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Impressionist & Modern Art
including The Fruit Dali Watercolours

Tuesday 18 June 2013 at 3pm
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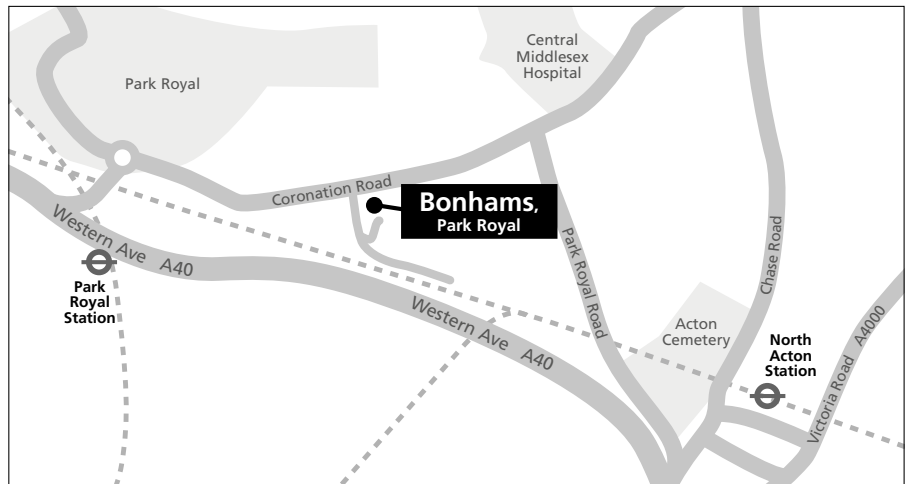
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Monsieur Ratif.

1 AR

Robert Michel (1897-1983)

Lok (Höhenflug)

signed 'R. Michel' (lower centre)

ink and watercolour on detail paper

67 x 56.4cm (26 3/8 x 22 3/16in).

Executed in 1923

£5,000 - 7,000

€5,900 - 8,300

US\$7,600 - 11,000

PROVENANCE

Barbara Mathes Gallery, New York.

B.C. Holland Gallery, Chicago, no. P87-5-12.

EXHIBITED

Hanover, Sprengel Museum Hanover, and elsewhere, *Robert Michel 1897-1983, Collagen, Malerei, Aquarelle, Zeichnungen, Druckgraphik, Reklame, Typographie, Entwürfe*, 11 December 1988 - 6 June 1989, no. 67.

LITERATURE

N. Nobis, *Robert Michel 1897-1983*, Hanover, 1988, p. 80 (illustrated p. 81).

As a young man fascinated by modern technology, Robert Michel had first planned to become an engineer. These plans were however disrupted by the outbreak of the First World War, and instead he joined up to become a pilot in the air force. In 1917 Michel crashed his plane during a trial flight near Gotha in Thuringia, a traumatic experience which proved to be a pivotal event that was to spark the beginning of his artistic creativity and to inform his work for the rest of his life.

Dominated by two upturned steam locomotives and framed above and below by 1920s aircraft, *Lok (Höhenflug)* [Flying high] references both aeronautical and railway engineering. The machines themselves are delineated with the technical precision that typifies Michel's work, and yet the composition as a whole teeters on the edge of abstraction as the artist plays imaginatively with layering and placement.

At first sight, with its geometric schema of dynamic lines and concentric circles, *Lok (Höhenflug)* is reminiscent of an architectural plan or engineering blue print. At the end of the war Michel became an architect, and just prior to the execution of this work founded the *Circle of Designers* with Kurt Schwitters. After 1922 he also began to use detail paper, a very fine support traditionally favoured by draftsmen for its translucent qualities. Through the use of this material, which he sprayed with colour and lacquers in various coats, Michel was able to achieve a spatial and tonal layering which is often mimicked within the composition of the work itself.

Playing with the effects of trompe l'oeil in *Lok (Höhenflug)*, Michel creates the illusion of overlapping three-dimensional metal plates screwed into the planar surface. The work takes on a collage-like appearance, further underlined by the addition of numbers and text which punctuate the picture space. Slipping between representation and abstraction, the real and the painted object, *Lok (Höhenflug)* characterises the creative aim expressed throughout Michel's oeuvre, namely to blur the boundaries between art and technology.



2

Auguste Rodin (1840-1917)

Le baiser, 4ème réduction ou petit modèle

signed 'Rodin' (on the right side of the base); inscribed with foundry mark 'F. BARBEDIENNE. Fondateur' (on the left side of the base), and workshop assistant stamps 'S' (twice) and 'VL' (to the interior)

bronze with brown patina

25.2cm (9 15/16in). (height)

Conceived in 1886 (and in this reduced size in 1898), this bronze version cast between 1905 and 1910

£100,000 - 150,000

€120,000 - 180,000

US\$150,000 - 230,000

This work will be included in the forthcoming Auguste Rodin *catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame et Lorenceau under the direction of Jérôme Le Blay, under archive number 2013-4111B.

PROVENANCE

Private collection, Poland (circa 1930).

Thence by descent to the present owner.

SELECTED LITERATURE

R.M. Rilke, *Auguste Rodin*, London, 1917 (another cast illustrated pl. 6).

G. Grappe, *Catalogue du Musée Rodin*, Paris, 1927, nos. 91-92, p. 47 (plaster version illustrated no. 91).

G. Grappe, *Catalogue du Musée Rodin*, Paris, 1944, no. 71 (marble version illustrated).

G. Grappe, *Le Musée Rodin*, Paris, 1947 (marble version illustrated).

C. Goldscheider, *Rodin, sa vie, son oeuvre, son héritage*, Paris, 1962 (marble version illustrated p. 49).

A.E. Elsen, *Rodin*, exh. cat., The Museum of Modern Art, New York, 1963, (larger bronze version illustrated p. 63).

B. Champigneulle, *Rodin*, London, 1967, nos. 78-79 (marble version illustrated pp. 162-163).

R. Descharnes & J.-F. Chabrun, *Auguste Rodin*, Lausanne, 1967 (marble version illustrated p. 131).

I. Jianou and C. Goldscheider, *Rodin*, Paris, 1967 (marble version illustrated pls. 54-55).

L. Goldscheider, *Rodin Sculptures*, London, 1970, no. 49 (marble version illustrated p. 121).

J.L. Tancock, *The Sculpture of Auguste Rodin*, Philadelphia, 1976 (marble version illustrated p. 77).

J. de Caso and P.B. Sanders, *Rodin Sculpture*, exh. cat., The Fine Arts Museum of San Francisco, 1977 (another cast illustrated pp. 148 & 150).

A.E. Elsen, *In Rodin's Studio, A Photographic Record of Sculpture in the Making*, Ithaca, 1980 (marble version illustrated on the cover).

H. Pinet, *Rodin, sculpteur et les photographes de son temps*, Paris, 1985, no. 34 (marble version illustrated p. 46).

N. Barbier, *Marbres de Rodin: Collection du Musée Rodin*, Paris, 1987, no. 79 (marble version illustrated p. 185).

F.V. Grunfeld, *Rodin, A Biography*, New York, 1987, pp. 187-190, 221-222, 260, 262, 275-276, 281-282, 342, 373-374, 400, 457 and 577.

P. Kjellberg, *Les bronzes du XIXe siècle*, Paris, 1987 (another cast illustrated p. 585).

D. Finn and M. Busco, *Rodin and his Contemporaries: The Iris & B. Gerald Cantor Collection*, New York, 1991 (another cast illustrated pp. 60-61).

A.E. Elsen, *Rodin's Art, The Rodin Collection of Iris & B. Gerald Cantor Center for the Visual Arts at Stanford University*, New York, 2003, no. 49 (another cast illustrated pp. 214-215).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, vol. I, Paris, 2007, (another cast illustrated p. 161).

*In this group waves flow through the bodies, a shuddering
ripple, a thrill of strength and a presaging beauty.
It is like a sun which rises and floods all with light.*

(R.M. Rilke, *Rodin*, London, 1946, p. 25).





(fig. 1) Jean Auguste Dominique Ingres, *Francesca da Rimini and Paolo Malatesta*, 1819

Le Baiser can truly be called an iconic sculpture. The spiralling composition of nude figures caught entwined in a moment of tender passion resonates with something at the very heart of romantic human experience. It is this universal appeal which has undoubtedly contributed to its enduring popularity.

