oil on canvas

75.5 x 100cm (29 3/4 x 39 3/8in).

Painted circa 1931 - 1932

**£30,000 - 50,000**

**€35,000 - 58,000**

**US\$37,000 - 61,000**

The authenticity of this work has kindly been confirmed by the Archivio Storico dei Futuristi Siciliani.

**Provenance**

Galleria Diomedea Arte, Palermo.

Private collection, Rome (acquired from the above).

**Exhibited**

Milan, Galleria Arte Centro, *Giulio d'Anna futurista siciliano*

1920 - 1930, 1 - 28 February 2006.

Rome, Galleria Edieuropa, *Ricordi Contemporanei*,

11 November 2014 - 31 January 2015.

**Literature**

A. M. Ruta, *Giulio d'Anna, aeropittore mediterraneo*, Palermo, 2005

(illustrated p. 96).



**PROPERTY FROM AN IMPORTANT ROMAN COLLECTION**

26<sup>AR</sup>

**ROBERTO MARCELLO BALDESSARI (1894-1965)**

*Dinamismo di forme (forme dinamiche 190)*

signed with the artist initials 'R.M.B.' (lower left)

oil on burlap

60 x 84.5 cm (23 5/8 x 33 1/4 in).

Painted circa 1915

**£30,000 - 50,000**

**€35,000 - 58,000**

**US\$37,000 - 61,000**

The authenticity of this work has kindly been confirmed by the Archivio unico per il catalogo delle opere futuriste di Roberto Marcello Baldessari.

**Provenance**

Salvatore Betti Collection, Rome & Buenos Aires.

Thence by descent.

Private collection, Rome (acquired from the above).





**THREE WORKS ON PAPER BY MINO DELLE SITE FROM  
THE ESTATE OF THE ARTIST**

27<sup>AR</sup>

**MINO DELLE SITE (1914-1996)**

a) *Sintesi di virata*

inscribed 'SINTESI DI VIRATA' (lower left)

watercolour on paper laid down on black card

23.3 x 15cm (9 3/16 x 5 7/8in) sheet size; 9.1 x 9.2cm

(3 9/16 x 3 5/8in) image size

Executed in 1931

b) *Aeropittura*

signed, inscribed and dated 'Delle Site FUTURISTA 1932 E. F. X'  
(lower centre left), signed and inscribed again 'Delle Site Domenico.

Alunno 4° = Corpo' (lower right)

watercolour and silver pen on paper laid down on black card

24 x 17.4cm (9 7/16 x 6 7/8in) sheet size; 11.3 x 10cm

(4 7/16 x 3 15/16in) image size

Executed in 1932

c) *Sogno dell'aviere*

signed and dated 'Delle Site 32' (lower centre), inscribed 'SOGNO  
DELL'AVIERE' (lower centre left)

watercolour and silver pen on paper laid down on black card

24 x 16.5cm (9 7/16 x 6 1/2in) sheet size; 9.1 x 8.2cm

(3 9/16 x 3 1/4in) image size

Executed in 1932

**£5,000 - 7,000**

**€5,800 - 8,100**

**US\$6,100 - 8,600**

The authenticity of these works has kindly been confirmed by the  
Archivio Mino Delle Site.

**Provenance**

The artist's studio.

Private collection, Rome (by descent from the above).

**Exhibited**

Rome, Galleria Bragaglia Fuori Commercio, *Mino Delle Site. Maschere  
stati d'animo*, December 1932.

Lecce, Sala del Circolo Cittadino, *Mostra Personale di Pittura Futurista  
Mino Delle Site*, February 1933.

Lecce, Museo Provinciale, *Mino Delle Site, Aeropittura e oltre, dal  
1930, 15 October - 3 December 1989.*

Rome, Associazione Culturale Athenaeum N.A.E., *Retrospectiva di  
Mino Delle Site*, 1997.

Bari, Castello Svevo, *Verso le avanguardie, gli anni del Futurismo  
in Puglia 1909 - 1944*, 20 June - 30 August 1998 (later travelled to  
Taranto).

Warsaw, Wloski Instytut Kultury, *Mino Delle Site, alle radici  
dell'Aeropittura 1931 - 1934*, June - September 2001 (later travelled to  
Kracow).

Rome, Sala Club Freccia Alata, Aeroporto Leonardo da Vinci, *Mino  
delle Site*, November 2003 - February 2004.

Salerno, Pinacoteca Provinciale, *Percorsi d'arte dal collezionismo dei  
Ruffo all'evoluzione pittorica di Mino Delle Site*, March - May 2005.

Lecce, Museo Provinciale, *Mino Delle Site*, October - November 2006.

Rome, Museo Boncompagni Ludovisi & Galleria Nazionale d'Arte  
Moderna, *Mino Delle Site*, 23 November 2006 - 14 January 2007.

Rome, Farnesina, Ministero degli Affari Esteri, *Mino Delle Site,*

*Futurismo fra Arte e Tecnologia nel Centenario*, 19 - 25 October 2009.

Rome, La Quadriennale, *Mino Delle Site, Centenario*, October 2014.

**Literature**

C. L. Delle Site, *Mino Delle Site*, Perugia, 2006 (*Sintesi di virata*  
illustrated p. 43; *Sogno dell'Aviere* illustrated p. 50; *Aeropittura*  
illustrated p. 54).

D. Guzzi, *Mino Delle Site, Forme assolute della geometria*, Rome,  
2008 (*Sintesi di virata* & *Sogno dell'Aviere* illustrated p. 12).

C. L. Delle Site, *Mino Delle Site, Centenario*, e-book, 2014 (*Sintesi di  
virata* illustrated p. 41; *Sogno dell'Aviere* illustrated n. p.).



a)



b)



c)

# MINO DELLE SITE

## *Sintesi di virata*



(detail)

‘All subjects that glorify speed, whether in the sea, or in the air, find in Delle Site a devoted exponent of the simultaneous formula man + machine + atmosphere’

- Enrico Prampolini

*Sintesi di virata* was the first work that Domenico (Mino) Delle Site showed to Enrico Prampolini in 1931 during the *Omaggio Futurista ai trasvolatori* exhibition at the Camerata degli artisti in Piazza di Spagna, Rome. Prampolini, who saw in it all the features of the Futuristic Aeropittura, exclaimed: 'You are one of us!' and immediately introduced him to the Futuristi Romani group founded by Filippo Tommaso Marinetti. Delle Site was only seventeen and was still attending high school, which explains his decision to remove the signature and date referring to his school class from the lower right edge of the composition.

The following year the same work was chosen as the symbol of the solo exhibition at Galleria Bragaglia Fuori Commercio in Rome, curated by Prampolini himself, who introduced the artist with these words:

'Mino Delle Site is among the youngest and most creative futurists of the Italian artistic Avant-garde. His intellectual vivacity and the anxiety of becoming a witness of our time brought him to the stream of one of the



Domenico (Mino) Delle Site with Prampolini at the third Quadriennale in Rome in 1939.



Enrico Prampolini (1894-1956), *F. T. Marinetti* (1876-1944), 1929, Galleria Nazionale d'Arte Moderna, Rome.

most vivid debates, and the logic he chose, in line with his personality, was that of going past the stasis of clichés, allowing himself to flow into the dynamic of the pure creativity of the anti-academy: the 'Dinamismo Plastico'. The vibrant pureness of his colours and the conceptual synthesis of his shapes vigorously convey the lyricism of his compositions. The civilization of pulsating and magnetic machines is the source of inspiration and as such one of the most important elements of the artistic personality of our 'aeropittore'. All subjects that glorify speed, whether in the sea, or in the air, find in Delle Site a devoted exponent of the simultaneous formula man + machine + atmosphere, which represents the emotive totality of forms and space. Colour is his natural means of expression and he uses it to achieve the 'Quarta Dimensione' ('The Fourth Dimension'), the exciting and vital discovery of Futurism. In speed, the metamorphosis of the shape-colour in time-space leads the artist in to a new visual world and demonstrates how science cannot be disconnected from art, because art is the poetry of knowledge and knowledge is projection into future, which means: FUTURISM' (E. Prampolini quoted in C. Delle Site (2014), *Mino Delle Site* [online] available at <http://www.minodellesite.com> [accessed in Nov. 2016]).

**PROPERTY FROM AN IMPORTANT ROMAN COLLECTION**

28<sup>AR</sup>

**ENRICO PRAMPOLINI (1894-1956)**

*Senza titolo (Composizione cosmica)*

signed 'PRAMPOLINI' (lower left)

oil on canvas

104 x 64cm (40 15/16 x 25 3/16in).

Painted circa 1932

**£40,000 - 60,000**

**€46,000 - 69,000**

**US\$49,000 - 74,000**

The authenticity of this work has kindly been confirmed by  
Prof. Massimo Prampolini.

**Provenance**

Salvatore Bettini Collection, Rome & Buenos Aires.

Private collection, Rome.

Private collection, Rome (acquired from the above).



**PROPERTY FROM AN IMPORTANT ROMAN COLLECTION**

29<sup>AR</sup>

**BENEDETTA CAPPA MARINETTI (1897-1977)**

*Senza titolo*

signed 'Benedetta' (lower right)

gouache and pencil on paper

19.4 x 25.6cm (7 5/8 x 10 1/16in).

Executed circa 1929

**£4,000 - 6,000**

**€4,600 - 6,900**

**US\$4,900 - 7,400**

The authenticity of this work has kindly been confirmed by  
Dottoressa Francesca Barbi Marinetti.

**Provenance**

Private collection, Rome.

Private collection, Rome (acquired from the above).

**Exhibited**

Rome, Galleria Edieuropa, *Futurismo a Roma, anni dieci - quaranta*, 1  
December 2002 - 31 January 2003.

Rome, Studio d'Arte Arco D'Alibert, *Disegni e Gouaches*, 18 February  
- 30 March 2005.

Milan, Galleria Arte Centro, *Futurismo e Aeropittura. Velocità e  
dinamismo dal Trentino alla Sicilia*, 19 February - 16 May 2009, no. 71  
(illustrated p. 30).

Alessandria, Palazzo Monferrato, Museo del Cappello Borsalino,  
*A+B+C/F= FUTURISMO*, 14 June - 26 July 2009.





**PROPERTY FROM AN IMPORTANT ROMAN COLLECTION**

30<sup>AR</sup>

**GIULIO D'ANNA (1908-1978)**

*Qua' e là per il mondo*

signed and inscribed 'G. D'ANNA FUTURISTA' (lower left)

oil and collage on canvas

92 x 72cm (36 1/4 x 27 15/16in).

Painted *circa* 1929 - 1930

**£20,000 - 30,000**

**€23,000 - 35,000**

**US\$25,000 - 37,000**

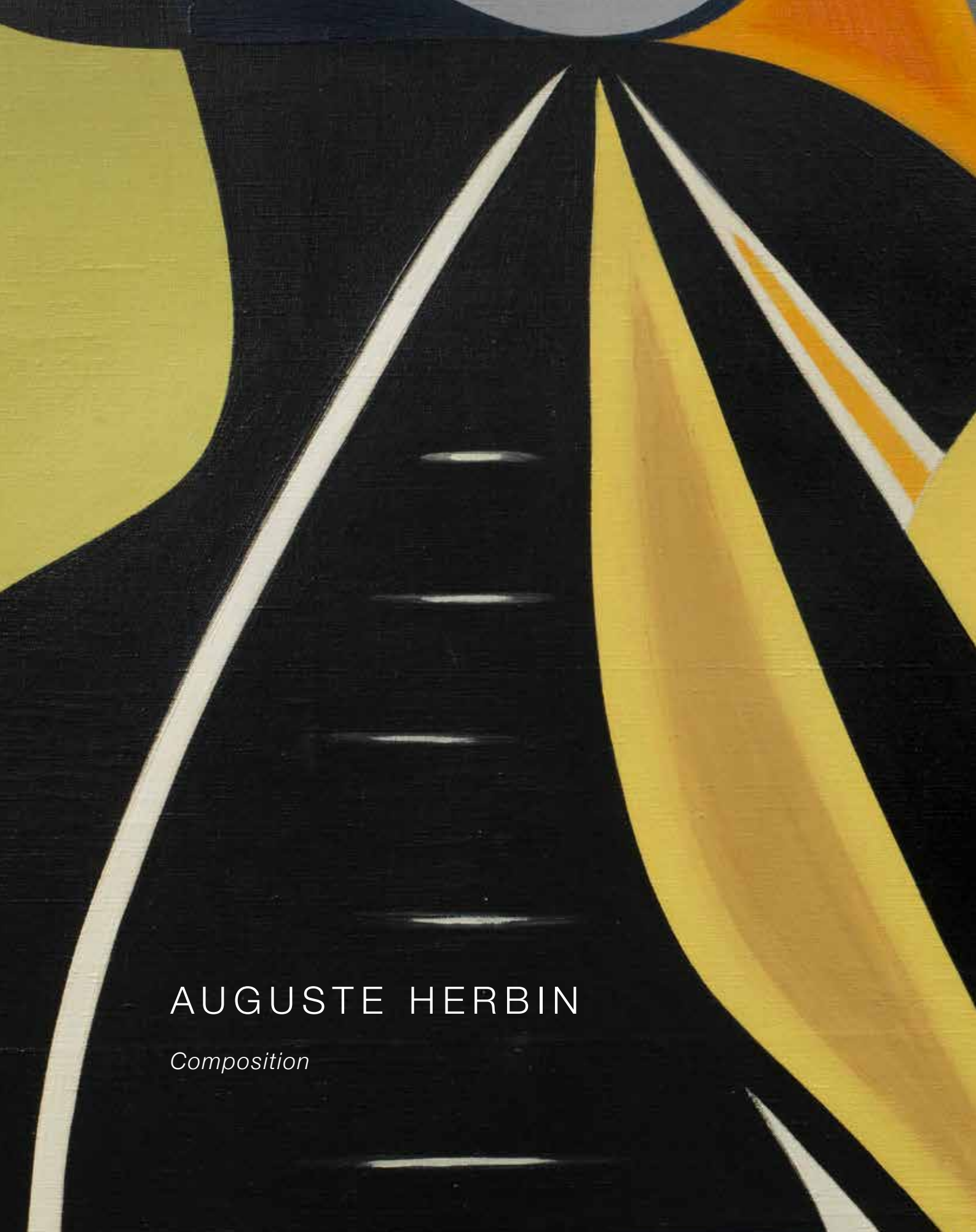
The authenticity of this work has kindly been confirmed by the  
Archivio Storico dei Futuristi Siciliani.

**Provenance**

Private collection, Rome.

Private collection, Rome (acquired from the above).



An abstract painting by Auguste Herbin. The composition is dominated by a dark, almost black, background. A large, bright yellow shape, resembling a stylized leaf or a flame, curves from the top right towards the center. A thick, white, curved line sweeps across the left side of the frame. In the center, a series of horizontal, glowing white lines create a sense of depth and perspective, leading the eye towards a vanishing point at the top. The overall effect is one of dynamic movement and strong geometric forms.

AUGUSTE HERBIN

*Composition*



**PROPERTY FROM A PRIVATE FRENCH COLLECTION**

31<sup>AR</sup>

**AUGUSTE HERBIN (1882-1960)**

*Composition*

signed 'Herbin' (lower left)

oil on canvas

162.5 x 114.6cm (64 x 45 1/8in).

Painted in 1928

**£100,000 - 150,000**

**€120,000 - 180,000**

**US\$130,000 - 190,000**

The authenticity of this work has kindly been confirmed by  
Madame Geneviève Claisse.

The present work was painted for the apartment of Léonce Rosenberg  
at 75 rue de Longchamp, Paris, and formed one of the panels of the  
original triptych.

**Provenance**

Léonce Rosenberg Collection, Paris (acquired directly from the artist).

Private collection, France.

Private collection, Paris (acquired from the above, 1975).