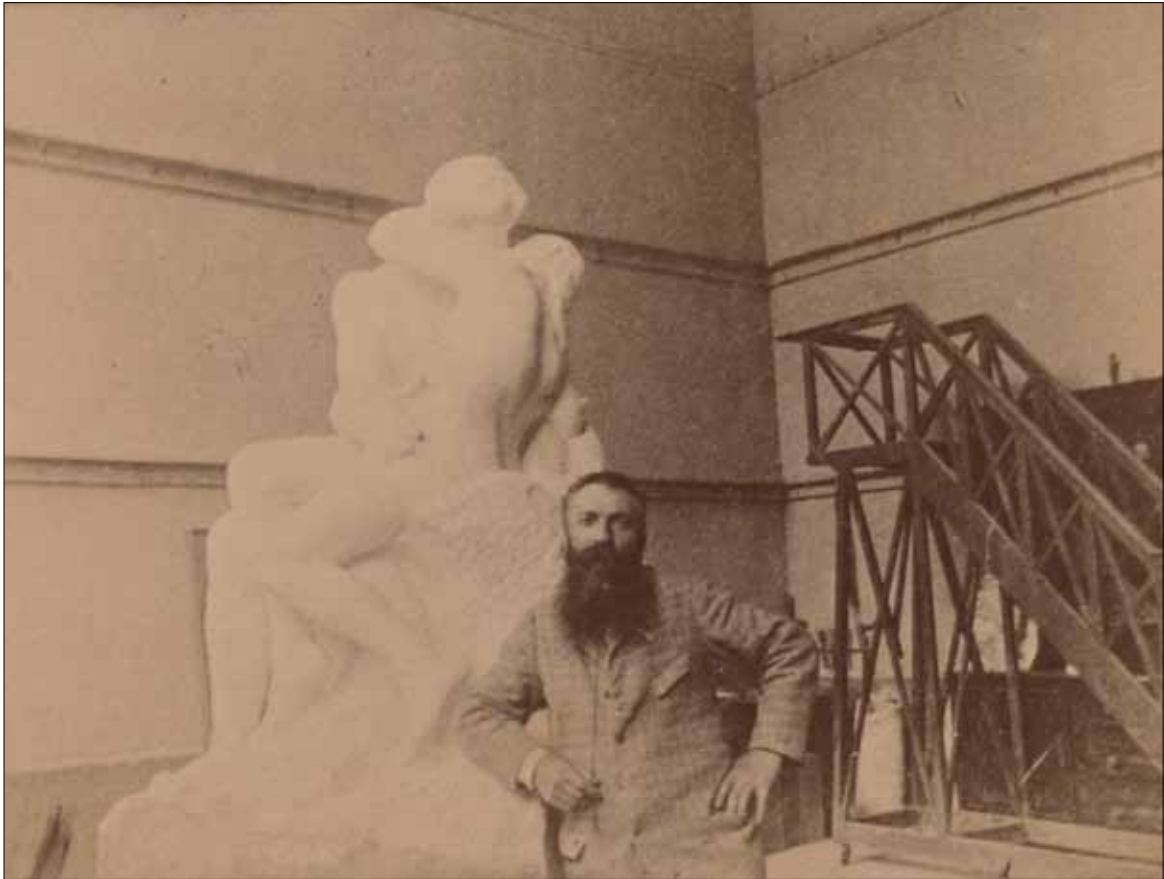
The model first appears in the third terracotta maquette for *La Porte de l'Enfer* commissioned by the French State in 1880 for the proposed Museum of Decorative Arts in Paris. In the increasingly convoluted composition Rodin drew inspiration from Dante's *Inferno*, and for *Le Baiser* specifically on the tragic fate of Paolo and Francesca, the two wretched lovers who Dante meets in the second circle of Hell.

The tale of Paolo and Francesca warned against the perils of illicit love and was a popular theme in 19th century art. The story is drawn from the history of medieval Italy: Francesca da Rimini and Gianciotto Malatesta were married in around 1275 in a political union designed to end hostilities between their two families. During an absence from the city Gianciotto sent for his handsome younger brother Paolo to guard his wife. In the course of their companionship, Paolo and Francesca fell deeply in love.

The moment of the kiss comes as the lovers read the Legend of Guinevere and Sir Lancelot. In Dante's version Paolo initiates the fateful kiss. The book drops from his hand and just at the moment their lips touch, Gianciotti returns unexpectedly. Enraged at their double infidelity Gianciotti kills them both, and from that moment the lovers are condemned to spend eternity locked in their adulterous embrace, driven by the winds of hell.

This forbidden love and the ensuing eternal damnation was one of Rodin's favourite themes, as it had been for many other artists particularly during the Romantic era. Ingres drew inspiration from the tale in his painting *Francesca da Rimini and Paolo Malatesta*, 1819 (fig. 1). In his version he faithfully recreates the scene as described by Dante. The figures are clothed in 14th century dress and Francesca's turned head and apparent coyness are in keeping with contemporary expectations of female decorum.

Rodin's sculpture, meanwhile, eliminates the constraints of time and place. His naked couple bear no visible references to anchor them to their characters. In 1887 when Rodin first exhibited a plaster version of the free-standing sculpture, then entitled *Francesca da Rimini*, in Brussels, a contemporary critic declared 'Can anyone tell me what Francesca, be she *da Rimini* has to do with this?' (Solvay [27 Sept 1887] quoted in A. Le Normand-Romain, *Le Baiser, The Kiss*, Paris, 1995, p. 9). Indeed, it was due to the suggestions of critics after this exhibition and another in 1887 that Rodin was persuaded to use the generic title of *Le Baiser* for the work.



(fig. 2) Auguste Rodin in his studio at 117 Boulevard de Vaugirard leaning on *Le Baiser*, circa 1888-1889

In a departure from previous portrayals, Rodin also invests his figures with assertiveness and vigour. Francesca here drapes her arm possessively around her lover's neck, even stretching her leg over the slightly hesitant Paolo. Further, the light dancing over the undulating contours of their bodies appears to infuse them with a shimmering vitality.

In 1903 Rainer Maria Rilke noted that, 'the spell of the great group of the girl and man named *The Kiss* lies in understanding distribution of life. In this group waves flow through the bodies, a shuddering ripple, a thrill of strength and a presaging beauty. This is the reason why one beholds everywhere on these bodies the ecstasy of this kiss. It is like a sun which rises and floods all with light.' (R.M. Rilke, *Rodin*, London, 1946, p. 25).

After the great success of the large marble version of *Le Baiser* at the 1889 Salon de la Société nationale de Beaux-Arts, Paris, there was an early demand for bronze versions. Rodin had only begun casting his work on a smaller scale at the request of friends and collectors a few years earlier. He decided to create four reductions of the *Le Baiser* in 1898 and on the 6th of July signed a contract with the Leblanc-Barbedienne foundry authorising the editions. This 25cm high cast, although fourth in size, is one of the first two reductions of the model and is taken from the 1898 version. Two further reductions of 40cm and 61cm were added in 1901 and 1904. The interior structure, inscriptions and stamps correspond to the editions made by Barbedienne and the stamps to its interior allow us to date this cast to 1905-1910, during the lifetime of the sculptor.







3

Edouard Vuillard (1868-1940)

Le shako plumé de Lili Lamy

stamped with signature 'E. Vuillard' (lower right)

oil on artists' board

40.2 x 32.5cm (15 13/16 x 12 13/16in).

Painted in 1915-1916

£15,000 - 20,000

€18,000 - 24,000

US\$23,000 - 30,000

LITERATURE

A. Salomon and G. Cogeval, *Vuillard, The Inexhaustable Glance, Critical catalogue of paintings and pastels*, vol. III, Paris, 2003, no. X-71 (illustrated p. 1213).

Painted in 1915-1916, *Le shako plumé de Lili Lamy* presents the viewer with a mysterious figure dressed in black. Her hat is adorned with an enormous black osprey feather and although seated in profile, she turns to us with what has been described as a 'defiant expression.' (A. Salomon and G. Cogeval, *op. cit.*, p. 1213).

Although named as Lili Lamy, little is known of Vuillard's model. The artist completed a handful of portraits of her in 1915 and 1916, a couple of which share the formality of the present work, while two subsequent portraits show her in more unguarded moments, removing her hat and combing out her hair. Vuillard records Lamy modelling for him in his journal for the 11th and 17th of December 1915, but she does not appear again.

The large plume of Lamy's hat adds a delicate and feminine touch to her otherwise severe outfit, a detail which the artist may have been particularly attuned to, having grown up surrounded by seamstresses in his mother's dressmaking studio. Based on the Rive Droite in Paris, his mother started her dressmaking business to provide for her children following the death of her husband when Vuillard was just eleven years old. The artist remained close to his mother throughout his life, living with her as a bachelor until her death in 1928 and painting many portraits of her.

Despite famously pronouncing 'I don't paint portraits, I paint people in their homes', Vuillard turned increasingly to portraiture from the turn of the century (the artist quoted in G. Cogeval, *et al.*, *Edouard Vuillard*, exh. cat., National Gallery of Art, Washington, D.C., 2003, p. 356). Rather than his oft depicted mother and sister however, here we are presented with an unfamiliar figure in an uncertain setting. By comparison with her other portraits it appears that Lili Lamy is depicted in the artist's studio, waiting for her sitting. Only her face is painted in any detail however, while the background itself is harder to define.

Vuillard uses lively brushstrokes across the canvas to unite the sitter with her setting, creating a completeness of composition reminiscent of his early association with the Nabis in the late 19th century. Despite returning to a more conservative style and muted palette, Vuillard reveals their influence in *Le shako plumé de Lili Lamy* through his treatment of the surface of the picture essentially as a pattern, giving equal importance to Lili and her surroundings.

This was a technique which the artist would continue to propound in his later career. In a letter to Marcel Guérin in 1930 and in a later note to Maurice Denis in 1932, Vuillard recommends Edmond Duranty's essay 'La Nouvelle Peinture' from 1876, which exhorts artists to 'no longer separate the figure from the background of the apartment or of the street. The figure would never appear to us, in real life, against a neutral [...] background. But around and behind it there is furniture, mantelpieces, wall hangings, a backdrop' (*op. cit.*, p. 357).