**Literature**

Exh. cat., *Herbin*, Paris, 1994 (illustrated p. 69).



# AUGUSTE HERBIN

## Composition



Auguste Herbin (1882-1960), *Danseuse-Silhouette sur 2 plans*, 1919.

The great visionary Auguste Herbin first explored Abstract art in 1917 when he proclaimed the architectural purpose of painting, and further asserting his theory, declared in 1919 in a letter to Albert Gleizes that 'L'art ne peut être que monumental' (A. Herbin quoted in G. Claisse, *Herbin, catalogue raisonné de l'oeuvre peint*, Lausanne, 1993, p. 85). He renounced his initial figurative and Cubist styles and produced a series of large scale works titled *Objets monumentaux*, the first of which was *Danseuse-Silhouette sur 2 plans*, an admirable composition sitting on the cusp of painting and sculpture. Painted in 1928, the present work, titled *Composition*, belongs to Herbin's second and major wave of Abstraction, which started in 1927 and would last until his death in 1960.

Herbin came from humble and hardworking beginnings. Born in 1882 near the Belgian frontier, to parents who were workers at a textile factory, and the eldest of three, he spent the first ten or so years of his life helping to look after his young siblings whilst his parents worked fourteen hour shifts to provide for the family. Accustomed to hard work, the young Herbin left school at twelve and entered a bailiff's office where he worked as a script boy by day; by night he studied drawing at the *cours municipal*. Gifted with a remarkable aptitude for drawing, Herbin went on to secure a scholarship and attended the Ecole des Beaux-Arts in Lille from 1900.

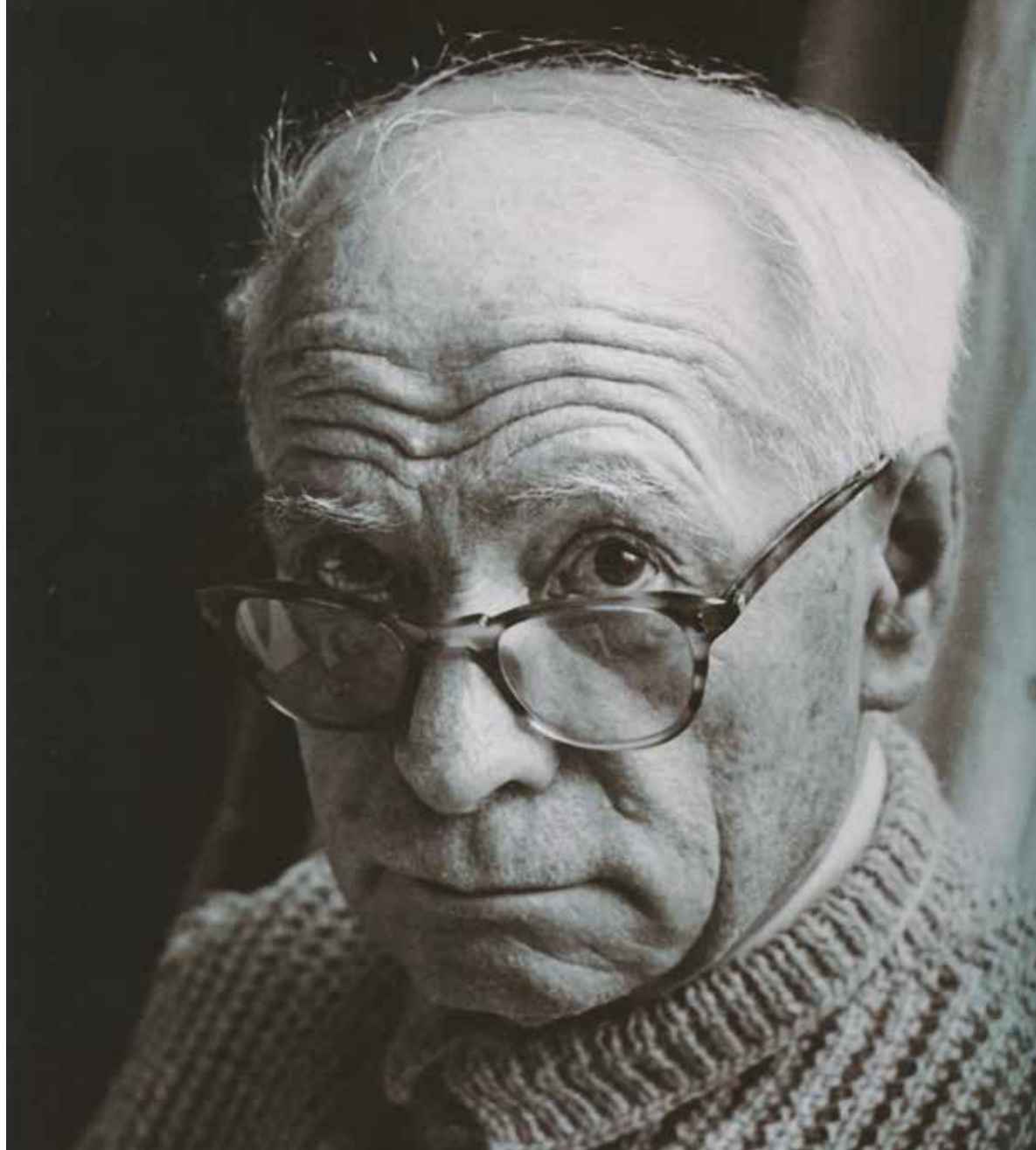
Herbin's background was directly reflected in his methodical, rational technique. Soon after arriving in Paris, he joined the Impressionists and the Fauves, and after a few years working almost in isolation, moved to the Bateau Lavoir, the landmark of Pablo Picasso and Georges Braque, and quickly became one of the pivotal figures of Cubism and Synthetic-Cubism. Naturally drawn to structural forms, encouraged by Picasso and Juan Gris to explore a more abstracted means of pictorial imagery, and in keeping with Cézanne's vision to treat nature as 'the cone, the sphere and the cylinder', Herbin began reducing his subjects into a series of cylindrical shapes. Gradually ascertaining Constructivism, and later associated with the movements Orphism, Purism and New Objectivity, he proclaimed the emergence of geometric abstraction and became a pioneer of Abstract art. Resolutely abandoning Cubism, his focus turned to monumental, linear, almost mechanical compositions and to the use of bold colours using all the nuances of the spectrum of light. The innovative paintings earned him the utmost respect and recognition of the greatest collectors including Léonce Rosenberg, founder of the Galerie de l'Effort Moderne, who dedicated numerous solo exhibitions to Herbin from 1918. The present work, which originally formed one of the panels of a triptych, was painted specifically for Rosenberg's apartment at 75 rue de Longchamps, Paris.

By 1927, Herbin's take on Abstraction takes a new turn and moving away from pure linear geometric depictions, he makes a transition reducing lines to curves. Totally abstract and uniformly titled *Composition or Abstractions*, Herbin executed a series of 19 paintings in 1928, of which the present work is a compelling example. Depicting cylinders evoking dynamism the work conveys a great sense of velocity. Herbin's ingenious use of colour unfolds a variety of large and small volumes in hues of dark blue, soft grey and purple, aptly juxtaposed with acid yellow and pistachio green, contrasted



Auguste Herbin (1882-1960), *Blue*, 1946, Private collection.





Auguste Herbin (1882-1960)

with black lines contouring the composition and guiding the viewer through a dynamic design. In his own words, Herbin explained that 'it is necessary to have a colour conceived strictly on the surface, linked to a shape conceived in two dimensions with means and technique without any rapport with the idea object' (A. Herbin quoted in Exh. cat, *Herbin, The Plastic Alphabet*, Paris, 1973, n. p.). Executed on a large canvas, the composition's scale is impressive, and the dark colour palette he has used lends an enigmatic mood.

In his quest for the perfect abstract forms and colours, and inspired by Goethe's *Zur Farbenlehre*, Herbin published in 1946 *L'art non-figuratif non-objectif*, which established a schematic rhythm between musical notes, colours, forms and the letters of the alphabet. Herbin then went on to conceive a compositional structure called the 'alphabet plastique' which was based on the structure of letters and their

correlation with colour, detailing how to transpose them into paintings as can be seen in the painting titled *Blue*. For example, the letter Y is violet, has the form of a rectangle and relates to the musical note 'si'. These concepts were the precursors of the wider experimentation in Op-art, concrete art and Hard-edge painting. Many of the artists leading the Parisian art scene in the 50s and 60s, such as Victor Vasarely or Günter Fruhtrunk, were influenced by Herbin's theories which formed the core of their artwork. In 1953, Herbin suffered serious paralysis which left him unable to use his right hand. But undeterred by the challenge he quickly learned to paint with his left hand and prolifically produced ever more precise, geometric figures. True to his passion Herbin continued painting relentlessly until the day he died in Paris, the final unfinished work he left, ironically titled *Fin*.

## PROPERTY OF A GENTLEMAN

32\*AR

### MAX ERNST (1891-1976)

*Le Sénégal*

signed with the artist's initials 'M E' (lower right)

oil on cement, transferred to canvas

124 x 117cm (48 13/16 x 46 1/16in).

Painted in summer 1953

£400,000 - 600,000

€460,000 - 690,000

US\$490,000 - 740,000

The authenticity of this work has kindly been confirmed by  
Dr. Jürgen Pech.

### Provenance

Danie Oven Collection, Paris.

Anon. sale, Hôtel Drouot, Paris, 4 December 1957, lot 82.

Anon. sale, Hôtel Drouot, Paris, 25 May 1959, lot 48.

Galleria Toninelli, Milan.

Private collection, Milan (acquired from the above, *circa* 1966).

Thence by descent to the present owner.

### Exhibited

New York, Lawrence Rubin Greenberg Van Doren Fine Art, *Max Ernst, Paintings & Collages from the 1920s - 70s from a Private European Collection*, 1 - 26 February 2000, no. 16.

### Literature

W. Spies, S. & G. Metken, *Max Ernst, Werke 1939 - 1953*, Cologne, 1987, no. 3035 (illustrated p. 368).





Max Ernst in front of *Le Sénégal* in 1955, Paris.

# MAX ERNST

## *Le Sénégal*

*Le Sénégal* was painted at a time of huge change for Max Ernst, as he tentatively returned to post-war Europe after a twelve year exile in America. This powerful composition shows strong influences from his time amongst Native Americans in the Sedona desert and recalls some of the artist's earliest ethnological interests.

The present work depicts a mysterious totemic figure, floating untethered within a hazy background. Several insect-like faces peer at us, while the torso of the creature resembles a large, stylised hieroglyphic eye. The sandy ground echoes the desert of Ernst's Arizona home, a memory reinforced by the earthy tones of ochre, yellow, salmon and red. The soft *sfumato* edges of the figure contrast beautifully to the sharply delicate tracery created by the artist's scratching-out along its contours, whilst its symmetry reminds the viewer perhaps of a Rorschach image, alluding to Ernst's early interest in psychiatry.

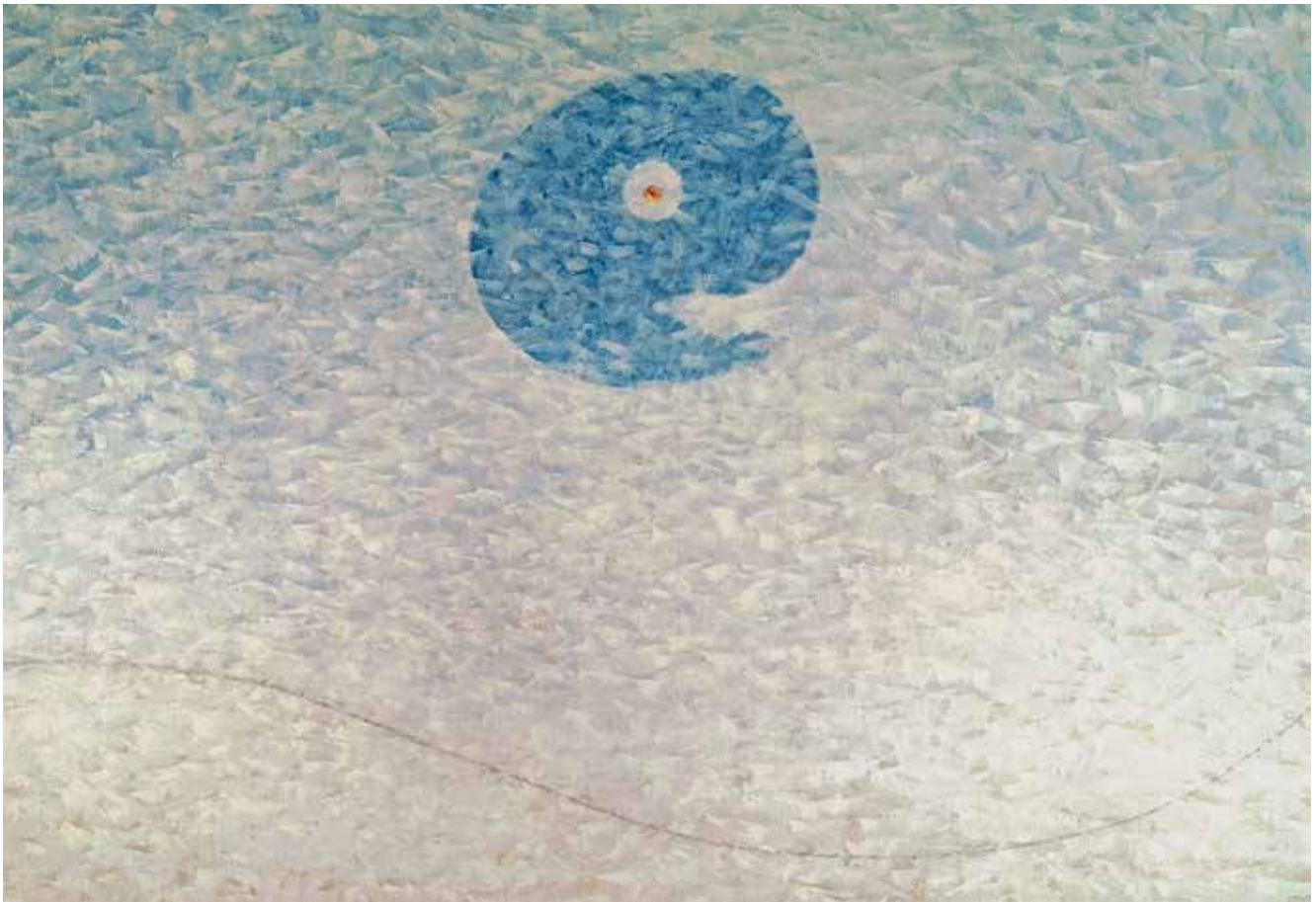
Like many other members of the Surrealist movement, Ernst had long been interested in Native American art, whose masks 'seemed to have anticipated their own artistic vision. These austere visages, divided into brilliant colour fields, oscillated between animal and human; some were hinged, opening out to reveal a human face, sometimes even a third creature, behind a bird's head with long beak. Such biomorphic hybrids and their capacity for metamorphosis were as congenial to the Surrealist philosophy as their composite, collage-like character was to the formal concerns of the movement' (S. Metken, 'Ten Thousand

Redskins', in W. Spies, (ed.), *Max Ernst - A Retrospective*, Munich, 1991, p. 357). Such biomorphic references can surely be glimpsed in *Le Sénégal* whose subject hovers uneasily between human, animal, mask, insect and bird, recalling Ernst's alter ego, Loplop, 'Superior of the Birds'. Emerging from a series of works focussing on birds in the 1920s, the character apparently stemmed from the artist's childhood memory of his pet cockatoo dying a few minutes before his baby sister was born, resulting in a confusion between birds and humans in both his imagination and art. Pertinent to the current work is Ian Turpin's claim that 'in Ernst's fabricated psychobiography, Loplop takes the position of totem, something Ernst describes as a 'private phantom', an animal familiar' (I. Turpin, *Max Ernst*, London, 1979, p. 88).

Having fled internment in France for the refuge of the United States in 1941, Ernst's interest in the spiritual and tribal continued. He frequented the Museum of Natural History and the Museum of American Indians in New York, and along with his fellow exiled Surrealists discovered a shop owned by a German immigrant specialising in Indian art objects, at which: '[he] did not even balk at acquiring a six-metre-tall Kwakiutl housepole representing the giant, heavy-breasted Dzonokwa, a cannibal spirit who emerged from the depths of the forest to kidnap children and eat them alive. The monstrous goddess was to stand watch over the artist's house in Sedona until his final return to Europe in 1956' (S. Metken, *op. cit.*, p. 357).



Max Ernst wearing a Kachina mask, Oak Creek Canyon, Sedona, Arizona, USA, 1946.



Max Ernst (1891-1976), *The Cry of the Gull (Le Cri de la Mouette)*, 1953, Menil Collection, Houston.

## ‘This amazing, blazing, crazy, hard-to-believe place (Dakar) on the edge of the Sahara’

- Dorothea Tanning

The artist's son, Jimmy, recalled a trip with his father in the summer of 1941: 'At a tourist trading post in Grand Canyon, he and I found ourselves in the usually closed attic of the building surrounded by a sea of ancient Hopi and Zuni Kachina dolls [...] Max bought just about every one' (J. Ernst quoted in W. Spies, (ed.), *Max Ernst: Life and Work, An Autobiographical Collage*, London, 2006, pp. 168 - 169). This laid the foundation of Ernst's considerable collection of Kachina dolls, figures carved by the Hopi and Zuni people to act as messengers between the human and spirit world. Their carved, slitted mouths, beaks, snouts and corn-husk hair certainly find echoes in *Le Sénégal*. The Surrealists' early affinity with such art was recorded in the October 1927 journal *La Révolution Surréaliste*, in which Kachina figures were illustrated, and Ernst's pet dog in Arizona was even named 'Kachina'.

During the disintegration of Ernst's marriage to Peggy Guggenheim, with whom he had immigrated to New York, he became involved with fellow artist Dorothea Tanning and travelled with her to Arizona in 1943. The couple were so captivated by the Sedona desert that they returned there in 1946 to build their own house and studio. The happy years spent in Arizona were undoubtedly integral to the present work, cementing the artist's keen interest in Native American art and culture. Having fled persecution and imprisonment in Europe for his art (twenty-five of his works had been seized from public collections by the Nazis and four were shown in the *Entartete Kunst* exhibition in Munich), John Russell ascribes to Ernst a more personal connection with the tribe he befriended on a reservation eighty miles to the north-east of his home: 'Few things in the US are more moving, to a European, than the tenacity of the Hopi Indians in holding fast to their individuality in the face of all money can offer or society invent for its dilapidation' (J. Russell, *Max Ernst: Life and Work*, London, 1967, p. 140).

Dorothea Tanning recalled excursions to caves to explore rock paintings and engraved drawings, which appear to have informed Ernst's work at the time; for example, a small gouache from 1946 - 1947, *Deux peaux rouges s'apprêtent à danser* (sold at Bonhams in February 2016) bears a striking resemblance to an engraving found at the Petroglyph State Park near Albuquerque in New Mexico. In a neat parallel, the present composition was originally painted on the wall of a Paris bistro, the Tour d'Ivoire. The cement ground gives the work the tactility characteristic of Ernst's oeuvre, whether achieved through *frottage*, *grattage* or by the use of disparate and experimental media.

Just as the cave paintings, mask and figures of the Native Americans were emblematic and ritualistic, rather than figurative or abstract, so the present work defies easy definition. In a poem *Dix mille peaux-rouges* ('Ten thousand redskins'), Ernst wrote of the Native Americans that 'for them/time exists/suspended' – just as the figure of *Le Sénégal* floats free in time and space. In this regard the present work finds comparison in *Le cri de la mouette*, painted slightly earlier in the same year. Painted on Ernst's return to Europe in 1953, these works marked a new approach in his art, whereby the paint field 'is almost featureless [...] a gentle all-over flicker of lyrical colour avoids any specific reference to Nature [...] consideration of space, scale, substance and definition do not apply' (J. Russell, *ibid.*, p. 162). No longer enmeshed in the complicated, faceted backgrounds of his preceding works, *Le Sénégal* stands defiantly alone, contrary to the more conservative tastes of post-war France. Following a brief and unsatisfactory trip to Europe in 1949 the couple had finally returned to France in 1953, but the desert continued to exert its pull: '1953 - 1954. France for a year or two is punctured with desperate returns to Arizona' (D. Tanning, *Between Lives: An Artist and her World*, New York, 2001, p. 204).

The very title of *Le Sénégal* hints that Max Ernst was looking to cultures beyond that of the Native Americans he encountered in America, and indeed his interest in disparate societies was shown in the series of lectures he gave in Honolulu at the University of Hawaii in 1952 on 'Traces of Influence of the so-called Primitive Arts on the Art of our Times', covering tribal art from a number of countries.

In its impressive size and solemnity the current work has the presence of a sculpture or carving, an increasing interest for Ernst in Arizona. *Le Sénégal* looks back to the bas-reliefs with which the artist decorated their desert home; itself an homage to Ernst's earlier house with Leonora Carrington in Saint-Martin d'Ardèche, adorned with murals and tribal figures. The masks, heads and animals Ernst moulded out of cement have been likened by Uwe M. Schneede to the 'skull rack of the rain god Tlaloc at Calixtlahuaca' (U. M. Schneede, *The Essential Max Ernst*, London, 1972, p. 187). Ernst's largest sculpture, the life-size *Capricorne*, was created in Sedona in 1948 and recalls certain elements of ancient Egyptian sculpture in the King's Pharaoh-like animal head and rigid pose, finding an echo in the regal figure of *Le Sénégal*.



*Deux peaux rouges s'apprêtent à danser*  
(sold at Bonhams in February 2016)

Links to Senegal itself in Ernst's life are fleeting but present, first appearing in the record of Ernst's wartime escape in 1940 on the so-called 'ghost train': alleged to be in contact with the enemy, he had been interred in a prisoner camp in Aix-en-Provence. The Camp Commander placed all those prisoners whose lives were in danger from the approaching Nazis on a train, originally bound for Marseille. The 2,500 passengers had hitherto been more lightly guarded: 'their guards up to then, decent inhabitants of the territory, were replaced by Senegalese, who made a rather dubious impression on them' (W. Spies, (ed.), *op. cit.*, p. 154).

Ernst was also a friend and supporter of Léopold Sédar Senghor, a poet and politician who would become the first President of the newly-independent Republic of Senegal in 1960. Tanning recalled the couple's visit to the country's capital: 'this amazing, blazing, crazy, hard-to-believe place (Dakar) on the edge of the Sahara' (D. Tanning, *op. cit.*, p. 298.) The present work was moreover painted for Danie Oven, a Senegalese friend of the artist and the owner of a Parisian bistro, the Tour d'Ivoire on the rue des Grands Degrés. Oven also owned a now-missing sister work (Spies 3036) showing a more abstracted, shield-like motif.



Max Ernst at work on "Das große Fries", 1948.

33<sup>AR</sup>

**PABLO PICASSO (1881-1973)**

*Tête d'homme de face*

signed, dated and numbered '19.2.68 I Picasso' (upper left)

felt-tipped pen and coloured wax crayon on paper

26.5 x 20.7cm (10 7/16 x 8 1/8in).

Executed on 19 February 1968

**£45,000 - 65,000**

**€52,000 - 75,000**

**US\$55,000 - 80,000**

**Provenance**

Private collection (acquired *circa* 1975); their sale, Sotheby's, London, 20 June 2012, lot 311.

Acquired at the above sale by the previous owner; their sale, Bonhams, New York, 5 November 2013, lot 72.

Acquired at the above sale by the present owner.

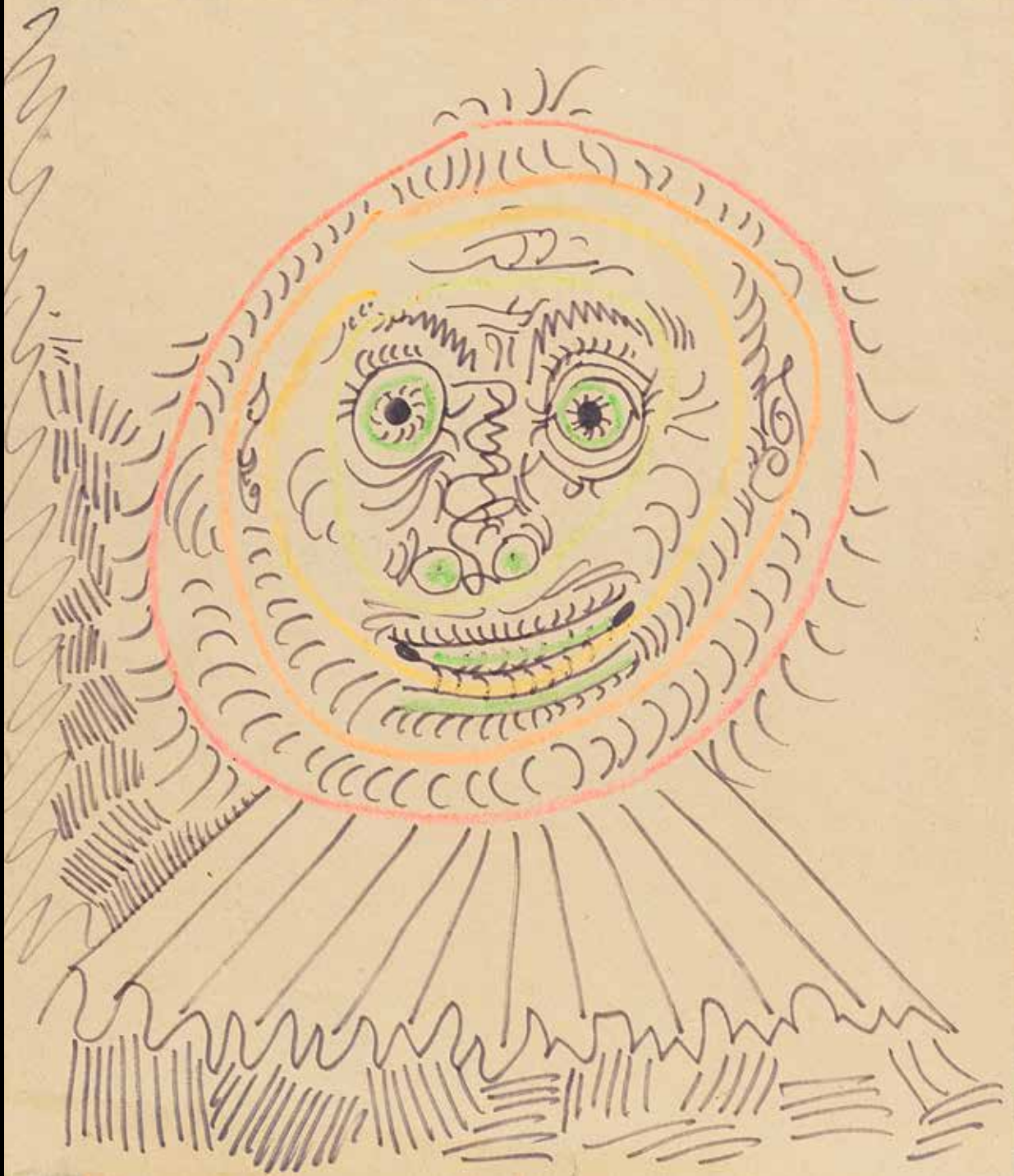
**Literature**

C. Zervos, *Pablo Picasso*, Vol. 27, *Oeuvres de 1967 et 1968*, Paris, 1973, no. 234 (illustrated p. 92).

The Picasso Project (eds.), *Picasso's Paintings, Watercolors, Drawings and Sculpture: The Sixties III, 1968 - 1969*, San Francisco, 2003, no. 68-066 (illustrated p. 20).



19.2.68.I چرخه



**PROPERTY FROM A PRIVATE FRENCH COLLECTOR**

34<sup>AR</sup>

**RAOUL DUFY (1877-1953)**

*La Ménara*

signed 'Raoul Dufy' (lower right)

gouache and pencil on paper

49.7 x 65cm (19 9/16 x 25 9/16in).

Executed in 1926

£40,000 - 60,000

€46,000 - 69,000

US\$49,000 - 74,000

The authenticity of this work has kindly been confirmed by Madame Fanny Guillon-Laffaille. This work will be included in the forthcoming supplement to the *Catalogue raisonné des aquarelles, gouaches et pastels de Raoul Dufy* currently being prepared.

**Provenance**

Christian Dior Collection, Paris.

Thence by descent from the above.

Private collection, Paris (acquired from the above, 1995).



French couturier Christian Dior (1905-1957), circa 1955.

‘Blue is the only colour which maintains its own character in all its tones...it will always stay blue; whereas yellow is blackened in its shades, and fades when heightened; red when darkened becomes brown, and diluted with white is no longer red, but another colour - pink’

- Raoul Dufy



35

**EDVARD MUNCH (1863-1944)**

*Seinen ved Saint-Cloud (The Seine at Saint-Cloud)*

signed 'E Munch' (lower right)

pastel on buff card

26.8 x 34.7cm (10 9/16 x 13 11/16in).

Executed in 1890

**£30,000 - 50,000**

**€35,000 - 58,000**

**US\$37,000 - 61,000**

**Provenance**

Tank-Nielsen Collection, Norway.

Eivind Erichsen Collection, Norway, by 1978 (by descent from the above).

Private collection, London.

Acquired from the above by the present owner, 2014.

**Exhibited**

Paris, Pinacothèque de Paris, *Edvard Munch ou 'l'Anti-Cri'*, 19

February - 18 July 2010, no. 11.

**Literature**

G. Woll, *Edvard Munch, Complete Paintings, Catalogue Raisonné*, Vol. I, 1880 - 1897, London, 2009, no. 194 (illustrated p. 196).



36

**EDVARD MUNCH (1863-1944)**

*Sommer (Summer)*

signed and dated 'E. Munch 1891' (lower right)

oil pastel and coloured crayon on canvas

54.6 x 74.3cm (21 1/2 x 29 1/4in).

Executed in 1891

£100,000 - 150,000

€120,000 - 170,000

US\$120,000 - 180,000

**Provenance**

Harald Nørregaard Collection; his sale, Wangs Kunsthandel, Oslo,  
26 September 1938, lot 23.

Kaare Berntsen AS Collection, Oslo, 1971 - 1973.

Anon. sale, Sotheby's, New York, 15 May 1980, lot 311.

Private collection, London.

Acquired from the above by the present owner, 2014.

**Exhibited**

Oslo, Galleri KB-Kaare Berntsen, *Edvard Munch, Oil Painting,  
Watercolours, Graphical works*, 1971, no. 1 (titled 'Musicians in Nice').

Paris, Pinacothèque de Paris, *Edvard Munch ou 'l'Anti-Cri'*, 19

February - 18 July 2010, no. 13.

**Literature**

G. Woll, *Edvard Munch, Complete Paintings, Catalogue Raisonné*, Vol.  
I, 1880 - 1897, London, 2009, no. 238 (illustrated p. 228).





Edvard Munch in 1892.

# EDVARD MUNCH

*Sommer*

*(Summer)*

'I have long since stopped listening to the footsteps on the stair, as I know they are never for me'

- Edvard Munch

'There should be no more paintings of people reading and women knitting. In future they should be of people who breathe, who feel emotions, who suffer and love' (E. Munch writing in St. Cloud, 1889, quoted in R. Stang, *Edvard Munch, The Man and his Art*, Oslo, 1977, p. 73).