4

Armand Guillaumin (1841-1927)

Côte de l'Estérel

signed 'Guillaumin' (lower right)

oil on canvas

65 x 81cm (25 9/16 x 31 7/8in).

Painted *circa* 1905

£35,000 - 45,000

€41,000 - 53,000

US\$53,000 - 69,000

PROVENANCE

Galerie Felix Vercel, New York.

Galerie Romanet, Paris.

Mrs Jacques Guggenheim (acquired from the above in 1962);

Christie's, London, 4 December 1984, lot 439.

LITERATURE

G. Serret and D. Fabiani, *Armand Guillaumin 1841-1927*,

Catalogue raisonné de l'oeuvre peint, Paris, 1971, no. 663 (illustrated).



5

Henri Le Sidaner (1862-1939)

Petite place. Soleil couchant

signed 'Le Sidaner' (lower left)

oil on canvas

46.3 x 61.5cm (18 1/4 x 24 3/16in).

Painted in Gravelines in 1902

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

PROVENANCE

Galleries Maurice Sternberg, Chicago.

Anon. sale, Christie's, New York, 9 October 1986, lot 24.

LITERATURE

Y. Farinaux-Le Sidaner, *Le Sidaner, L'oeuvre peint et gravé*, Milan, 1989,
p. 84, no. 134 (illustrated).



6

Henri Lebasque (1865-1937)

Après-Midi à Fréjus

signed 'Lebasque' (lower right)

oil on canvas

54 x 65cm (21 1/4 x 25 9/16in).

£80,000 - 120,000

€95,000 - 140,000

US\$120,000 - 180,000

PROVENANCE

Galerie Leymarie, Paris.

LITERATURE

D. Bazetoux, *Henri Lebasque, Catalogue raisonné*, vol. I, Paris, 2008, p. 332, no. 1380 (illustrated).

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

This work is also sold with a photo-certificate of authenticity from Madame Denise Bazetoux dated *le 30 juin 1995*.

Taking the verdant southern French landscape and an elegantly arranged group of figures as his subject, Henri Lebasque presents us with a typically Impressionist composition, bathed in light and composed of bold brushwork. Lebasque's characteristic air of tranquillity is omnipresent in *Après-Midi à Fréjus*. A typically intimate composition, this work is also an example of his lifelong focus on quiet scenes of family life.

Here, a group of girls sit on a hilltop overlooking a sunny valley to the mountains beyond. They avoid our gaze, focussing instead on individual tasks with an air of careful industry. The stillness of the composition is typical of Lebasque's oeuvre: 'There is a sense of calm infused in [his] paintings which celebrates the richness and fullness of life [in] his placid scenes of gardens and beaches, terraces and dinner tables' (L.A. Banner and P.M. Fairbanks, *Lebasque 1865-1937*, San Francisco, 1986, p. 12).

The present composition was painted at Fréjus, a coastal town on the French Riviera, south west of Le Cannet. Having seldom travelled in his early life, Lebasque first visited the region in 1906 at the invitation of his friend and fellow artist Henri Manguin, and after spending an increasing amount of time in the south, moved his family permanently to Le Cannet in 1924.

The artist is renowned for his fascination with the portrayal of women in landscapes, often depicting his wife and children, but as so often in his compositions, the faces of the girls in *Après-Midi à Fréjus* are blurred and anonymous. No individual features can be discerned, and their heads are lowered, further masking their faces. Along with an increasing tendency to idealise his figures, Lebasque adopted this technique more commonly after 1917, following his employment as an official war artist during the First World War. This omission of individual features paradoxically enables the viewer to identify more closely with the sitter.

In the present work, our eye is drawn quickly beyond the girls seated in the foreground to the sunlit valley and the mountain ridge beyond. Lebasque folds his figures into nature, creating a harmonious whole. His daughter Marthe, who often modelled for her father, explained that 'when people are included in a landscape they form part of the atmosphere and the surroundings that he sought before all else to recreate. The expression of the faces then has less importance' (quoted in *op. cit.*, p. 113).

Formed of contrasting flat strokes of colour and arabesque outlines, Lebasque's style may have been partly influenced by his early work as a journeyman painter. Whilst an apprentice to Léon Bonnat in Paris, Lebasque was forced to supplement his small income by painting the religious statues in the church of Saint-Sulpice, applying paint in flat dabs of pure colour. This, according to Lisa A. Banner, 'contributed to the refinement of his style, encouraging a lyrical ornamental flatness and easy brush strokes... These aspects, and a characteristic sensitivity to light, began to shape Lebasque's personal style of painting' (*op. cit.*, p. 14).

This technique, along with a sense of an all-over composition and a concentration on domestic subjects, may have also been influenced by Lebasque's friendship with his Nabi contemporaries. As a young artist in Paris he learned of Seurat's colour theories through Signac, whose stress on the use of complementary colours can be seen in Lebasque's delicate interplay of cool lilacs, mauves and blues against the warmer yellows and hints of orange in *Après-Midi à Fréjus*.

The influence of his Fauve acquaintances has also been read in Lebasque's deft use of colour, but his more subtle palette, intimate scenes and delicate observation of light allows the present work to stand as an example of Lebasque's own unique style.





7 AR

Maurice Utrillo (1883-1955)

Les chapeaux de Lucie Valore

signed and dated 'Maurice Utrillo, V, / mars 1942' (lower right)

oil on canvas

22 x 27.2cm (8 11/16 x 10 11/16in).

Painted in March 1942

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE

Lucie Valore, Paris.

Jean Adrien Albouy, Paris (a gift from the above).

EXHIBITED

Munich, Haus der Kunst, *Maurice Utrillo V., Suzanne Valadon*, 15 June - 11 September 1960, no. 103.

The authenticity of this work has kindly been confirmed by Monsieur Jean Fabris and Monsieur Gilbert Pétridès.

This work was painted seven years after Utrillo's marriage to Lucie Valore, whose hats it depicts. Utrillo had first met Valore in Paris in 1920, when she was still married to Robert Pauwels, a Belgian industrialist and collector of the artist's work. An apparently domineering figure, Valore was left with crippling debts after Pauwels' death in 1933, and although her subsequent interest in the celibate artist was viewed sceptically by many, the union was encouraged by Suzanne Valadon, Utrillo's concerned mother, whose health was declining.

Les chapeaux de Lucie Valore is painted in vivid colours in a decisive move away from Utrillo's pale early palette, which resulted in the years 1909-1914 being labelled his 'periode blanche'. Executed with markedly brighter pigments and looser brushstrokes, Valore's hats are simplified in form and delineated with strong black contours, betraying the earlier influence of Cézanne in Utrillo's use of solid forms.

The work was given by Valore to her hat maker Jean Adrien Albouy, and clearly reflects her love of fashion. As Peter de Polnay rather pointedly observed, 'Valore was always overdressed; and her overbearing ways were bound to impress the man from whom most women fled. For Utrillo, she was elegance and worldliness personified.' (P. de Polnay, *The World of Maurice Utrillo*, London, 1967, p. 166).



8 * AR

Lucien Adrion (1889-1953)

La plage à Deauville

signed, dated and inscribed 'Adrion/ 8.8.28/ DEAUVILLE' (lower right)

oil on canvas

50.6 x 60.9cm (19 15/16 x 24in).

Painted on 8 August 1928

£15,000 - 20,000

€18,000 - 24,000

US\$23,000 - 30,000

PROVENANCE

Dominion Gallery, Montreal, no. A1774.

Private collection, Toronto (acquired from the above on 20 November 1957).

EXHIBITED

Montreal, Dominion Gallery, *Paintings by French Artists*, 8 November - 1 December 1956, no. 9.

9 AR

Gabriele Münter (1877-1962)

Zinnien und weiße Rose

signed 'Münter' (lower right); signed, dated and numbered 'G Münter 1935 8/35' (on the reverse)

oil on artists' board

33 x 40.8cm (13 x 16 1/16in).

Painted in 1935

£30,000 - 50,000

€36,000 - 59,000

US\$46,000 - 76,000

PROVENANCE

Acquired by the grandfather of the present owner, Wessobrunn, Bavaria.

The authenticity of this work has kindly been confirmed by Dr. Isabelle Jansen of the Gabriele Münter- und Johannes Eichner-Stiftung, and is registered in the archives.

Zinnien und weiße Rose stands as a mature example of Münter's continual exploration of the still life, a central motif in her oeuvre. Executed in a slightly calmer palette than the more fiery tones of her earlier compositions, the present work retains Münter's characteristic broad fields of vivid colours contained by strong outlines. The brushstrokes are bold, forming the flowers and leaves with an economy of means, whilst the vase is built of curving strokes which lead the eye upward into the blooms. The quiet background envelops itself around the still life, allowing nothing to detract from the subject of the work. An apparently everyday and traditionally feminine subject is thus imbued with an air of monumentality.

Münter's reduction of forms to their simplest nature can be traced to influences in her earlier artistic career. Having begun a relationship with Kandinsky, her tutor at the Phalanx art school in Munich and a married man, the couple travelled extensively through Europe and North Africa before settling back in Germany in 1908. Having met artists such as Rousseau and Matisse in France, Münter's circle of friends in Munich would also include Klee, Marc and Jawlensky. Their stylistic influences can undoubtedly be read in her bold compositions, and after becoming a member of Der Blaue Reiter in 1911, a progressive reduction of form can also be seen.