The present work was executed in 1891 during a period of great change for Edvard Munch both in his artistic and personal life. In 1889 he returned to Paris thanks to a state scholarship provided by the Norwegian government and was to remain based in the capital for several years. In Paris Munch attended the demanding art school run by Léon Bonnard, a formidable tutor who had instructed some of Norway's best artists. 'Bonnart likes my drawings very much' (E. Munch quoted in R. Stang, *ibid.*, p. 70) Munch was to write home; however, he found little stimulus in his teacher's drawing lessons and was soon in total opposition to Bonnard's conventional painting methods.

What was to inspire the young artist during his sojourn was his exposure to a vast array of modern European artists, encountered through his afternoon trips to the museums. At first it was the techniques of the French Impressionists, evinced in the works of Monet and Pissarro, which caught his eye, but during the autumn months of 1889 Munch also came into contact with French Post-Impressionists, most notably the works of Paul Gauguin and the later Nabis group, and their radical use of vibrant colour alongside a synthesis of line and

form. Concurrently, Munch fell under the spell of the two great artistic and literary movements of the *fin-de-siècle* in France: Symbolism and Mysticism - an immersion which was to decisively launch his art from the limited confines of Naturalism into a heady world of spirituality, subjectivity and introspection.

The death of Munch's father in November 1889 also had a profound effect on the young artist. It was at this moment that he began to break free from his past and to confront the traumatic experiences of his early years. Installed during the winter of 1889 in St. Cloud, on the outskirts of Paris, Munch began to formulate a new artistic creed in which he rejected his former artistic instruction and began to offer a view of the world from an internal rather than external perspective. Just as the Impressionists had sought to capture the transience of light and atmospheric effects within their compositions, Munch endeavoured to seize the fleeting sensations of an emotion or feeling: 'It happened sometimes that I came across a landscape that I wanted to paint, perhaps when I was depressed or perhaps when I was in a good mood. I would go away and fetch my easel put it up, and paint what I saw. I often produced good paintings that way, but they never turned out the way I wanted. I never succeeded in painting the scene the way I have seen it, in the mood that I was in at the time. This often happened, and so, when it did, I began to scratch out what I had painted and try to recall my original mood, striving to capture that first impression' (E. Munch quoted in R. Stang, *ibid.*, p. 73).



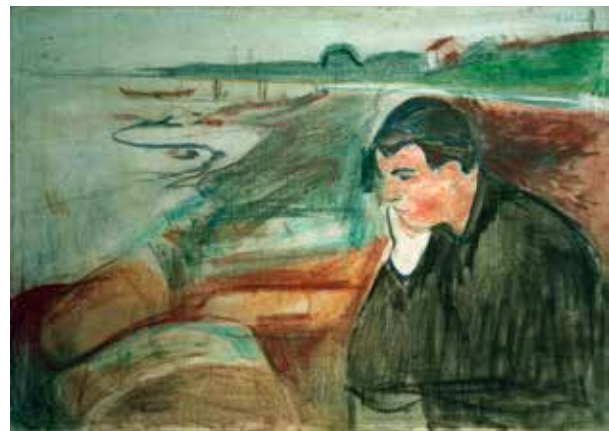


Edvard Munch (1863-1944), *Eroticism on a Summer Evening*, 1891, Munchmuseet, Oslo.

Executed in pastel and crayon, rather unusually, on primed canvas, *Sommer* conveys a sense of the artist working swiftly *en plein air* to capture the emotional import of his scene. Employing gestural strokes of pastel, Munch adeptly builds the composition through a sketchy application of line and pure colour. Munch was much ridiculed during his early career for this perceived lack of finish within his work but later this very quality came to be acknowledged by a number of scholars as the most classically Modernist aspect of his work. Munch himself did not distinguish between the values of painting or drawing: 'A charcoal drawing on a wall can be a greater work of art than the most perfectly executed painting' he once noted (E. Munch quoted in G. Woll, *Edvard Munch, Complete Paintings, Catalogue Raisonné*, Vol. I, 1880 – 1897, London, 2009, p. 22). Indeed, the simplification of technique was a deliberate device which served to distil the composition to the most essential elements thus imbuing it with a universality and timelessness.

In the present work, Munch concentrates the viewer's attention onto the positioning and relationship between the figures within the otherwise stark scene. His subjects, as one commentator has observed, are 'like actors on a stage...[who] express feelings and attitudes through pose and gesture' (G. Woll, *ibid.*, p. 25). The woman to the foreground of the composition is depicted with slightly blurred contours as if she is walking purposely in front of the viewer, meanwhile the group of four musicians to the upper left appear animated as if mid-tune or in conversation. By contrast the solitary seated figure to the right, dressed in sombre black, adopts a more melancholic and lonesome air. His gently bowed head signifies his alienation from the other subjects and he appears pensive, as if lost in thought. Meanwhile, the composition of the work itself serves to further emphasise the sense of loss or lack within the scene, with the lower left quadrant strikingly void in comparison to the rest of the canvas.

In letters from later this year in 1891 Munch was to disclose his sense of isolation, and as such the male figure of *Sommer* can almost be viewed as a substitute for the artist himself. Upon arrival in Nice in the winter of 1891 he wrote to his friend Emmanuel Goldstein: 'I am finally in Nice, the city that I have dreamt of for so long... It is more beautiful here than I have ever dreamed. The Promenade des Anglais is most impressive – with the wonderfully blue water on one side. The sea is such a fleeting shade of blue that it looks as though it has been painted with naphtha. But how lonely it is – I have long since stopped listening to the footsteps on the stair, as I know they are never for me' (E. Munch quoted in R. Stang, *op. cit.*, p. 82).



Edvard Munch (1863-1944), *Melancholia (Evening)*, 1891, Munchmuseet, Oslo.

37\*AR

**RAOUL DUFY (1877-1953)**

*La péniche*

signed and dated '1903 R Dufy' (lower right)

watercolour and pencil on paper

30.4 x 38.5cm (11 15/16 x 15 3/16in).

Executed in 1903

**£5,000 - 7,000**

**€5,800 - 8,100**

**US\$6,100 - 8,600**

The authenticity of this work has kindly been confirmed by  
Madame Fanny Guillon-Laffaille.

**Provenance**

Private collection, Australia.



**PROPERTY FROM A DISTINGUISHED PARISIAN COLLECTION**

38<sup>AR</sup>

**MAURICE DE VLAMINCK (1876-1958)**

*La petite place*

signed 'Vlaminck' (lower left)

oil on canvas

46.3 x 55cm (18 1/4 x 21 5/8in).

Painted *circa* 1915

**£40,000 - 60,000**

**€46,000 - 69,000**

**US\$49,000 - 74,000**

This work will be included in the critical catalogue of the works of Maurice de Vlaminck currently being prepared by the Wildenstein Institute.

**Provenance**

Anon. sale, Ader, Paris, 14 November 2014, lot 195.

Private collection, Paris (acquired at the above sale).



39

**EMILE BERNARD (1868-1941)**

*Le jardin public à Mayenne*

signed and dated 'E. Bernard 1886' (lower right)

oil on canvas

38.1 x 46.2cm (15 x 18 3/16in).

Painted in 1886

**£100,000 - 150,000**

**€120,000 - 170,000**

**US\$120,000 - 180,000**

This work will be included in the critical catalogue of the work of Emile Bernard currently being prepared by the Wildenstein Institute.

**Provenance**

Ambroise Vollard Collection, Paris.

Robert de Galéa Collection, Paris (by descent from the above).

Marquis de Bollin Collection, Paris.

Galerie Nicole Bertagna, Paris.

Josefowitz Collection, Europe (acquired from the above, June 1957).

Anon. sale, Christie's, Paris, 23 May 2007, lot 56.

Acquired at the above sale by the present owner.

**Exhibited**

Los Angeles, County Museum of Art, *Monet to Matisse: a Century of Art in France from Southern California Collections*, 9 June - 11 August 1991.

**Literature**

J.-J Luthi, *Emile Bernard, catalogue raisonné de l'oeuvre peint*, Paris, 1982, p. 6, no. 25 (illustrated).

J.-J Luthi & A. Israël, *Emile Bernard, Instigateur de l'Ecole de Pont-Aven, précurseur de l'Art Moderne – Sa vie, son oeuvre, catalogue raisonné*, Paris, 2014, p. 140, no. 20 (illustrated).





Paul Gauguin (1848-1903), *Vision of the Sermon (Jacob Wrestling with the Angel)*, 1888, Scottish National Gallery, Edinburgh.

# EMILE BERNARD

*Le jardin public à Mayenne*



Paul Sérusier (1864-1927), *Portrait of Emile Bernard in Florence*, 1893, Private collection.

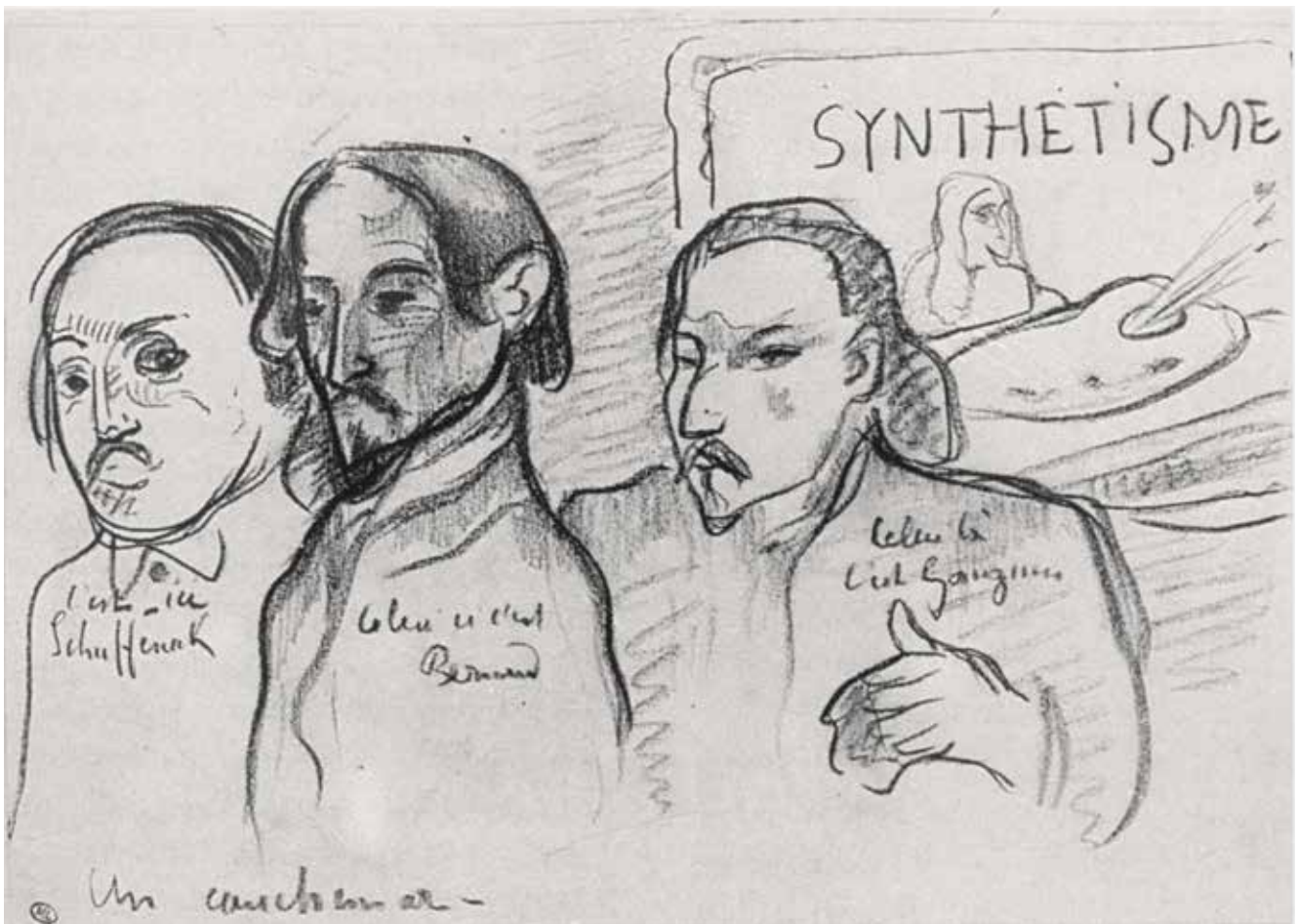


Emile Bernard (1868-1941), *Buckwheat Harvest*, 1888, Josefowitz Collection, New York.

The pilgrimage from Paris to Brittany that Emile Bernard made in 1886 was a fateful moment in the development of Post-Impressionist Art. In Pont-Aven, at the end of his long journey on foot, Paul Gauguin awaited him: together Bernard and Gauguin would change the course of art and create the Synthetist movement which brought them both great renown. Alongside them were painters such as Schuffenecker, Anquetin, Sérusier, de Haan and Laval. This small group of avant-garde artists gathered in Brittany in the mid-to-late 1880s after rejecting the academic strictures of the Paris art schools. Bernard himself had actually been thrown out of the Atelier Cormon in Paris after he vocally criticised the teaching there.

Bernard joined the atelier in 1881, at a time when both Louis Anquetin and Henri de Toulouse-Lautrec were studying there under Cormon. Together the three artists discovered the world of Montmartre's clubs and bars, developing their own style and artistic practices. Bernard was at first, like so many of his contemporaries, drawn to the work of the Impressionists, who had been exhibiting in Paris throughout the 1870s and early 1880s. Bernard was ultimately left unsatisfied after experimenting with Impressionism and Pointillism. Along with Anquetin and Van Gogh – whom he met in 1886 at Cormon's atelier – he developed an interest in Japanese print-making that helped him develop a new synthetic style characterised by bold, flat use of colours and clearly delineated motifs outlined in black. This new style, that would go on to be a hallmark of the Pont-Aven school, was really developed by Bernard on his crucial trip to Brittany.





Emile Bernard (1868-1941), *Portrait de Gauguin, Bernard et Schuffenecker*, Musée du Louvre, Paris.

*Le jardin public à Mayenne* was painted in 1886 during this journey, most likely *en route* from Paris to Pont-Aven. One can see the bridge between the Pointillism of Signac and Seurat (with which Bernard had already toyed) and the Synthetism that he would develop during the five months spent at his destination. Perspective is almost absent, with the viewer being shown a snapshot of the street in Mayenne with one carriage abruptly cut off. This jarring framework would find powerful use in the works of Gauguin and Bernard such as the pivotal *Vision of the Sermon* of 1888, where the framing of Gauguin's work cuts straight through the group of Breton women praying in their bonnets. This novel compositional device can be seen both as a product of Bernard's exposure to Japanese prints, but also of the new technique of photography, whose influence could be felt more and more in the contemporary art of the day.

The present work perfectly demonstrates the artist's love of vivid colour that marked this new phase in his career, with the striking blues, greens, reds and a stirring flash of yellow. Bernard had not yet developed the delineated *cloisonné* style that he would pioneer during this period, and as such the work still refers to his experiments in Pointillism. The subject matter remains essentially urban, modern and rooted in reality – the coaches pass by, couples cross the street and the day-to-day life of the town of Mayenne continues as it always had. In showing this slice of modern life, Bernard relates his work back to the boulevards of Paris and his exploration of the modern city whilst a member of the Atelier Cormon. Once he had arrived in Pont-Aven however, he found inspiration in the timeless costumes of the Breton peasants and farmers, and sought to find magic and spirituality in the motifs he discovered there.



Vincent van Gogh (1853-1890), *Japonaiserie: The Bridge in the Rain (after Hiroshige)*, 1887, Van Gogh Museum, Amsterdam.

40

**PIERRE-AUGUSTE RENOIR (1841-1919)**

*La partie de tennis*

bears the signature 'Renoir' (lower right)

oil on canvas

19.4 x 35.1cm (7 5/8 x 13 13/16in).