However, Münter differentiated herself from her contemporaries in her continuing depiction of still lifes, landscapes and portraits. While admiring Kandinsky's move towards Abstraction, she retained a figurative style which while rooted in the everyday was also elevated.

Painted in 1935, *Zinnien und weiße Rose* was painted just two years before Münter was denounced as a Degenerate artist by the Nazis, and coincides with her move to the quiet town of Murnau. The young artist first lived there with Kandinsky, but the relationship had ended following the outbreak of the First World War and his return to Russia. Münter moved to Copenhagen in 1917 and travelled through Germany in the 1920s before returning to her country house at Murnau in Bavaria in 1931. She led a relatively secluded life but painted prolifically, with the canvases of the 1930s later recognised as some of her most balanced and harmonious works.



10 AR

Pablo Picasso (Spanish, 1881-1973)

Portrait de Dora Maar de profil

dated '18 novembre XXXVI' (lower centre)

pen and black ink on blue paper

22.9 x 26.9cm (9 x 10 9/16in).

Executed on 18 November 1936

£100,000 - 150,000

€120,000 - 180,000

US\$150,000 - 230,000

PROVENANCE

A gift from Picasso to Dora Maar.

Estate of Dora Maar, with associated estate stamp 'DM/ 1998'; Piasa, *Les Picasso de Dora Maar*, Paris, 28 October 1998, lot 39.

Acquired at the above sale by the present owner.

LITERATURE

C. Zervos, *Pablo Picasso*, vol. VIII, Paris, 1963, no. 290 (illustrated p. 137).

The Picasso Project, ed., *Picasso's Paintings, Watercolors, Drawings and Sculpture: Surrealism 1930-1936*, San Francisco, 1997, p. 296, no. 36-087 (illustrated).





Picasso's portraits of Dora Maar (1907-1997) document one of the most extraordinary artistic relationships of the 20th century. Coinciding almost exactly with the dark years from the beginning of the Spanish Civil War to the Liberation of Paris, they move from the tender early drawings, such as *Portrait de Dora Maar de profil*, often showing Dora was distracted or deep in thought, through to the violent strength of the *Weeping Women* series which grew from the creation of *Guernica*. All are as much insightful psychological portraits of the relationship between the two artists as they are of Dora herself.

Picasso and Dora Maar met in the winter of 1935-36, although like much else about the relationship myths have grown up around the exact details. It seems most likely that they were introduced by a mutual friend, the poet Paul Eluard, at *Les Deux Magots* in Paris. Picasso greeted her in French, and she replied in Spanish, immediately asserting her connection to his native land. The first step had been taken. Picasso must certainly have known her by sight since she had been prominent as a photographer and muse in Surrealist circles since at least 1934, but this meeting, perhaps stage managed by Dora herself, appears to have been their first contact. Next comes the famous encounter recounted by Françoise Gilot, the lover who supplanted Dora:

'Picasso told me that one of the first times he saw Dora she was sitting in *Les Deux Magots*. She was wearing black gloves with little pink flowers appliquéd on them. She took off the gloves and picked up a long, pointed knife, which she began to drive into the table between her outstretched fingers to see how close she could come to each finger without actually cutting herself. From time to time she missed by a tiny fraction of an inch and before she stopped playing with the knife, her hand was covered in blood. He was fascinated ... He asked Dora to give him her gloves and kept them in a vitrine with other mementoes' (F. Gilot with C. Lake, *Life with Picasso*, London, 1965, pp. 85-86).

This tangible sense of *Duende*, the essentially untranslatable Andalusian concept of heightened emotion and fatalism, with a touch of the diabolical, as defined by Lorca in the 1930s, must have been powerfully attractive to Picasso. Dora had been born in France but spent most of her early life in Argentina, where her father practised as an architect, and so spoke fluent Spanish. She returned to Paris in 1927 and trained as both a photographer and painter. By 1936, her Surrealist photographs had become defining images of the movement, notably the *Portrait of Ubu*, a mysterious creature (later revealed to have been an armadillo foetus) representing Alfred Jarry's antihero, and the collage *29, rue d'Astorg*, both of that year.

At the time of their meeting, Dora was 29 and Picasso was 54. He was still in the process of separating from Olga, his first wife, and Marie-Thérèse Walter, his mistress since 1927, had borne him a daughter, Maya, the previous September. His portraits of Marie-Thérèse often present the opulent blonde as a passive young girl, sleeping or crowned with a circlet of flowers. They are strikingly different from the intense portraits he was to make of Dora as a muse and ally.

James Lord, who met the couple in Paris in 1944, gives a striking description of Dora: 'Her gaze possessed remarkable radiance but could also be very hard. I observed that she was beautiful, with a strong straight nose, perfect scarlet lips, the chin firm, the jaw a trifle heavy and the more forceful for being so, rich chestnut hair drawn smoothly back, and eyelashes like the furred antennae of moths.' (J. Lord, *Picasso and Dora, a memoir*, London, 1993, p. 31).



(fig. 2) Dora Maar, Picasso painting *Guernica*, May - June 1937

Although echoes can be discerned earlier in the year, Picasso's first overt portraits of Dora appear in August 1936, when they were together at Mougins above Cannes on the Riviera with a group including Paul and Nusch Eluard, Roland Penrose and Man Ray. The last portrait of Marie-Thérèse that year is dated 28 July. Then, in a drawing dated 1 August, Dora appears, standing at the door of the studio, wearing a scarf, calmly observing the enthroned central figure of the artist as a classical god crowned with laurels (C. Zervos, *op. cit.*, no. 295). For the rest of the year Picasso's work is filled with Dora: she appears 30 times from August to December, an obsessive portrait-taking that must reflect the intensity of the relationship.

The outside world could not be held at bay, however. Franco's failed coup of 17 and 18 July 1936 precipitated the Spanish Civil War, and Picasso was symbolically named honorary Director of the Prado by the Republican government. Dora's Spanish background clearly drew her into Picasso's reaction to this crisis. He encouraged her to grow her hair long, and as in the present work wear it plaited in the Andalusian style, paired with a ruff collar which echoes traditional Andalusian costume.

This association deepened in May and June 1937, when Dora was on hand during the painting of *Guernica*, Picasso's anti-war masterpiece, in which she appears in the guise of the weeping woman. Dora had found Picasso the studio in the rue des Grands Augustins in which it was painted, and her photographs of the evolution of the composition, the only record he allowed to be made, had a demonstrable effect on his creative process (fig. 2).

As John Richardson has noted, a new lover precipitated a sea change in Picasso's work, in this case from the overtly sexual images of Marie-Thérèse to the psychological intensity and wide-eyed intellectual engagement with Dora, as an artistic ally, as seen in *Portrait de Dora Maar de profil* (J. Richardson, *A Life of Picasso*, vol. I, London, 1991, p. 5). The evolution from these tender intimate drawings to the harsh and dramatic images of the later years documents the effects of the war and life in Paris under occupation. Dora became an embodiment of the anxiety and uncertainty of the times.

Coupled with this was Picasso's own voracious character, as John Richardson noted, lovers were 'incinerated in the furnace of Picasso's psyche' (interview with Peter Conrad, *The Observer*, London, 8 February 2009). By 1944 the relationship had faltered, and Picasso had already met Françoise Gilot. Although Dora never quite became a recluse, this brutal desertion precipitated a breakdown. For the remainder of her long life she tended the flame of their artistic relationship and remained surrounded by the drawings, pictures and sculptures that Picasso had given her. These were dispersed in the legendary estate sale in Paris in 1998 at which *Portrait de Dora Maar de profil* was acquired by the present owner.

Her attitude to the portraits was, however, always ambivalent, as she told James Lord in the 1950s, 'They're all Picassos, not one is Dora Maar ... Do you think I care? Does Madame Cézanne care? Does Saskia Rembrandt care?' (quoted in J. Lord, *op. cit.*, p. 123).

11 AR

Moïse Kisling (1891-1953)

Jeune fille rousse

signed 'Kisling' (upper left); inscribed and dated 'Paris/ 1937' (upper right)

oil on canvas

50 x 41cm (19 11/16 x 16 1/8in).

Painted in 1937

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

PROVENANCE

Theodore Block, Richmond (a gift from the artist).

Thence by descent to the present owner.

LITERATURE

J. Kisling and J. Dutourd, *Kisling 1891-1953*, vol. III, Landshut, 1995, no. 177 (illustrated p. 162).

Moïse Kisling rejected the notion that he was influenced by other artists or movements, insisting that he created instead 'truly personal works for which I am truly responsible' (the artist quoted in J. Kessel, *Kisling*, Turin, 1971, p. 36). Despite this, he did allow that 'Derain's paintings used to attract me at length' (*op. cit.*, p. 36) and it is tempting to read this artist's influence in Kisling's monumental presentation of women, along with that of Chagall in the slightly ethereal air of his figures and Modigliani in his sensuous outlines. Kisling met the latter in Paris in the years leading up to the First World War and struck up a close friendship, sharing a studio with him. Both artists shared a particular interest in capturing the female form with clear, elegant contours, as illustrated in *Jeune fille rousse*.

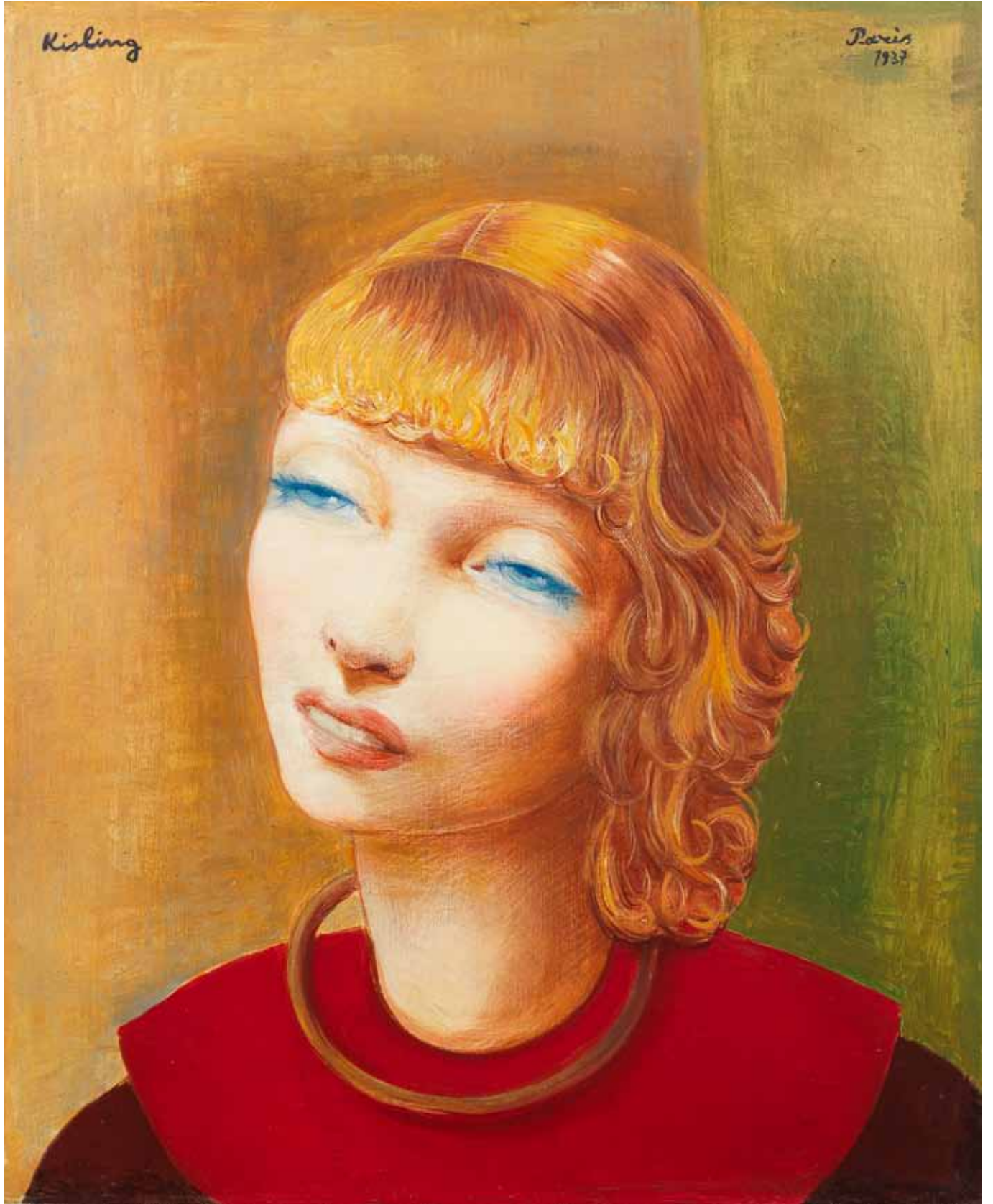
The unidentified sitter has the exaggerated large almond-shaped eyes common to many of Kisling's female portraits. Her pale porcelain skin and vivid blue eyes shine out against the rich red of her dress and the artist's typical background of gradated vibrant colour. The curls of her hair and curves of her cheeks and lips are echoed by the perfect circle of the necklace which hovers above her elegant neck.

Known as a painter of women, Kisling presents us here with a slightly mysterious and seductive figure – the girl's head dips to one side, her lips part and her hooded eyes avoid the viewer's gaze, looking to one side. Reviewing an exhibition of the artist's work at the Gertrude Stein Gallery in 1937, the year in which the present work was painted, Louis Chéronnet described the pull of Kisling's female portraiture:

'He is a sensual materialist with a taste for magnificence [...] Voluptuousness of line and colour! All of Kisling's forms are characteristically elongated and tend toward the arabesque. Upon what seems to be an inalterable base the colours are displayed, raw, iridescent, and unctuous' (*op. cit.*, p. 43).

Kisling

Paris
1937





12 AR

André Derain (1880-1954)

Portrait de femme

oil on canvas

47 x 39cm (18 1/2 x 15 3/8in).

Painted circa 1934-1939

£7,000 - 10,000

€8,300 - 12,000

US\$11,000 - 15,000

PROVENANCE

Lynn Family Trust; Sotheby's, New York, 14 June 1995, lot 59.

Anon. sale, Phillips, London, 13 November 2001, lot 4.

Acquired at the above sale by the present owner.

This work is sold with a photo-certificate of authenticity from Monsieur Michel Kellerman dated, *Paris le 25 mai 2001*.



13 AR

Henri Matisse (1869-1954)

Tête de femme

signed 'H.M.' (lower left)

wax conté crayon on paper

27.2 x 21.3cm (10 11/16 x 8 3/8in).

Executed in 1952

£4,000 - 6,000

€4,700 - 7,100

US\$6,100 - 9,100

The authenticity of this work was kindly confirmed by Madame Wanda de Guebriant in 1994.

PROVENANCE

Galerie Berggruen et Cie., Paris.

Acquired from the above by the family of the present owner, 1954.

EXHIBITED

Paris, Berggruen et Cie., *Henri Matisse, Papiers Découpés*, 27 February - 28 March 1953.

14 AR

Zoran Antonio Music (1909-2005)

Cavallini

signed, inscribed and dated 'MUSIC/ Cavallini 1950' (lower centre);
signed again, inscribed and dated 'MUSIC/ Cavallini/ olio 1950' (on the reverse)

oil on canvas

33.7 x 41.7cm (13 1/4 x 16 7/16in).

Painted in 1950

£18,000 - 25,000

€21,000 - 30,000

US\$27,000 - 38,000

The authenticity of this work has kindly been confirmed by Signora Ida Cadorin Barbariga Music, Venice, and is registered in the Music Archives under the number 010/2008.

'These horses soundlessly moving against the dry brown hills have crisscrossed the walls of prehistoric caves. They are the horses of the beginning of recorded time [...] Older still, pre-existing all human recollection, is the landscape, reduced by age to a skeleton of stone. Its great endurance has made it the hero of Music's art, the theme to which he always returns' (M. Peppiatt, *Music*, exh. cat., 12 Duke Street Gallery, London, 1980, n.p.).

The present work exemplifies Music's preoccupation with the landscape of his youth and in its very timelessness relates to the artist's personal experience of the Second World War.

Music was born in Gorizia in the north-east frontier of Italy, at the time in Austrian territory and now part of Slovenia. He studied at the Academy of Fine Arts in Zagreb, and on graduation travelled to Spain until forced to flee at the outbreak of the Civil War in 1936. He returned to the Dalmatian coast, painting views of the Karst Mountains which he had admired since childhood, and whose burnt and arid soil reminded him of his native Gorizia.

He settled in Venice in 1943 and began to paint bright, light-infused views of the city and the surrounding lagoon. The sense of peace did not last, and in 1944 he was arrested for allegedly making contact with the Resistance and was deported to Dachau concentration camp. While interned he secretly committed to paper more than two hundred sketches of the horrors he encountered, an experience which was eventually to exert a lasting and powerful influence on his work. On liberation however he returned to Venice and initially to his pre-war subjects, without any overt acknowledgement of the traumatic experiences that he had suffered.

A gradual change in style and a move towards abstraction can slowly be seen in his work from the 1950s. The horses are at first clearly recognisable, but slowly he allows details to disappear, leaving behind only the most essential elements. In *Cavallini*, the creatures are sparsely delineated and threaten to merge with the indistinct and barren landscape which surrounds them. The warm ambers and yellows of the artist's palette reflect the heat of the earth, and his economy of colour is relieved only by small scattered areas of pattern, a hint of the more fantastical horses of his later work.

Just as Music distilled his technique down to its simplest elements, so too did the size of his canvases remain relatively modest, as in the present work. This reduction of elements can be read as a reaction to the war, as the artist himself later acknowledged:

'Without Dachau, I would have been a merely illustrative painter. After Dachau, I had to go to the heart of things' (The artist quoted in M. Peppiatt, *Zoran Music*, exh. cat., Sainsbury Centre for Visual Arts, University of East Anglia, Norwich, 2000, p. 10).