Painted *circa* 1895

**£70,000 - 100,000**

**€81,000 - 120,000**

**US\$86,000 - 120,000**

This work will be included in the critical catalogue of the works of Pierre-Auguste Renoir currently being prepared by the Wildenstein Institute.

**Provenance**

Marlborough Gallery, London, by 1950.

M. D. Oliphant, Esq. Collection, Wallasey, Cheshire (acquired from the above, August 1950).

Thence by descent to the present owners.

**Exhibited**

London, Marlborough Gallery, *French Masters of the XIX and XX Century*, March - April 1950, no. 36.

London, Marlborough Gallery, *Renoir*, April - May 1951, no. 14.

Wallasey, Central Library Wallasey, *An Exhibition of French Pictures*, 12 May - 7 June 1958, no. 11.

**Literature**

A. Vollard, *Pierre-Auguste Renoir, Paintings, Pastels and Drawings*, San Francisco, 1989, no. 687 (illustrated as part of a larger pre-existing canvas, p. 173).

G.-P & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. III, 1895 - 1902, Paris, 2010, no. 2116 (illustrated as part of a larger pre-existing canvas, p. 235).





**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

41

**EDOUARD VUILLARD (1868-1940)**

*La vigne à Villeneuve-sur-Yonne*

stamped with the artist's signature 'E Vuillard' (lower right)

oil and pencil on paper laid down on board

24.2 x 28.3cm (9 1/2 x 11 1/8in).

Painted circa 1897 - 1899

£4,000 - 6,000

€4,600 - 6,900

US\$4,900 - 7,400

**Provenance**

The artist's studio.

Alex Maguy Collection, Paris.

Klopfner Fine Art, Switzerland, 1994.

Private collection, Switzerland; their sale, Sotheby's, London,  
4 December 1996, lot 342.

Private collection, Milan (acquired at the above sale).

**Literature**

A. Salomon & G. Cogeval, *Vuillard, The Inexhaustible Glimpse: Critical Catalogue of Paintings and Pastels*, Vol. I, Milan, 2003, no. VI-88 (illustrated p. 512, titled 'The Vineyard').



**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

42

**JOHAN BARTHOLD JONGKIND (1819-1891)**

*Sur la montagne à La Côte-Saint-André - 10 septembre 1885*  
 signed and dated 'Jongkind 10 Sept 1885' (lower left); inscribed and dated 'derrière la montagne du fond - Grenoble 10 Sept. 1885 / Isère / Sur la montagne à la Côte St. André' (verso)  
 watercolour, white heightening and pencil on paper  
 15.5 x 25cm (6 1/8 x 9 13/16in).  
 Executed on 10 September 1885

**£2,000 - 3,000**  
**€2,300 - 3,500**  
**US\$2,500 - 3,700**

The authenticity of this work has kindly been confirmed by the Comité Jongkind, Paris-La Haye.

The present work shows a view from the hilltops above La Côte-Saint-André (Isère) where the artist is buried, with the massif du Vercors beyond and Saint-Égrève in the Isère valley below.

**Provenance**

Léon Tual Collection.  
 1ère Vente Jongkind, Hôtel Drouot, Paris, 7 - 8 December 1891, lot 165.  
 Paul Durand-Ruel Collection, Paris (acquired at the above sale).  
 Anon. sale, Sotheby's, London, 1 July 1964, lot 63.  
 Anon. sale, Christie's, London, 27 June 1989, lot 107A.  
 Anon. sale, Sotheby's, Amsterdam, 23 April 1991, lot 253.  
 Hein A.M. Klaver Kunsthandel, Amsterdam (acquired at the above sale).  
 Anon. sale, Sotheby's, London, 14 March 1995, lot 169.  
 Private collection, Milan (acquired at the above sale).

**PROPERTY FROM A PRIVATE GERMAN COLLECTION**

43

**ARMAND GUILLAUMIN (1841-1927)**

*L'Hay-les-Roses, Île-de-France*

signed 'Guillaumin' (lower left)

oil on canvas

73 x 92.7cm (28 3/4 x 36 1/2in).

Painted *circa* 1885

£70,000 - 100,000

€81,000 - 120,000

US\$86,000 - 120,000

This work will be included in the forthcoming Armand Guillaumin second volume of the *catalogue raisonné* currently being prepared by the Comité Guillaumin.

**Provenance**

Kaplan Gallery, London.

Mr. & Mrs. J. A. Scrymgeour, Canada.

Private collection, Australia.

Private collection, France.

Private collection, Belgium.

Private collection, Germany.

Thence by descent to the present owner.

**Exhibited**

Edmonton, Canada, The Edmonton Art Gallery, *Impressionist Paintings from the collection of Mr and Mrs J. A. Scrymgeour and Westburne International Industries*, 6 January - 6 February 1972, no. 7 (titled 'Paris, vue de l'Hay-les-Roses, Seine').



# ARMAND GUILLAUMIN

## *L'Haÿ-les-Roses, Île-de-France*

In *L'Haÿ-les-Roses, Île-de-France*, beautifully loose Impressionist brushstrokes describe an agricultural scene on the outskirts of late nineteenth-century Paris. Vivid blue and violet patches of sky shimmer through the clouds, while nuanced shades of green and ochre form grassy hills and fields. Guillaumin had been a member of the Impressionist avant-garde from its very formation, participating in the *Salon des Refusés* of 1863 as well as the renowned Impressionist exhibitions from the inaugural show in 1874 to the last held in 1886, around the time the present work was painted.

Little is known of Guillaumin's early life and artistic career, but his influence on fellow artists is better documented. His studio was a meeting point for Signac and Seurat, the former recalling: 'the painter I admired most when I was twenty was Guillaumin... One day I was painting on the quays of the Île Saint-Louis. A man who was looking at my canvas over my shoulder suddenly said to me: 'That's not bad!... I do some painting myself... my name is Guillaumin' (P. Signac quoted in C. Kunstler, 'Chez Paul Signac; ou, L'Apothéose du pointillisme', in *Le Petit Parisien*, 4 April 1935, p. 4).

Guillaumin had initially lacked the financial autonomy to pursue his artistic career and instead was employed at the Government Bridges and Highways Department. Only once he had won 100,000 gold francs in the National Lottery in 1890 was he free to pursue his passion, leading to a freer and bolder style which anticipated future artistic movements. His striking depictions of Paris and the French countryside, rendered with bright colour palettes, such as *La Baie d'Agay* (circa 1900), would influence the later Post-Impressionists and Fauves. Dr. Paul-Ferdinand Gachet, the artist's



Vincent van Gogh (1853-1890), *Portrait of Dr. Paul Gachet*, 1890, Private collection.



Camille Pissarro (1830-1903), *Le jardin de Maubuisson, Pontoise, la mère Bellette*, Painted in 1882, Private collection. Sold for US\$ 1,805,000 at Bonhams New York, November 2013.





Armand Guillaumin (1841-1927), *La Baie d'Agay*, circa 1900.



(detail)

life-long friend, great admirer of Impressionist art and known to most as Vincent Van Gogh's doctor, acquired Guillaumin's works even before he was widely exhibited. It was in Dr Gachet's surgery that Van Gogh first admired Guillaumin's oil paintings, with their strong Fauvist features. Paul Gauguin also collected Guillaumin's work before becoming an artist himself.

*L'Hay-les-Roses, Île-de-France* shows Guillaumin's wholehearted continuation of the Impressionist style. Accused by some critics of occasionally bordering on the nostalgic, in the present work Guillaumin appears to look backward rather than forward, reminding the viewer very much of Camille Pissarro's *Le jardin de Maubuisson, Pontoise, la mère Bellette* of 1882 (sold at Bonhams for US\$ 1,805,000 in November 2015). Guillaumin and Pissarro cultivated a long-lasting artistic friendship after meeting at the Academie Suisse. The older artist's influence can certainly be felt in the impastoed flurry of brushstrokes which capture the fieldworkers in *L'Hay-les-Roses, Île-de-France* and the elevation of such an everyday scene to the realm of art.

Today a suburb of Paris, in the 1880s the Hay-les-Roses was still detached from the capital and retained a mainly traditional agricultural society. Nonetheless its citizens could already feel the imminent impact of the modernisation of post-Haussmann Paris, a transformation that Guillaumin had experienced first-hand and captured in works such as *Soleil couchant à Ivry*. In the present work the artist turns his back on the encroaching industrialisation however, and purposefully returns to a time of manual labour. *L'Hay-les-Roses, Île-de-France* is a remarkable example of a truly Impressionist picture of the French countryside, painted at a time when Guillaumin was most confident in his style.

**PROPERTY FROM A PRIVATE EUROPEAN COLLECTION**

44\*

**ALBERT LÉBOURG (1849-1926)**

*Canal à Rotterdam*

signed 'a Lebourg.' (lower right) and indistinctly signed (lower left);  
inscribed 'Canal à Rotterdam' (on the stretcher, verso)

oil on canvas

38 x 55cm (14 15/16 x 21 5/8in).

Executed *circa* 1895 - 1897

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$15,000 - 22,000**

The authenticity of this work has kindly been confirmed by  
Monsieur François Lespinasse.

**Provenance**

Private collection, Geneva.

**Literature**

L. Bénédite, *Albert Lebourg*, Paris, 1923, no. 322 (titled 'Canal à Rotterdam, le soir').



45

**PIERRE-AUGUSTE RENOIR (1841-1919)**

*Nu allongé*

oil on canvas

10.8 x 18cm (4 1/4 x 7 1/16in).

Painted *circa* 1910

£40,000 - 60,000

€46,000 - 69,000

US\$49,000 - 74,000

This work will be included in the critical catalogue of the works of Pierre-Auguste Renoir currently being prepared by the Wildenstein Institute.

**Provenance**

Léon Pédron Collection, Le Havre; his sale, Hôtel Drouot, Paris, 2 June 1926, lot 45.

Nebesky Collection (acquired at the above sale).

Mme. Hein Collection, Paris, by 1963.

Erika Meyerovich Fine Arts, California.

Private collection (acquired from the above, 1997); their sale, Sotheby's, London, 22 June 2004, lot 219.

Private collection, Greece (acquired at the above sale).

Acquired from the above by the present owner, January 2014.

**Exhibited**

Marseille, Musée Cantini, *Renoir, peintre et sculpteur*, 8 June – 15 September 1963, no. 56 (titled 'Nu').

**Literature**

G.-P. & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. IV, 1903 – 1910, Paris, 2012, no. 3515 (illustrated p. 497, titled 'Nu').

‘The nude seemed to  
[Renoir] to be one of the  
most essential forms of art’

- Berthe Morisot





**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

46

**EUGENE BOUDIN (1824-1898)**

*Scène de plage*

stamped with the artist's initials (lower right), dated '1863' (upper right) and indistinctly inscribed (centre right)

watercolour and pencil on laid paper

10.5 x 13.1cm (4 1/8 x 5 3/16in).

Executed in 1863

£3,500 - 5,500

€4,000 - 6,300

US\$4,300 - 6,800

The authenticity of this work has kindly been confirmed by Monsieur Manuel Schmit. This work will be included in the forthcoming *catalogue raisonné of the works on paper of Eugène Boudin* currently being prepared.

**Provenance**

L. H. Lefèvre & Son, London.

René MacColl Esq. Collection, Crowborough, Sussex.

Gallery 609, Denver, Colorado.

Anon. sale, Sotheby's, London, 14 March 1995, lot 167.

Private collection, Milan (acquired at the above sale).

**Exhibited**

London, Marlborough Fine Art Ltd., *Eugène Boudin 1824 - 1898,*

*Retrospective Exhibition in Aid of The Artists' General Benevolent*

*Institution*, 21 November - December 1958; extended to 15 January

1959, no. 79.



**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

47

**MAXIMILIEN LUCE (1858-1941)**

*Etude de boxeur*

signed 'Luce' (lower right)

pastel and pencil on buff paper laid down on card

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

**£3,000 - 5,000**

**€3,500 - 5,800**

**US\$3,700 - 6,100**

The authenticity of this work has kindly been confirmed by  
Madame Denise Bazetoux.

**Provenance**

Anon. sale, Sotheby's, London, 13 October 1993, lot 158.

Private collection, Milan (acquired at the above sale).



48

**ARMAND GUILLAUMIN (1841-1927)**

*La Seine à Paris*

signed 'AGuillaumin' (lower right)

oil on canvas

45.3 x 61cm (17 13/16 x 24in).

Painted circa 1874

£12,000 - 18,000

€14,000 - 21,000

US\$15,000 - 22,000

**Provenance**

E. Blot Collection, Paris.

Galerie Brame & Lorenceau, Paris.

Private collection, France.

**Literature**

G. Serret & D. Fabiani, *Armand Guillaumin 1841 - 1927, catalogue raisonné de l'oeuvre peint*, Paris, 1971, no. 27 (illustrated n.p.).





49

**HENRI LEBASQUE (1865-1937)**

*Vase d'anémones*

signed 'H. Lebasque' (lower left)

oil on canvas

55 x 46.2cm (21 5/8 x 18 3/16in).

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$15,000 - 22,000**

The authenticity of this work has kindly been confirmed by  
Madame Christine Lenoir and Madame Maria de la Ville Fromoit.

**Provenance**

Galerie Druet, Paris, no. 7160.

Galerie Bernheim-Jeune, Paris.

Anon. sale, Blache, Versailles, 22 October 1969, lot 114.

Anon. sale, Martin, Versailles, 29 November 1970, lot 126.

Anon. sale, Blache, Versailles, 12 March 1972, lot 85.

Private collection, UK.

**Literature**

D. Bazetoux, *Henri Lebasque, catalogue raisonné*, Vol. I,  
Neuilly-sur-Marne, 2008, no. 858 (illustrated p. 2).



**PROPERTY OF A CHARITABLE TRUST**

50

**CAMILLE PISSARRO (1830-1903)**

*Portrait de Madame Pissarro*

stamped with the artist's initials 'C. P.' (lower right)

pencil on card

30.7 x 22cm (12 1/16 x 8 11/16in).

**£4,000 - 6,000**

**€4,600 - 6,900**

**US\$4,900 - 7,400**

The authenticity of this work has kindly been confirmed by Dr. Joachim Pissarro. This work will be included in the forthcoming Camille Pissarro *catalogue raisonné des aquarelles et pastels* currently being prepared.

**Provenance**

Ohana Gallery, London, no. 957.

Private collection, London (acquired from the above, circa 1980s).

Private collection, UK (a gift from the above).



## PROPERTY OF A LADY

51\*AR

### GEORGES ROUAULT (1871-1958)

*Un témoin (croquis)*

inscribed 'Un témoin' (upper centre), inscribed again 'Monsieur Finaud  
est un select maquereau qui n'a pas toujours fait le beau'

(lower centre); inscribed 'Croquis de G. Rouault' (verso)

watercolour, charcoal and ink on paper

30.5 x 17.6cm (12 x 6 15/16in).

Executed circa 1910 - 1914

£8,000 - 12,000

€9,200 - 14,000

US\$9,800 - 15,000

### Provenance

Dr. Girardin Collection, Paris.

Anon. sale, Stuttgarter Kunstkabinett, 3 - 4 May 1961, lot 443.

Private collection, Milan (acquired at the above sale).

### Literature

B. Dorival & I. Rouault, *Rouault, L'oeuvre peint*, Vol. I, Monaco,  
1988, no. 647 (illustrated p. 196).

**PROPERTY FROM A PRIVATE ENGLISH COLLECTION**

52

**VALERIUS DE SAEDELEER (1876-1946)**

*Paysage d'hiver (Winter in Wales)*

signed 'Valerius de Saedeleer' (lower right)

oil, ink and pencil on canvas

57.8 x 60.5cm (22 3/4 x 23 13/16in).

Painted in 1917

**£18,000 - 25,000**

**€21,000 - 29,000**

**US\$22,000 - 31,000**

The authenticity of this work has kindly been confirmed by  
Monsieur Piet Boyens.