Dry paint is applied thinly in the present work, allowing the weave of the canvas to show through. Music felt that thickly applied pigment would distract the viewer, who should never be aware of the material existence of the painting. The roots of this technique may be found in the frescoes of the ancient churches Music encountered on his travels through Dalmatia, where he also admired the mosaics:

'[They] must have made a lasting impact on me, because my painting has always remained flat, without volume or perspective' (*op. cit.*, p. 32).

Painting from his childhood memories rather than working from life or photographs, Music sought refuge in his unchanging and timeless landscapes, which remain unalterable in the face of changing seasons or the actions of man: 'like the landscapes in the Bible [...] I feel drawn by them. I don't know why. It's a need.' (*op. cit.*, p. 32).



15 AR

André Masson (1896-1987)

Jeunes filles dans une basse-cour, ou Le Dindon

signed 'André Masson' (lower left)

oil on canvas

116 x 89cm (45 11/16 x 35 1/16in).

Painted in 1947

£350,000 - 450,000

€410,000 - 530,000

US\$530,000 - 680,000

PROVENANCE

Galerie Louise Leiris, Paris.

Madame Charles Pomaret (acquired from the above, 1948).

Acquired from the above by the father of the present owner circa early 1970s.

EXHIBITED

Berlin, Akademie der Künste, *André Masson*, 3 - 24 May 1964.

Amsterdam, Stedelijk Museum, *André Masson*, 12 June - 19 July 1964.

Paris, Musée d'Art Moderne, *André Masson*, March - May 1965, no. 50.

Marseille, Musée Cantini, *André Masson*, 1968, no. 43 (incorrectly titled *Femmes dans la Basse Cour*)

Künzelsau, Museum Würth, *André Masson: a mythology of nature*, 18 September 2004 - 30 January 2005.

Paris, Musée de La Poste, *Le Bestiaire d'André Masson*, 6 April - 5 September 2009.

LITERATURE

W. Spies, D. Ottinger and L. Ybarra, *André Masson: a mythology of nature*, exh. cat., Museum Würth, Künzelsau, 2004, p. 76 (illustrated).

J. Rasle, *Le Bestiaire d'André Masson*, exh. cat., Musée de la Poste, Paris, 2009 p. 70 (illustrated on the front cover and p. 71).

This work is sold with a photo-certificate of authenticity from the Comité Masson and will be included in their forthcoming *catalogue raisonné* under the archive number CAM1965.

The artist must work with the thought that the spectator can understand things half said, not completely described.

André Masson, quoted in A. Liberman, *The artist in his studio*, London, 1988, p. 256





(fig. 1) André Masson, *L'Autoportrait*, 1944

Jeunes filles dans une basse-cour stands at an important turning point in Masson's artistic trajectory. Motivated by the same themes that had animated his earlier work, this painting also demonstrates an indication of the influence he would exert on a younger generation of artists, notably Jackson Pollock and the New York Abstract Expressionists.

Masson's work was primarily informed by his experiences in the trenches of the First World War, and by the brutal realities of extreme violence which he had witnessed there at first hand. This connection with the deepest elements of human behaviour led him to explore the possibilities of the subconscious mind through automatic drawing, a process which naturally led him to the Surrealists. His relationship with the group was always loose however as he had natural distrust of the dogmatic, preferring instead to explore ways of expressing the violent, chaotic and erotic urges of the human condition beyond consciousness and reason. It was this tendency in his work which would inspire the group of American artists who would later become the Abstract Expressionists. Having been raised a social context familiar with Jungian and Freudian psychoanalysis, these younger painters recognised the unfettered expression of the subconscious drives which proliferated throughout Masson's work.

Following the Fall of France in 1940 Masson escaped to Martinique, where he joined André Breton before travelling on to New York. He spent the war years in America, initially allying himself with the Surrealist group around Breton but increasingly charting his own path through this new environment. The years in America were very productive, and he clearly drew inspiration from this fresh territory to explore deeply personal and existential themes. At the same time Masson also formed close friendships with a group of prolific younger artists including Jackson Pollock, Mark Rothko and Arshile Gorky, his near neighbour in rural Connecticut.



(fig. 2) André Masson, *Meditation on an Oak Leaf*, 1942

It was during this period that Masson became drawn powerfully to Nature both in representational and symbolic terms. As Gorky declared, in a statement that could equally have come from Masson, 'I do not paint in front of nature but within nature'. *Jeunes filles dans une basse-cour* draws heavily on the influences cultivated during the American period. Clark V. Poling, discussing Masson's masterpiece of these years *Meditation sur un feuille de chêne* (fig. 2) (1942; New York, Museum of Modern Art), but in comments that could be applied to the present work, notes that 'the flattening of the pictorial space helps create the effect of closeness and merges with the natural environment.' (C.V. Poling, *André Masson and the Surrealist Self*, London, 2008, p. 150). Conveyed through a matrix of line and tone, both paintings reference figuration and form from the natural world. This imagery appears to emerge as if summoned from our subconscious only to submerge again beneath the surface of formal abstraction.

Materialising from the storm of sweeping calligraphic lines stands the turkey, dominating the picture space of *Jeunes filles dans une basse-cour*. The crimson of his wattle pierces the centre of the canvas providing a flash of strident colour amidst a torrent of earthy tones. Swirling around this potent symbol are the three young women, reduced to their essential elements by a flurry of expressive strokes. In its visual cacophony of figuration and form, the painting alludes to the instinctive animal drives which characterise the relationship between the sexes.

Masson returned to France in October 1945, initially settling near Poitiers. In the period leading up to *Jeunes filles dans une basse-cour* in 1947 he experienced a dramatic burst of creativity, notable for a return to something near the automatism of the 1920s. However he prevents the compositions from dissolving into complete abstraction by continuing to maintain an engagement with the theme of nature that he had explored in his American work. While basing his imagery on direct observation he would seek simultaneously to find within the subject matter echoes of his own subconscious. As he declared, 'between the painter and nature a relationship forms that is unknown to reason' (quoted in W. Spies *et al.*, *op. cit.*, p. 23).

As Michel Leiris noted of his mentor, 'Mason's work is a series of periods of exploration. Sometimes involving closely defined biomorphic images, his work is characterised by extreme speed of execution and complex personal imagery' (M. Leiris and G. Limbour, *André Masson et son univers*, Geneva and Paris, 1947, p. 118).





16 AR

Edouard Warschawsky, dit Edy-Legrand (1892-1970)

Les fiancés

signed 'Edy Legrand' (lower centre left);

inscribed 'EDY-LEGRAND, LE FIANCÉS' (on the stretcher)

oil on canvas

81 x 100cm (31 7/8 x 39 3/8in).

£5,000 - 7,000

€5,900 - 8,300

US\$7,600 - 11,000

PROVENANCE

Edith Sophia Nathanson, the artist's niece (a gift from the artist).

See note to lot 17.

17 AR

Edouard Warschawsky, dit Edy-Legrand (1892-1970)

Voyages

signed 'Edy Legrand' (lower left); inscribed and dated ' "VOYAGES"/ ...61-1962 ' (on the reverse), and further inscribed 'EDY-LEGRAND 25 AV. DE WAGRAM, PARIS 17' (on the stretcher)

oil on canvas

130 x 99.5cm (51 3/16 x 39 3/16in).

Painted in 1961-62

£8,000 - 12,000

€9,500 - 14,000

US\$12,000 - 18,000

PROVENANCE

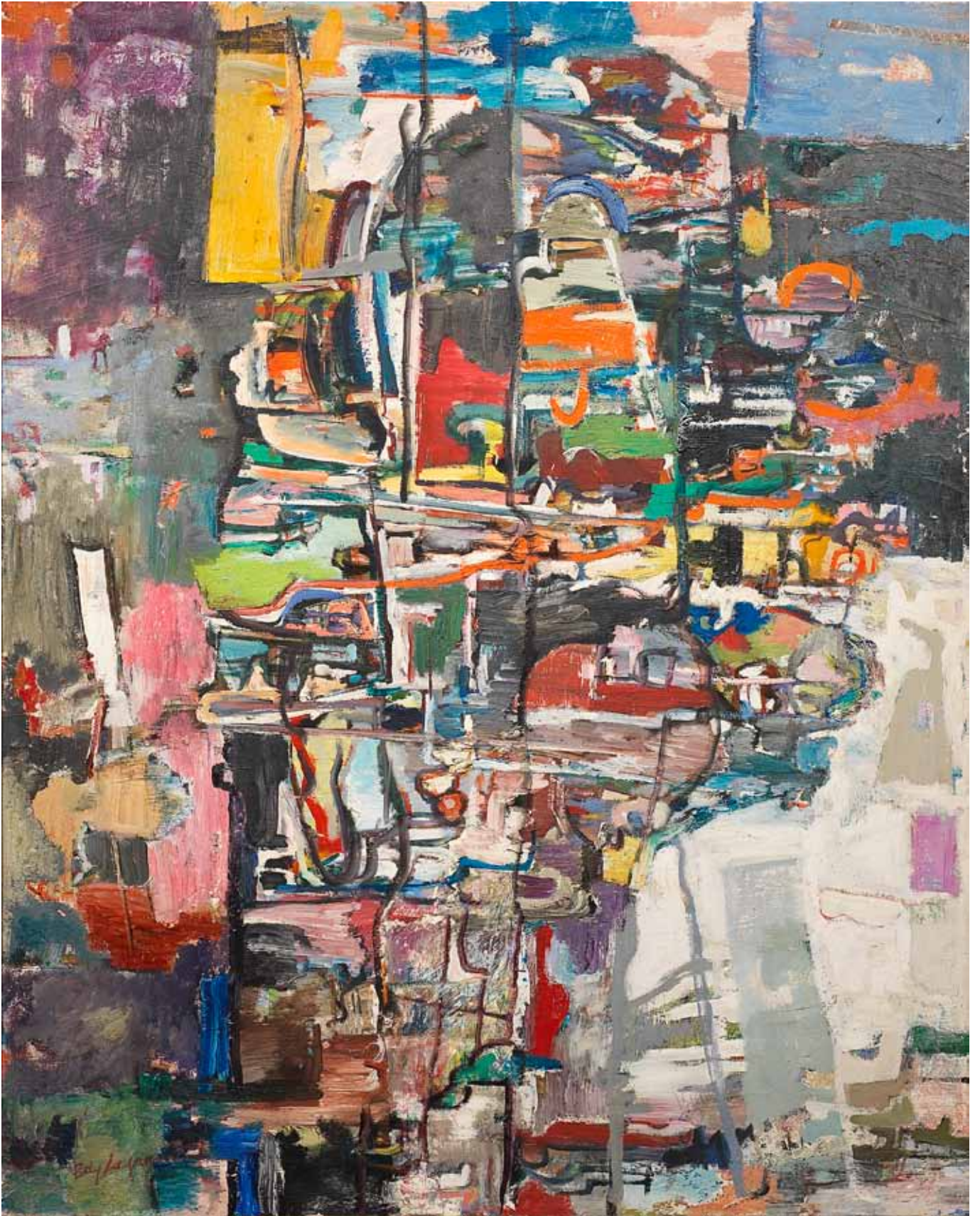
Edith Sophia Nathanson, the artist's niece (a gift from the artist).

Painted in 1961-1962, *Voyages* is a kaleidoscopic culmination of Edy-Legrand's previous experiments and styles, as hinted at by the title. *Les fiancés* (lot 16) was probably painted slightly earlier, and perfectly illustrates the artist's transition from the figurative to the abstract late in his career. Common to both canvases, however, is the artist's characteristically riotous use of colour, sheer energy and joyful application of paint.

Edy-Legrand initially trained as an illustrator, a discipline that is evident in his later work and indeed a profession to which he returned repeatedly. A deft and lyrical use of line can certainly be seen in *Voyages*, in which a grid-like central focus formed of strong verticals and horizontals is softened by swoops and curlicues of brighter pigment. Meanwhile, the busy brushwork behind this matrix causes the paint surface to shimmer and pulsate beneath our gaze, recollecting perhaps the young artist's excitement on his first exposure to the dynamic streets of New York.

Introduced to the artist by Pierre Bonnard, Maria Steiner persuaded Edy-Legrand to exhibit in America in the 1930s. The buzzing metropolis of New York, and exposure to the works of artists such as Cézanne in public and private collections, marked a turning point in his career. From there, he travelled extensively, visiting Holland, Italy and Spain before settling in Morocco for twenty years. His palette noticeably brightened through this extended sojourn, and while first drawn to the dramatic landscapes of the Atlas Mountains, his attention was soon captivated by the incessant crowds of the cities, their colourful costumes and the exotic *mise-en-scène*. Although painted after his return to Provence, both *Voyages* and *Les fiancés* share the vibrant hues of his North African works.

Edy-Legrand's return to France marked a move away from figurative compositions towards the abstract, as exemplified in *Voyages*. This transition is hinted at in *Les fiancés*, whose main elements – the lovers, the exuberant bouquet of flowers and their surroundings – are easily readable and yet are only saved from tumbling into the confusion of the flattened picture plane by the artist's control of line.





18 AR

Renato Guttuso (1912 - 1987)

Interno

signed, inscribed and dated 'Guttuso, A Laurence/ Renato/ Roma - Agosto 1948' (lower right)

oil and black ink on paper laid to canvas

48.5 x 59.3cm (19 1/8 x 23 3/8in).

Executed in August 1948

£8,000 - 12,000

€9,500 - 14,000

US\$12,000 - 18,000

PROVENANCE

Laurence and Isabelle Roberts, New York (a gift from the artist).

Anon. sale, Sotheby's, Milan, 5th March 1981, lot 20.

LITERATURE

G. Marchiori, *Renato Guttuso*, Milan, 1952, p. 19 (illustrated).

E. Crispolti, *Catalogo generale dei dipinti di Renato Guttuso*, vol. I, Milan, 1983, p. 184, no. 48/28 (illustrated).



19 AR

Albert Saverys (1886-1964)

Nature morte aux poires

signed 'Saverys' (lower right)

oil on canvas

80 x 100.5cm (31 1/2 x 39 9/16in).

Painted circa 1952

£3,000 - 4,000

€3,600 - 4,700

US\$4,600 - 6,100

PROVENANCE

Acquired directly from the artist by the parents of the present owner.

This work will be included in the forthcoming Albert Saverys monograph being prepared by Drs. Peter J. H. Pauwels.

The still life was a genre to which Saverys returned repeatedly throughout his long career. In these works he often combined floral motifs with the more traditional still life elements of vegetables and poultry. In the interwar years he was a key figure in the Belgian art world, and in 1935 his painting *Still life with a grey chicken* gained first prize at the prestigious annual exhibition of the Carnegie Institute in Pittsburgh, a show in which he frequently participated.

Nature morte aux poires, painted in the early 1950s, revisits the style and compositions that Saverys formulated in the latter half of the 1930s. Using a more muted palette than that which he employed for his landscape paintings of the Lys during the same period, he constructs a stylised composition using broad strokes of colour interspersed with more frenetic and expressive brushwork. Areas of depth and modelling, as seen in his handling of the pears, are juxtaposed against the flatness of the grey jug and surrounding decorative surface. Meanwhile in the spirit of Cubism, the picture plane is tilted upwards to create an awkward and disorientating picture space.

The arrangement of meandering autumnal leaves nestled amongst the basket of pears and pottery jugs lends the scene a rustic charm which bristles with movement as it leads the viewer's eye across the painting's surface. Despite operating within the traditional genre of the still life, in *Nature morte aux poires* Saverys demonstrates an entirely authentic and modern approach to his subject matter.

20 AR

Felice Casorati (1883-1963)

Finestra sul lago

signed 'F. CASORATI.' (lower centre right)

oil on board

59.3 x 48.5cm (23 3/8 x 19 1/8in).

Painted circa 1949

£8,000 - 12,000

€9,500 - 14,000

US\$12,000 - 18,000

PROVENANCE

Galleria Grissi, Turin.

Acquired by the present owner circa 1980s.

LITERATURE

G. Bertolino and F. Poli, *Felice Casorati. Catalogo generale. I dipinti (1904-1963)*, Turin, 1995, p. 400, no. 853 (illustrated).

This work is registered in the Felice Casorati Archives, Turin, under the number 640.

Finestra sul lago depicts Lake Iseo in Northern Italy where Felice Casorati and his wife Daphne holidayed. Constructed through a framework of bold outlines and complementary fields of colour, the composition is a stylised reimagining of the lake-side view in the summer months. The near verticals of the window frame deliberately correspond to the boats' masts to create a sense of rhythm and depth, while the patchwork of muted blues and greens combine with the lilac, crimson and citron of the foreground to present a compositionally harmonic scene.

Finestra sul lago is formally typical of the works from Casorati's later period in which he moved away from the more rigid, spatial compositions of the previous decade towards freer construction utilising a brighter and richer palette as a means of expression. In this painting the psychological intensity detected in his earlier work gives way to a more serene and lyrical rendering of the view, in accordance with the general theme of his subject. Yet Casorati's propensity towards an emphasis on form rather than detail persists. Painted in the years that followed the Second World War, and in conjunction with his conviction that art is born from within, with *Finestra sul lago* Casorati projects an internal conceptualisation of a world in peacetime, far removed from the horrors of conflict that had pervaded the preceding years.

Just three years after the execution of this painting Casorati was to receive the Premio Speciale della Presidenza at the Venice Biennale as an acknowledgement of his outstanding contribution to the arts in Italy.

'My art is born, so to speak, from within, and never has its source in changing "impressions", it is quite natural that ... static forms, and not the fluid images of passion, should be reflected in my works'.

Felice Casorati quoted in E. Cowling and J. Mundy, *On Classic Ground: Picasso, Léger, de Chirico and the New Classicism 1910-1930*, London, 1990, p. 64).





21 AR

Michele Cascella (1892-1989)

Senza titolo

signed 'Michele Cascella' (lower left)

gouache and pastel on card

80 x 100cm (31 1/2 x 39 3/8in).

£2,000 - 3,000

€2,400 - 3,600

US\$3,000 - 4,600

PROVENANCE

Acquired by the present owner *circa* 1980s.



22 AR

Carlos Nadal (1917-1998)

La maison d'Alain à Avignon

signed 'cNadal' (lower right); signed again, inscribed and stamped with artist's atelier stamp 'cNadal/ LA MAISON D'ALAIN a [sic] Avignon' (on the reverse)

oil on canvas

73.5 x 92.5cm (28 15/16 x 36 7/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

This work is sold with a photo-certificate of authenticity from the Comité Nadal.