**Provenance**

Private collection, UK.

Following the First World War, Valerius de Saedeleer joined fellow Flemish artists such as George Minne, Gustave van de Woestyne and Léon De Smet in hastening to the United Kingdom. In Wales de Saedeleer tried to penetrate the secrets of the new landscape; gradually his art moved towards a direction which was concerned with capturing both the external beauty and the very soul of the landscape. In the present work we see the arabesque lines and modest, thinly applied pigments that were characteristic of his work from around 1917.



**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

53

**GUSTAV KLIMT (1862-1918)**

*Stehende im Dreiviertelprofil nach links*

inscribed and numbered 'Nr. 7 Stehende Dame im Kleid' (verso)

black chalk on buff paper

45.4 x 31.6cm (17 7/8 x 12 7/16in).

Executed circa 1897-1898

£15,000 - 20,000

€17,000 - 23,000

US\$18,000 - 25,000

The present work is a study for the oil portrait of Sonja Knips, currently housed in the collection of the Österreichische Galerie Belvedere, Vienna.

**Provenance**

M. Strake Collection, Düsseldorf.

Anon. sale, Sotheby's, London, 20 March 1996, lot 229.

Private collection, Milan (acquired at the above sale).

**Exhibited**

Salzburg, Galerie Welz, *Gustav Klimt*, 5 August - 13 September 1964, no. 15 (titled 'Porträtstudie Sonja Knips').

**Literature**

A. Strobl, *Gustav Klimt, Die Zeichnungen 1878 - 1903*, Vol. I, Salzburg, 1980, no. 409, p. 132 (illustrated p. 133).



Gustav Klimt (1862-1918), *Bildnis Sonja Knips*, 1898, Österreichische Galerie Belvedere, Vienna.





54<sup>AR</sup>

**OSKAR KOKOSCHKA (1886-1980)**

*Portrait von Josef Paul Hodin*

signed with the artist's initials 'OK' and inscribed 'I. Zustand'  
(lower left)

charcoal on paper

63 x 48.4cm (24 13/16 x 19 1/16in).

£4,000 - 6,000

€4,600 - 6,900

US\$4,900 - 7,400

The authenticity of this work has kindly been confirmed by Dr. Alfred Weidinger. This work will be included in the forthcoming Oskar Kokoschka *catalogue raisonné* currently being prepared.

**Provenance**

Josef Paul Hodin Collection, UK (a gift from the artist).

Thence by descent to the present owner.

The Austrian artist Oskar Kokoschka met Czechoslovakian art critic, author and art historian Josef Paul Hodin when he moved to London in 1938. A long-lasting friendship developed, out of which this energetic portrait resulted. Hodin was decisive in introducing European Expressionist and Modern Art to the British public. He not only wrote important publications in this field but was also a specialist on Kokoschka and his biographer. The present drawing is part of series and a similar portrait, dated 1964, is in the primary collection of the National Portrait Gallery, London (NPG 6615).





**PROPERTY OF A CHARITABLE TRUST**

55<sup>AR</sup>

**OSKAR KOKOSCHKA (1886-1980)**

*Portrait einer Dame*

signed and dated 'OKokoschka 1946' (lower right), inscribed and signed with the artist's initials 'Für meine liebe Nelly zur Erinnerung von OK' (lower left)

watercolour on laid paper

63 x 47.4cm (24 13/16 x 18 11/16in).

Executed in 1946

£6,000 - 8,000

€6,900 - 9,200

US\$7,400 - 9,800

The authenticity of this work has kindly been confirmed by Dr. Alfred Weidinger. This work will be included in the forthcoming Oskar Kokoschka *catalogue raisonné* currently being prepared.

**Provenance**

Private collection, UK.

56

**CHRISTIAN ROHLFS (1849-1938)**

*Tänzerin mit Schleier*

signed with the artist initials and dated 'CR 28' (lower right)

oil on canvas

67.8 x 52.8cm (26 11/16 x 20 13/16in).

Painted in 1928

£40,000 - 60,000

€46,000 - 69,000

US\$49,000 - 74,000

**Provenance**

Helene Rohlf's Collection (the artist's widow).

Private collection, Southern Germany.

Acquired from the above by the present owner, 2012.

**Exhibited**

Berlin, Galerie Ferdinand Möller, *Ausstellung Christian Rohlf's der Galerie Ferdinand Möller*, December 1928 - January 1929, no. 16 (titled 'Tänzerin').

Kiel, Kunsthalle zu Kiel, Schleswig-Holsteinischer Kunstverein, *Christian Rohlf's*, May - June 1930, no. 34 (titled 'Tänzerin').

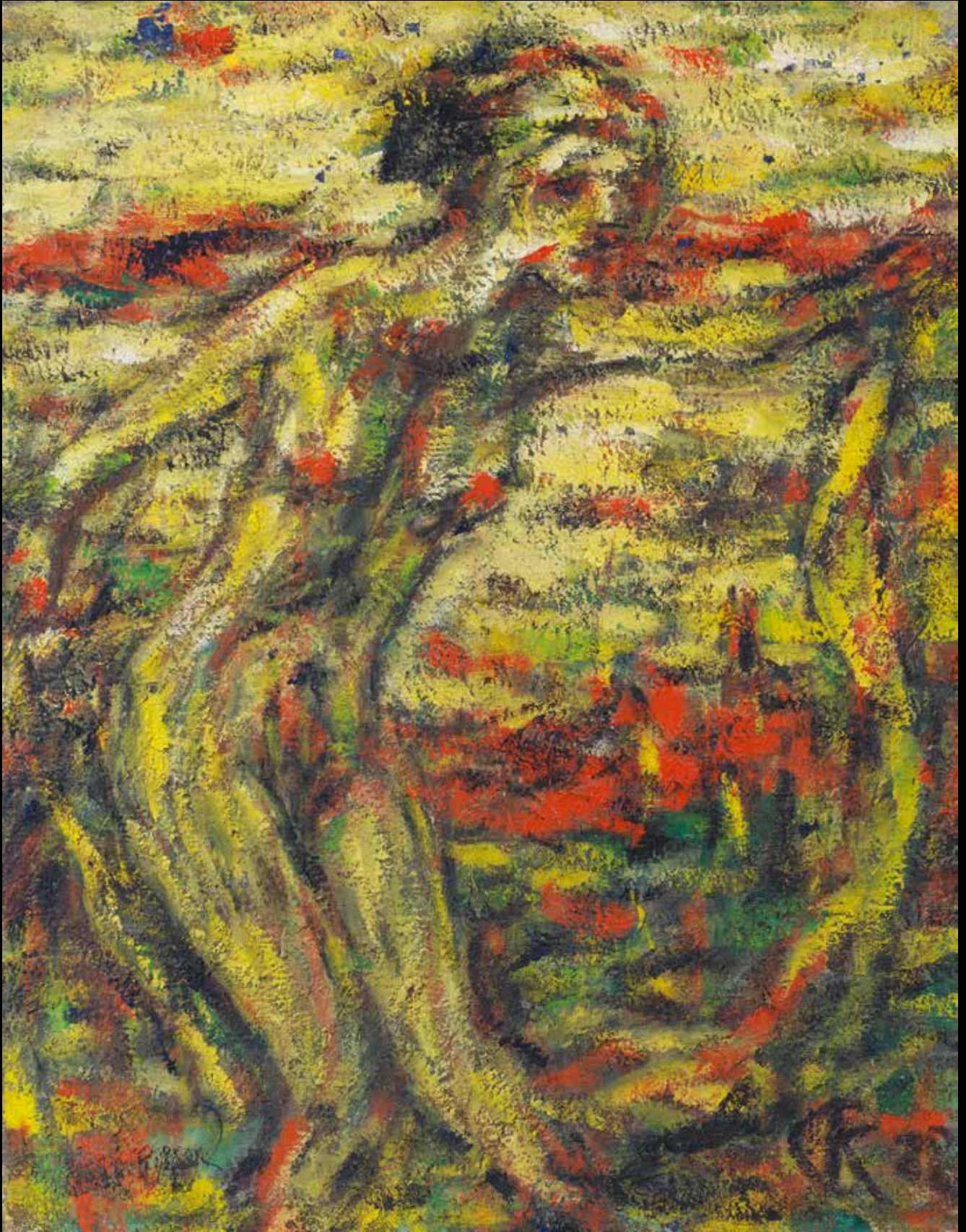
Leverkusen, Farbenfabriken Bayer Aktiengesellschaft, *Christian Rohlf's, Gemälde, Tempera-Blätter, Zeichnungen und Graphik*, 1955 - 1956, no. 31 (later travelled to Essen, Munich, Karlsruhe & Lübeck; titled 'Tänzerin').

Darmstadt, Kunstverein Darmstadt e. V., Kunsthalle am Steubenplatz, *Christian Rohlf's, Das Spätwerk*, 30 January - 6 March 1960, no. 24.

Hamm, Gustav Lübcke Museum, *Genuss. Empfindung. Aufbegehren. Menschenbilder im Expressionismus*, 16 September 2012 - 24 March 2013.

**Literature**

P. Vogt (ed.), *Christian Rohlf's, Oeuvre-Katalog der Gemälde*, Recklinghausen, 1978, no. 725 (illustrated n. p.).



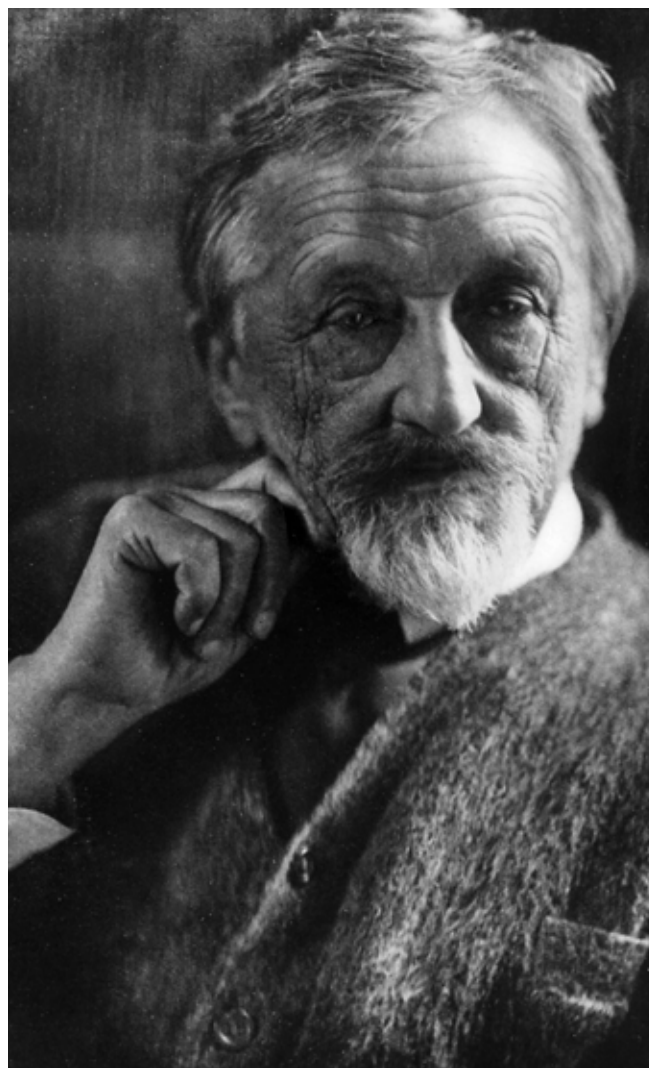
# CHRISTIAN ROHLFS

## *Tänzerin mit Schleier*

Executed in the later part of Christian Rohlfs' career, *Tänzerin mit Schleier* bears testimony to his perpetual quest for authenticity in his art, and his eagerness to involve himself with the new generation of young Expressionist artists in the early twentieth century.

The vitality tangible in Rohlfs' work from this period can be attributed in part to his marriage to Helene in 1919 at the age of 70. Prior to this point Rohlfs worked largely from his studio in Hagen, however the union with his young bride prompted a desire for travel, alongside a predilection for colour and luminosity which hitherto had not been present within his paintings. This new sense of expressive abandonment and delight in pure colour caught the eye of various institutions and museums and Rohlfs began to garner new-found public recognition and success: 'Exhibitions were held in increasing numbers... his own regional University in Keil conferred honorary doctorates upon him, he became a member of the Prussian Academy of Arts in Berlin and an honorary citizen of Hagen, where a street and the newly founded museum were named after him' (P. Vogt, *Christian Rohlfs 1849 – 1938: The Later Works*, (exh. cat), Essen, 1965 – 1966, n. p.).

In 1927, a year before the execution of the present work, Rohlfs made his first trip to the south of Europe, travelling to Ascona on Lake Maggiore where he was later to return year after year. His experience of the intensity of light had a profound effect upon his art, in which



Christian Rohlfs in 1924.

colour 'lost its material importance and became a delicate, intangible web, permeating his greatest compositions with a kind of inner light' (P. Vogt, *ibid.*, n. p.). This pervasive and non-naturalistic use of colour is excellently manifested in *Tänzerin mit Schleier*, in which Rohlfs realises both his subject and background through a concatenation of acid greens and yellows shot through with vermilion accents. Blurring the boundaries between form and colour, Rohlfs defines his dancing subject and the rooftops beyond through the merest suggestions of form and contour. The non-representational use of colour here accords with Expressionist aesthetics, yet the use of the same colour palette throughout the canvas further minimises the representational qualities of the composition and flattens the picture space, foregrounding gesture and surface texture in a daringly abstract manner.

Indeed, the method by which Rohlfs developed the application of his paint served to emphasise the expressive effects of his work. By building up layers of colour upon the canvas through the broad strokes of a spatula he liberated his handling, realising bold, radical marks which gesture towards abstraction. It was also in his use of tempera that he was able to achieve a transparency and purity of colour which surpassed the chromatic effects of oils. Never mixing the paint on the palette, Rohlfs preferred instead to apply the pure pigment directly to the wet ground of the support, building gauzy, textural layers of colour and luminosity.



Karl Schmidt-Rottluff (1884-1976), *Nach dem Bade*, 1912, Galerie Neue Meister, Dresden.

The nude subject *en plein air* and her dynamic pose immediately bring to mind the bathers and dancers so beloved of the Expressionists, and more specifically those of the Brücke group who included Kirchner, Pechstein and Schmidt-Rottluff. Though Rohlfs was not a member of Die Brücke or Der Blaue Reiter he exulted in the new techniques that they pioneered and shared their aims to 'counter the spiritual disintegration of a technical age by the return to the elementary forces' (U. Von Pückler, *Christian Rohlfs (1849 – 1938), The text of a Lecture given at City of York Art Gallery on May 11th 1956*, York, 1956, p. 7). In Expressionist discourse the bather/ dancer subject came to signify an antimodernist motif in which nudism and the dancing arenas of the circus or cabaret posed a liberated, even primitive space. For Rohlfs, resolutely experimental despite being a contemporary of Renoir, Expressionism provided the means through which he could convey his personal vision of the world - namely the elemental and spiritual forces which lay beyond the purely optical.

*Tänzerin mit Schleier* in form and subject encapsulates Rohlfs' unique perception of the visual world, 'as a slowly unfolding pattern of growth and decay' (H. Hess, *Paintings by Christian Rohlfs 1849 – 1938*, (exh. cat), London, 1956, n. p.). The colours, at once bodily and vegetal, are complimented by a surface texture which bristles with verve and expressive force. Rohlfs was the only artist of his generation to be whole-heartedly recognised and accepted by the younger generation of Expressionist artists, and his later work (despite being destroyed in large part by the Nazis) remains a key example of the German Expressionist movement today.



## TWO WORKS FROM A PRIVATE ENGLISH COLLECTION

57

### GUSTAV KLIMT (1862-1918)

*Auf dem Rücken liegender Akt nach rechts*  
 stamped with the artist's *Nachlass* stamp (lower left)  
 red crayon on Japan paper  
 34.8 x 55.1cm (13 11/16 x 21 11/16in).  
 Executed *circa* 1905 - 1906

£10,000 - 15,000

€12,000 - 17,000

US\$12,000 - 18,000

#### Provenance

Private collection, Vienna.  
 Galerie Christian M. Nebehay GmbH., Vienna (acquired from  
 the above).  
 Private collection, UK (acquired from the above,  
 17 June 1981).  
 Private collection, UK.

#### Exhibited

Vienna, Christian M. Nebehay GmbH., *Handzeichnungen des XVI. -  
 XX. Jahrhunderts*, 1981, no. 77 (titled 'Liegender weiblicher Akt über  
 die Füße ein durchscheinender Stoff gebreitet', incorrectly dated *circa*  
 1916).

#### Literature

A. Strobl, *Gustav Klimt, Die Zeichnungen*, Vol. II, 1904 - 1912,  
 Salzburg, 1982, no. 1455 (illustrated p. 91).

58

### GUSTAV KLIMT (1862-1918)

*Vorgebeugter Rückenakt*  
 stamped with the artist's *Nachlass* stamp (lower right, faded)  
 pencil on Japan paper  
 56 x 36.6cm (22 1/16 x 14 7/16in).  
 Executed *circa* 1907

£15,000 - 20,000

€17,000 - 23,000

US\$18,000 - 25,000

#### Provenance

Private collection, Switzerland.  
 Galerie Christian M. Nebehay GmbH., Vienna (acquired from  
 the above).  
 Private collection, UK (acquired from the above,  
 4 December 1981).  
 Private collection, UK.

#### Exhibited

Vienna, Christian M. Nebehay GmbH., *Gustav Klimt,  
 Handzeichnungen, Secessionsplakate*, 1974, no. 18 (titled 'Rückenakt,  
 sich nach vor beugend', dated *circa* 1906).

#### Literature

A. Strobl, *Gustav Klimt. Die Zeichnungen*, Vol. II, 1904 - 1912,  
 Salzburg, 1982, no. 1625 (illustrated p. 127).



59<sup>AR</sup>

**ERMANNO NASON (1928-2013) AFTER PABLO PICASSO  
(1881-1973)**

*Portatrice d'acqua*

incised 'Ermanno Nason-I.V.R. di Mazzega-Murano-Picasso 3-55'  
(on the underside)

hand-blown glass vase with pigment

*40.5cm (15 15/16in.) high*

Conceived *circa* 1947 and executed in March 1955 at the Fucina degli  
Angeli, Murano, Venice.

**£10,000 - 15,000**

**€12,000 - 17,000**

**US\$12,000 - 18,000**

**Provenance**

Joyce Lowenstein Collection, USA.

Sylvia Powell Decorative Arts, London (acquired from the above).

Private collection, London (acquired from the above).







**PROPERTY FROM A DISTINGUISHED SWISS PRIVATE  
COLLECTION, SOLD TO BENEFIT THE CHARITY  
'UNITED FOR HUMAN RIGHTS'**

United for Human Rights (UHR) is an international non-profit organization with the purpose of teaching the United Nations Universal Declaration of Human Rights in both the formal and informal sectors presently in more than 20 languages. Its membership is comprised of like-minded individuals, group and organizations.

60\*<sup>AR</sup>

**MARC CHAGALL ( 1887-1985)**

*Nature morte à la corbeille d'oranges*

signed 'Marc Chagall' (lower right)

colour monotype on Japan paper

29.8 x 39.8cm (11 3/4 x 15 11/16in). image size; 48 x 67cm (18 7/8 x 26 3/8in). sheet size

Executed in 1965

**£50,000 - 70,000**

**€58,000 - 81,000**

**US\$61,000 - 86,000**

**Provenance**

Galerie Gérald Cramer, Geneva.

Private collection, Geneva (acquired from the above by 1979).

**Literature**

J. Leymarie & G. Cramer (eds.), *Marc Chagall, Monotypes 1961 - 1965*, Geneva, 1966, no. 129 (illustrated p. 111).



61\*AR

**MAX ERNST (1891-1976)**

*Chéri Bibi*

signed 'max ernst' (verso), numbered '83/175' and stamped with the foundry mark 'A. VALSUANI CIRE PERDUE' (on the base)

bronze with dark-brown patina

35cm (13 3/4in.) high

Conceived in 1973 in an edition of 175; this bronze version cast at a later date.

£7,000 - 10,000

€8,100 - 12,000

US\$8,600 - 12,000

The authenticity of this work has kindly been confirmed by Dr. Jürgen Pech.

**Provenance**

Private collection, Paris.

Private collection, Geneva (acquired from the above, 2014).

**Literature**

Exh. cat., *Max Ernst Skulptur*, Malmö, 1995 (another cast illustrated p. 177).

Exh. cat., *Max Ernst Sculpture*, Milan, 1996 (another cast illustrated p. 184).

W. Spies, *Max Ernst, Sculptures, Maisons, Paysages*, Paris, 1998 (another cast illustrated p. 183).

J. Pech, *Max Ernst, Plastische Werke*, Cologne, 2005 (another cast illustrated pp. 206 - 207).



62<sup>AR</sup>

**GIORGIO DE CHIRICO (1888-1978)**

*Interno con figure - bozzetto teatrale*

signed 'g. de Chirico' (lower right)

oil on canvasboard

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

Painted in 1953

**£20,000 - 30,000**

**€23,000 - 35,000**

**US\$25,000 - 37,000**

The authenticity of this work has kindly been confirmed by the  
Fondazione Giorgio e Isa de Chirico.

**Provenance**

Galleria La Medusa, Rome, 1981, no. 384/81.

Nicola Collection, Biella.

Private collection, Biella (acquired from the above *circa* 1980s).



**PROPERTY FROM A PRIVATE BELGIAN COLLECTION**

63<sup>AR</sup>

**MAURICE DE VLAMINCK (1876-1958)**

*Vase de fleurs*

signed 'Vlaminck' (lower left)

oil on canvas

54.8 x 46cm (21 9/16 x 18 1/8in).

Painted *circa* 1936 - 1938

**£30,000 - 50,000**

**€35,000 - 58,000**

**US\$37,000 - 61,000**

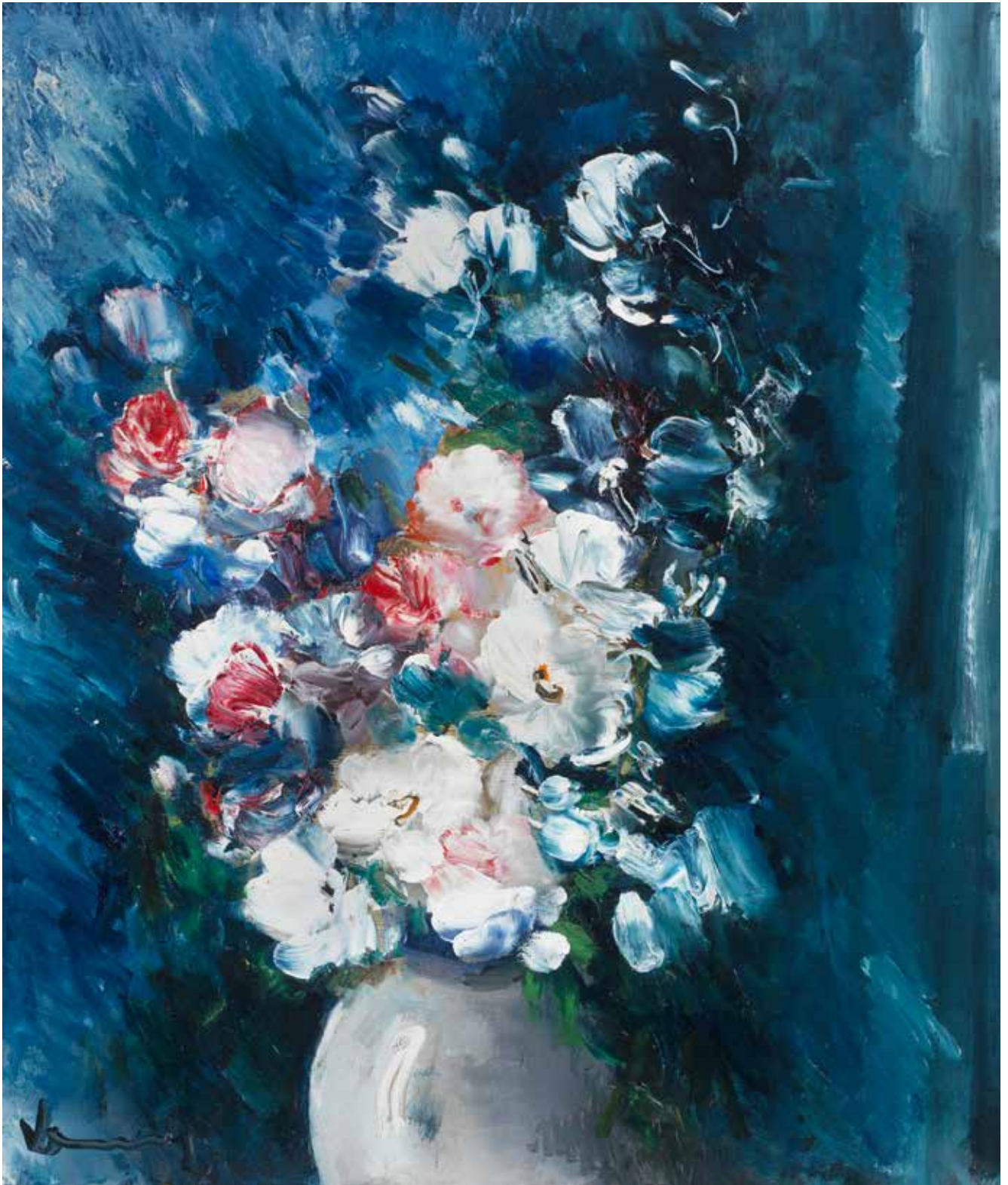
This work will be included in the critical catalogue of the works of Maurice de Vlaminck currently being prepared by the Wildenstein Institute.

**Provenance**

Private collection, Paris (acquired *circa* 1945 - 1955).

Thence by descent to the present owner, Belgium.







64<sup>AR</sup>

**HENRI HAYDEN (1883-1970)**

*Les champs de Mollien*

signed and dated 'Hayden 63' (lower right)

oil on canvas

72.8 x 91.4cm (28 11/16 x 36in).

Painted in 1963

£6,000 - 8,000

€6,900 - 9,200

US\$7,400 - 9,800

The authenticity of this work has kindly been confirmed by  
Monsieur Pierre Célice.

**Provenance**

Crane Kalman Gallery, London.

Private collection, UK.



## PROPERTY OF A LADY

65<sup>+</sup> AR

### **MAURICE DE VLAMINCK (1876-1958)**

*La Seine à Châton*

signed 'Vlaminck' (lower right)

gouache, watercolour, brush and India ink on paper

45.7 x 55cm (18 x 21 5/8in).

Executed circa 1922 - 1923

£12,000 - 18,000

€14,000 - 21,000

US\$15,000 - 22,000

This work will be included in the critical catalogue of the works of Maurice de Vlaminck currently being prepared by the Wildenstein Institute.

#### **Provenance**

Galerie Aktuaris, Zurich.

Anon. sale, Stuttgarter Kunstkabinett, 3 - 4 May 1961, lot 483.

Private collection, Milan (acquired at the above sale).



66<sup>AR</sup>

**ANDRÉ BRASILIER (B. 1929)**

*Les moissons*

signed 'André Brasilier' (lower left)

oil on canvas

46.2 x 61.2cm (18 3/16 x 24 1/8in).

Painted in 1960

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$15,000 - 22,000**

The authenticity of this work has kindly been confirmed by  
Monsieur Alexis Brasilier.

**Provenance**

Anon. sale, Drouot-Richelieu, Paris, 15 December 2014, lot 127.

Private collection, France (acquired at the above sale).



**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

67<sup>AR</sup>

**ANDRÉ MASSON (1896-1987)**

*La Meige*

signed with the artist's monogram (lower left); signed, inscribed and dated 'andré masson "La Meige" Pâques 1951' (verso)

oil on canvas

35.1 x 27.2cm (13 13/16 x 10 11/16in).

Painted in Easter 1951

£5,000 - 7,000

€5,800 - 8,100

US\$6,100 - 8,600

The authenticity of this work has kindly been confirmed by the Comité André Masson.

**Provenance**

Luis Masson Collection (the artist's son).

Die Galerie, Frankfurt am Main.

Private collection, Milan (acquired from the above, 2004).



68

**HENRI MARTIN (1860-1943)**

*Paysage au ciel tourmenté* (recto); *Essai de lumière sur les collines le soir* (verso)

signed 'Henri Martin' (lower right, recto)

oil on panel

27.7 x 46.3cm (10 7/8 x 18 1/4in).

**£15,000 - 20,000**

**€17,000 - 23,000**

**US\$18,000 - 25,000**

The authenticity of this work has kindly been confirmed by Monsieur Cyrille Martin. This work will be included in the forthcoming Henri Martin *catalogue raisonné* currently being prepared by Madame Marie-Anne Destrebecq-Martin.

**Provenance**

Private collection, Toulouse.

Private collection, France (acquired from the above).



69

**HENRI MARTIN (1860-1943)**

*Portrait d'Albert Sarraut*

signed and inscribed 'A mon ami A Sarraut Henri Martin' (lower right)

oil on canvas

71.3 x 57.3cm (28 1/16 x 22 9/16in).

Painted circa 1897 - 1898

£20,000 - 30,000

€23,000 - 35,000

US\$25,000 - 37,000

The authenticity of this work has kindly been confirmed by Monsieur Cyrille Martin. This work will be included in the forthcoming Henri Martin *catalogue raisonné* currently being prepared by Madame Marie-Anne Destrebecq-Martin.

**Provenance**

Private collection, Toulouse.

Private collection, France (acquired from the above).

70<sup>AR</sup>

**LEONARD TSUGUHARU FOUJITA (1886-1968)**

*Rue à Bièvre*

signed, inscribed and dated '5 - 3 - 60 Bièvre L. Foujita' (lower left)

watercolour, charcoal and pencil on paper

53.8 x 36.2cm (21 3/16 x 14 1/4in).

Executed on 5 March 1960

**£4,000 - 6,000**

**€4,600 - 6,900**

**US\$4,900 - 7,400**

The authenticity of this work has kindly been confirmed by  
Madame Sylvie Buisson.

The present work is a study for the oil painting *Bièvre* executed by the  
artist in 1960 (Buisson 530).

**Provenance**

Succession Kimiyo Foujita; her sale, Cornette de Saint Cyr, Paris,  
21 December 2012, lot 166.

Acquired at the above sale by the present owner.





71

**EDGAR DEGAS (1834-1917)**

*Tête, petite étude pour le portrait de Madame S.*

signed 'Degas', numbered '7/H' and stamped with the foundry mark 'CIRE PERDUE A A HEBRARD' (to the back of the neck, verso)

bronze with dark-brown patina

14.5cm (5 11/16 in) high

Conceived *circa* 1892 and cast in an edition of 21 between 1919 and 1937, numbered A to T plus one artist's proof and two casts reserved for the Degas heirs and the founder Hébrard.

**£10,000 - 15,000**

**€12,000 - 17,000**

**US\$12,000 - 18,000**

**Provenance**

Alfred Flechtheim Collection, Düsseldorf, 1926.

Private collection, UK.

**Literature**

Exh. cat, *Exposition des Sculptures de Degas*, Paris, 1921, no. 69.

G. Bazin, 'Degas sculpteur', in *L'Amour de l'Art*, July 1931, fig. 73.

J. Rewald, *Degas: Works in Sculpture, A Complete Catalogue*, New York, 1944, no. XXXI (another cast illustrated p. 83).

J. Rewald, *Degas Sculpture: The Complete Works*, London, 1957, no. XXXI (another cast illustrated p. 148, fig. 11).

J. Lassaigue & F. Minervino, *Tout l'œuvre peint de Degas*, Milan, 1970, no. S69.

C. W. Millard, *The Sculpture of Edgar Degas*, Princeton, 1976, no. 115 (another cast illustrated titled 'Portrait Head').

Exh. cat., *Degas scultore*, Florence, 1986, no. 7 (another cast illustrated).

A. Pingeot, A. Le Normand-Romain & L. de Margerie, *Musée d'Orsay, catalogue sommaire illustré des sculptures*, Paris, 1986, no. RF 2133.

J. Rewald, *Degas's Complete Sculpture: Catalogue Raisonné*, San Francisco, 1990, no. XXXI (another cast illustrated p. 100).

A. Pingeot, *Degas Sculptures*, Paris, 1991, no. 69 (another cast illustrated p. 186).

S. Campbell, 'Degas, The Sculptures, A Catalogue Raisonné', in *Apollo*, August 1995, no. 7 (another cast illustrated p. 14).

J. S. Czestochowski & A. Pingeot, *Degas Sculptures, Catalogue Raisonné of the Bronzes*, New York, 2002, no. 7 (another cast illustrated pp. 134 - 135).



**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

72<sup>AR</sup>

**ANDRE LHOTE (1885-1962)**

*Portrait d'Anne*

signed and dated 'A.LHOTE.25.' (upper right)

oil on panel

41 x 32.2cm (16 1/8 x 12 11/16in).

Painted in 1925

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$15,000 - 22,000**

This work will be included in the forthcoming André Lhote Volume I of the *catalogue raisonné de l'oeuvre peint* currently being prepared by Monsieur Jean François Aittouarès and Madame Dominique Bermann Martin.

**Provenance**

Blanchet Collection, Paris.

Galerie Makassar, Paris, by 2001.

Private collection, Milan (acquired from the above).





73<sup>AR</sup>

**LEONARD TSUGUHARU FOJITA (1886-1968)**

*Deux enfants*

pencil on paper

23 x 22.4cm (9 1/16 x 8 13/16in).

£1,500 - 2,500

€1,700 - 2,900

US\$1,800 - 3,100

The authenticity of this work has kindly been confirmed by  
Madame Sylvie Buisson.

**Provenance**

Succession Kimiyo Fojita; her sale, Cornette de Saint Cyr, Paris, 28  
October 2013, lot 167.

Acquired at the above sale by the present owner.



(recto)

74

**ARISTIDE MAILLOL (1861-1944)**

*Nu sur le flanc droit (recto); Nu assis (verso)*  
sanguine, white chalk and pencil on buff paper  
21.4 x 32.6cm (8 7/16 x 12 13/16in).

£1,800 - 2,500

€2,100 - 2,900

US\$2,200 - 3,100

The authenticity of this work has kindly been confirmed by  
Monsieur Olivier Lorquin.

**Provenance**

Mme. Wessel Collection; her sale, Hôtel des Ventés, Nice, 28  
November 2013, lot 86.  
Acquired at the above sale by the present owner.

**END OF SALE**



(verso)

**IMPRESSIONIST  
& MODERN ART**

Wednesday 10 May 2017  
New York

**HENRI MATISSE (1869-1954)**

*Arbre de neige*  
signed 'H Matisse' (lower right)  
gouache and découpage on paper  
16 x 10 1/4 in (40.5 x 26 cm)  
Created in 1947  
**US\$800,000 - 1,200,000**

**ENQUIRIES**

+1 (917) 717 2752  
william.oreilly@bonhams.com

**INTERNATIONAL PREVIEWS**

25 February – 2 March, London  
22 – 24 March, Paris



**Bonhams**

**NEW YORK**

[bonhams.com/impressionist](http://bonhams.com/impressionist)



**19TH CENTURY  
EUROPEAN, VICTORIAN  
AND BRITISH  
IMPRESSIONIST ART**

Wednesday 1 March 2017  
New Bond Street, London

**ISAAC ISRAELS  
(DUTCH, 1865-1934)**

*Young boy on a beach*  
oil on canvas  
49.5 x 30cm (19 1/2 x 11 13/16in)

**£20,000-30,000**

**ENQUIRIES**

+44 (0) 20 7468 8201  
peter.rees@bonhams.com



# Bonhams

LONDON

[bonhams.com/19thcenturypaintings](http://bonhams.com/19thcenturypaintings)

## POST-WAR AND CONTEMPORARY ART

Wednesday 8 March 2017  
New Bond Street, London

**GEORG BASELITZ (B. 1938)**

*Heiße Ecke*, 1987

oil on board

122.5 x 101.5 cm. (48 1/4 x 39 15/16 in.)

£180,000 - 250,000

USD220,000 - 300,000



# Bonhams

LONDON

[bonhams.com/contemporary](http://bonhams.com/contemporary)

**GÜNTHER UECKER (B. 1930)**

*Oval*, 1958

nails on burlap laid on board mounted on panel

87 x 88.7 x 10.5 cm. (34 1/4 x 34 15/16 x 4 1/8 in.)

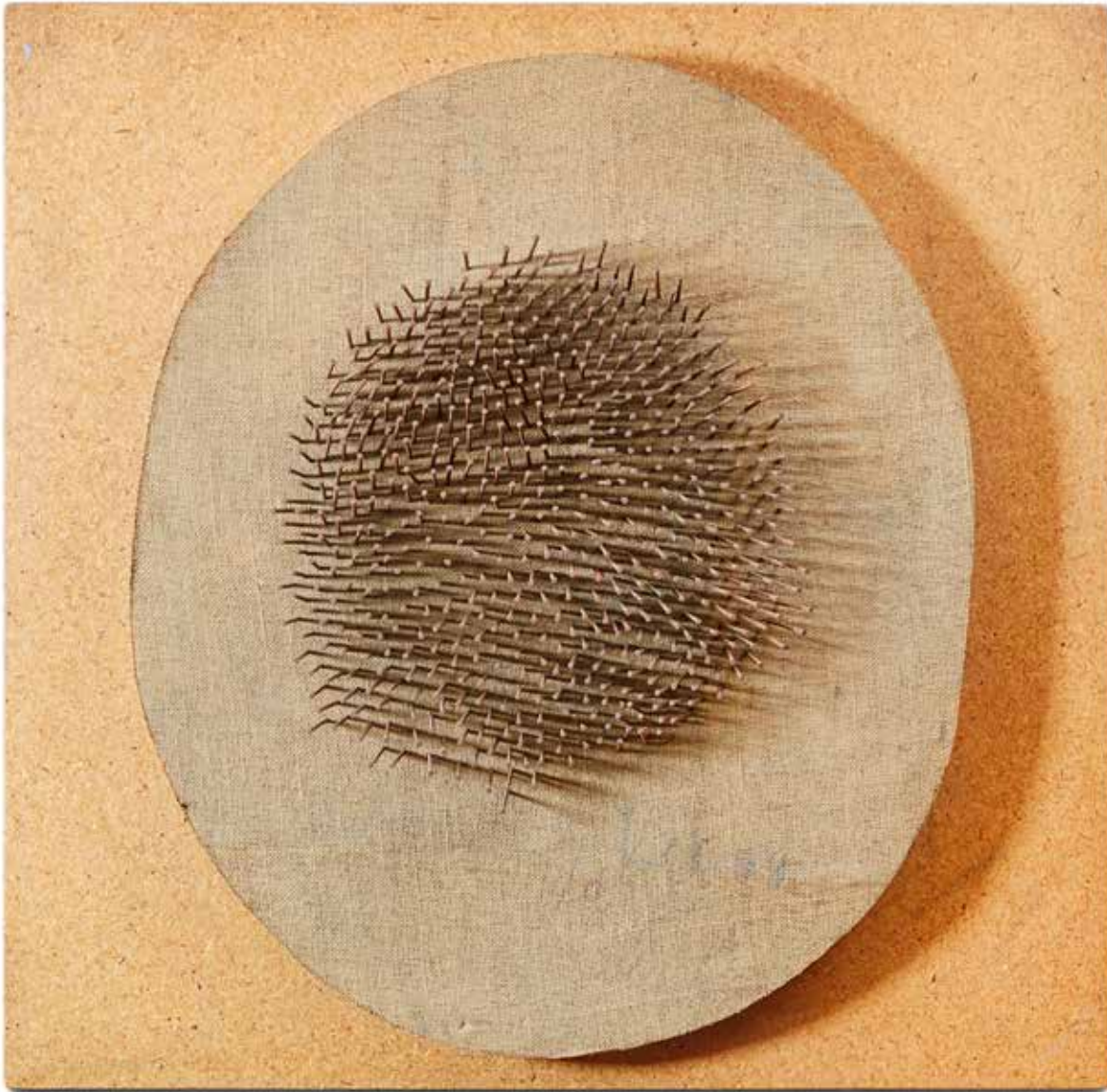
£450,000 - 650,000

USD550,000 - 800,000

**ENQUIRIES**

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# Bonhams

LONDON

[bonhams.com/contemporary](https://bonhams.com/contemporary)

## 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. *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. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to *VAT*. For this Sale the following rates of *Buyer's Premium* will be payable by *Buyers* on each lot purchased:

25% up to £100,000 of the *Hammer Price*  
20% from £100,001 to £2,000,000 of the *Hammer Price*  
12% from £2,000,001 of the *Hammer Price*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this Sale and for the opportunity to bid for the *Lot* at the Sale.

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 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. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

**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;

**Cash:** you may pay for *Lots* purchased by you at this Sale with notes, coins or travellers cheques 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, notes or travellers cheques;

**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.

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

**Credit cards:** Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

**China UnionPay (CUP) debit cards:** No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any Sale; a 2% surcharge will be made on the balance over £100,000.

## 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

Please refer all enquiries to our shipping department on:  
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: [shipping@bonhams.com](mailto:shipping@bonhams.com)

## 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-licencing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)  
Wildlife Licencing  
Floor 1, Zone 17, Temple Quay House  
2 The Square, Temple Quay  
BRISTOL BS1 6EB  
Tel: +44 (0) 117 372 8774

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

## 16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

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

## 21. PICTURES

### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

### Corks and Ullages

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

Under 15 years old – into neck or less than 4cm  
15 to 30 years old – top shoulder (ts) or up to 5cm  
Over 30 years old – high shoulder (hs) or up to 6cm

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, 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	<b>FAILURE TO PAY FOR THE LOT</b>	9	<b>THE SELLER'S LIABILITY</b>	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	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.
8.1.1	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.	10.5	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.
8.1.2	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> ,	10.6	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.
8.1.3	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> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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.	10.9	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.
8.1.6	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;	9.4	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.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i> ) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	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> .
8.1.8	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;			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.
8.1.9	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				
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.				
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.				
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	<b>MISCELLANEOUS</b>		
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		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> .		
				11	<b>GOVERNING LAW</b>
					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.

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a Lot has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the Contract for Sale of the Lot between you and the Seller is made on the fall of the *Auctioneer's* hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless *Bonhams* sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the Lot as principal) made as agent on behalf of the Seller.

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

### 3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the *Purchase Price* for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the Seller in respect of the Lot, any *Expenses* and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each Lot and secondly pro-rata to pay all amounts due to *Bonhams*.

### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the Lot by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the Lot on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the Seller or held by the *Storage Contractor* as agent on behalf of the Seller and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the Lot into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the Lot from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

### 5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the Lot before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

### 6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the Lot pass to you. However under the *Contract for Sale*, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

<p><b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the Lot;</p> <p>7.1.3 to remove, and/or store the Lot at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;</p> <p>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;</p> <p>7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;</p> <p>7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;</p> <p>7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;</p> <p>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;</p> <p>7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;</p> <p>7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.</p> <p>7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p>	<p>7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.</p> <p>7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.</p> <p><b>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b></p> <p>8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p> <p>8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or</p> <p>8.1.2 deliver the Lot to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p> <p>8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.</p> <p>8.2 The discretion referred to in paragraph 8.1:</p> <p>8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and</p> <p>8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.</p> <p><b>9 FORGERIES</b></p> <p>9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.</p> <p>9.2 Paragraph 9 applies only if:</p> <p>9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and</p> <p>9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and</p> <p>9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.</p>	<p>9.3 Paragraph 9 will not apply in respect of a Forgery if:</p> <p>9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or</p> <p>9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.</p> <p>9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.</p> <p>9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.</p> <p>9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.</p> <p>9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.</p> <p>9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.</p> <p><b>10 OUR LIABILITY</b></p> <p>10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.</p> <p>10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:</p> <p>10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or</p> <p>10.2.2 changes in atmospheric pressure; nor will we be liable for:</p> <p>10.2.3 damage to tension stringed musical instruments; or</p> <p>10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.</p>
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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](http://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](mailto: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 of Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Trust Account"** the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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## 20th Century British Art

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## Aboriginal Art

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## African, Oceanic & Pre-Columbian Art

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## American Paintings

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## Antiquities

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## Antique Arms & Armour

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## Art Collections, Estates & Valuations

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## Art Nouveau & Decorative Art & Design

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## Coins & Medals

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## Contemporary Art

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## Entertainment Memorabilia

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## European Ceramics

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## Furniture

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Andrew Jones  
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## European Sculptures & Works of Art

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## Indian, Himalayan & Southeast Asian Art

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*Dr. Frédéric Bauer on the veranda of Kirchner's  
Wildbodenhaus*, 1931-1932  
glass-plate negative  
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*Der Neustädter Markt in Dresden*, 1909-1910  
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Ernst Ludwig Kirchner (1880-1938)  
*Brief an Erich Heckel in Dangast*, 1910  
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*Street, Dresden*, 1908 (dated on painting 1907)  
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woodcut  
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oil on canvas  
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*Three Nudes*, 1911  
oil on canvas  
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*Nudes in the Sun, Moritzburg*, 1910  
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*Le Bain turc*, 1863  
oil on canvas  
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Edgar Degas (1834-1917)  
*Bather*, 1899  
pastel on paper  
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*Across the Canal*, 1900  
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*The Expulsion of the Devils from Arezzo*, 1297-1299  
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Puppies*  
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*The Transformed Dream*, 1913  
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*Villeneuve-sur-Yonne sous la neige*, 1906  
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*Soleil du Matin au Bord du Loing*, 1908  
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*La folie Almayer*, 1951  
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 oil on canvas  
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Pablo Picasso (1881-1973)  
*Deux femmes courant sur la plage (La Course)*,  
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 November 1957.  
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 tempera on poplar wood  
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*Les Grandes Baigneuses*, 1884-1887  
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Pierre-Auguste Renoir in 1898.  
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Filippo Tommaso Marinetti.  
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Enrico Prampolini (1894-1956)  
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*Blue*, 1946  
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Max Ernst in front of *Le Sénégal* in Paris, 1955.  
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Max Ernst wearing a Kachina mask, Oak Creek  
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*The Cry of the Gull (Le Cri de la Mouette)*, 1953  
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French couturier Christian Dior (1905-1957), circa  
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Edvard Munch in 1892.  
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Edvard Munch (1863-1944)  
*Eroticism on a Summer Evening*, 1891  
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Edvard Munch (1863-1944)  
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Paul Gauguin (1848-1903)  
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*Portrait of Emile Bernard in Florence*, 1893  
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*The Buckwheat Harvest*, 1888  
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Emile Bernard (1868-1941)  
*Portrait of Gauguin, Bernard et Schuffenecker*  
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Vincent Van Gogh (1853-1890)  
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 Van Gogh Museum, Amsterdam  
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Vincent Van Gogh (1853-1890)  
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Armand Guillaumin (1841-1927)  
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Armand Guillaumin (1841-1927)  
*La Baie d'Agay*, circa 1900  
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Karl Schmidt-Rottluff (1884-1976)  
*Nach dem Bade*, 1912  
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