PROVENANCE

Sala Parés, Barcelona, 1989.

Acquired from the above by the father of the present owner.

EXHIBITED

Barcelona, Sala Parés, 1989, no. 23 [titled *L'imprimerie Barthelemy*].

LITERATURE

F. Farmar, *Carlos Nadal*, London, 1994 [incorrectly dated 1944], p. 35 (illustrated).



23 AR

Carlos Nadal (1917-1998)

Régates à Ostende

signed 'CNadal' (lower right); signed again, inscribed and stamped with

artist's atelier stamp 'REGATES A OSTENDE/ cNadal' (on the reverse)

oil on canvas

65.2 x 81.3cm (25 11/16 x 32in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

This work is sold with a photo-certificate of authenticity from the Comité Nadal.

PROVENANCE

Galerie del Cisne, Madrid.

Angel Moreno Oliva, Madrid.



PROPERTY OF A EUROPEAN COLLECTOR

24 AR

Carlos Nadal (1917-1998)

Intérieur jaune

signed 'cNadal' (lower right); signed again, titled, dated and stamped with the artist's atelier stamp 'cNadal 80/ INTÉRIEUR Jaune' (on the reverse)

oil and mixed media on card laid to canvas

54.5 x 66cm (21 7/16 x 26in).

Painted in 1980

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

This work is sold with a photo-certificate of authenticity from the Comité Nadal dated 25/12/12.

PROVENANCE

Private collection, England.

EXHIBITED

Harrogate and London, The Duncalfe Galleries, *The Magic of Nadal*, 1980.

25

No lot



26 AR

Salvador Dalí (1904-1989)

Variation autour de Toréador hallucinogène et Marché d'esclaves avec apparition du buste invisible de Voltaire

oil and photographic collage on card

33 x 40.9cm (13 x 16 1/8in).

Executed circa 1970

£3,000 - 5,000

€3,600 - 5,900

US\$4,600 - 7,600

This work is recorded in the Robert and Nicolas Descharnes archives under the number d 3570.

PROVENANCE

Perrot-Moore Collection, Cadaqués; Art Curial, Paris, 30 June 2003, lot 223.

'It is quite correct that I have made use of photography throughout my life. I stated years ago that painting is merely photography done by hand, consisting of super-fine images the sole significance of which resides in the fact that they were seen by a human eye and recorded by a human hand. Every great work of art that I admire was copied from a photograph'. (Salvador Dalí quoted in R. Descharnes and G. Néret, *Salvador Dalí 1904-1989, The Paintings*, vol. II, Cologne, 2007, p. 539).

This collage is based around a stereoscopic arrangement of Dalí's *The Hallucinogenic Toreador* of 1968-70 (St Petersburg, Florida, Salvador Dalí Museum), with the addition of the metamorphic face from the *Disappearing Bust of Voltaire* of 1941 now in the same collection. Stereoscopy, in which two offset but near identical images are placed side by side to create a sense of depth, was used by Dalí from about 1970 as part of his ongoing experiment with three dimensional representations.

Facing page: Philippe Halsman, *Portrait of Salvador Dalí*, 1954



Salvador Dalí: Metamorphosis and Illusion

The FruitDalí Series (lots 27-40)

The FruitDalí series ties together many of the themes that run through Dalí's long career as a relentlessly curious and innovative artistic pioneer. Characteristically, he also gives a knowing nod to the broader tradition of Western Art while mining the iconographic language of Dalinian surrealism for which he is best known. These fourteen compositions were commissioned in 1969 and 1970 by the publisher Jean Schneider for a series of lithographs with drypoint that immediately became immensely popular with collectors. Aside from a brief appearance at exhibition in Germany however, these finished works made for the commission have remained in private hands ever since.

While the artist's usual preoccupations are at the forefront of the imagery of FruitDalí, the compositions also show a healthy sense of humour, a playfulness and lightness of touch. Indeed it is possible to read in this series a response to the prevailing currents of Pop Art, particularly in addressing questions of mass media reproduction and the use of the botanical illustrations as embellished 'found objects'. Dalí was certainly friendly with Andy Warhol in this period, and like him was unconcerned by applying his creative instincts to advertising and other commercial media.

Central to the FruitDalí series is the concept of illusionism and metamorphosis. Dalí claimed always to have had the ability to see multiple meanings and patterns in single images, recalling a childhood ability to read shapes in the clouds of a summer storm 'so that I became master of that thaumaturgical faculty of being able at any moment and in any circumstance always to see something else.' (quoted in R. Radford, *Dalí*, London, 1997, p. 157). In divining multiple images from botanical compositions in the FruitDalí series he is drawing on this same technique. Once identified it is hard to suppress, as for example in the photograph he instructed Robert Descharnes to take of a rock formation in the shape of human profile at Cap de Creus near Figueras, which becomes a personification of *Sleep* in several paintings throughout his career.

Dalí was initially most valued by the Surrealists as a writer and theorist, and his use of illusion and double images is rooted in his 'paranoiac-critical method'. This was first discussed in *La Femme Visible*, published in 1930, and takes as its base the premise that the obsession driven by the paranoiac condition invests objects and images with heightened meaning and reality. By harnessing this state of hyperreality, new dimensions of representation are possible: 'It is by a frankly paranoiac process that it has been possible to obtain a double image: that is to say the representation of one object which, without the least figurative or anatomical distortion is at the same time the representation of a totally different object' (S. Dalí, *La Femme Visible*, Paris, 1930, p. 15, quoted in D. Ades ed., *Dalí's optical illusions*, exh. cat., Wadsworth Atheneum, Hartford, and elsewhere, 2000, p. 37). Although apparently in tune with Surrealist strategies this approach is in fact significantly different in that it is an active tactic rather than the Surrealists essentially passive process of automatism and chance. Dalí put this paranoiac-critical method into practice first in *The Invisible Man* (1929-32; Madrid, Museo Nacional Centro de Arte Reina Sofía), in which a crowded landscape and seated man coexist in a simultaneous composition.

According to Dalí, the writing of *La Femme Visible* was only made possible through the influence of Gala Eluard, who he had met in the summer of 1929 and who would become his muse, amanuensis, lover and eventually wife. From 1929 he would often, as in the FruitDalí series, sign his work 'G Dalí' in recognition of her influence and their partnership.

It is perhaps significant that Dalí, in common with many of the artists in the Surrealist circle, should so often find images of the human body, and more specifically the human face, when they investigated their subconscious minds for patterns and images. As he later declared, in connection with his designs for jewellery, 'I see the human form in trees, leaves, animals; the animal and vegetable in the human. My art – in paint, diamonds, rubies, pearls, emeralds, gold, chrysoptase – shows the metamorphosis that takes place; human beings create and change. When they sleep, they change totally – into flowers, plants, trees. In Heaven comes the new metamorphosis. The body becomes whole again and attains perfection.' (quoted in *Dalí Jewels: A Collection of the Gala-Salvador Dalí Foundation*, Milan, 1999, p. 36).







(Fig 3) School of Arcimboldo, *Seated Figure of Summer*, 1573, formerly in a collection of Edward James.

This concern with doubling and illusionism, again targeted specifically at the human body, can also be found in *In Voluptas Mors* (1951) (fig. 5), Dalí's collaboration with the photographer Philippe Halsman in which a *tableau vivant* of naked female models are arranged to build a grinning skull. The two sides of the meaning may be abundantly clear, but the technical skill in building the image, based on Dalí's preparatory drawings, adds an intriguing element.

The illusionistic multiple readings of the FruitDalí images can also be located in the wider Western tradition of metamorphic painting to which Dalí saw himself as heir and archetype. For the FruitDalí compositions the most closely comparable body of work are the composite heads made up of fruit painted by Giuseppe Arcimboldo in Prague in the 16th century. It is notable that Edward James, Dalí's major patron in the late 1930s, owned a large illusionistic *Seated figure of Summer* (fig. 3) attributed to the Italian artist.

In the FruitDalí series a fundamental element of the multiple meaning of the composition is provided by the underlying botanical stipple engraving. Ten of these are taken from Pierre-Antoine Poiteau's *Pomologie française: recueil des plus beaux fruits cultivés en France* published in Paris in four volumes and several editions from 1808 (the 1848 edition was probably the one used by Dalí), and three from Pierre-Jean Redouté's illustrations to the *Traité des arbres et arbustes que l'on cultive en France, par Duhamel* published in Paris in seven volumes and several editions from 1800 (illustrated in the appendix). These works are regarded as among the finest examples of botanical illustration, an area that reached its apogee in France in the 19th century. By adding fantastic and illusory creatures to exceptionally precise and botanically correct reproductions Dalí makes comment on scientific discovery, a subject with which he was deeply fascinated.

These creatures and their attributes exhibit elements that are familiar from the Dalinian corpus, including the crutch, Don Quixote, jewels, forms sprouting chicken legs and the eye motif. The eye is perhaps the most enduring and repeated image, repeated for example in the famous sequence of an eyeball slashed with a razor in Dalí and Luis Buñuel's surrealist film *Un Chien Andalou* (1929), in the floating eyes in the dream scene designed for Hitchcock's film *Spellbound* (1945), and in the diamond studded eye from the jewellery collection designed in the 1950s (fig. 2). The eye has an obvious resonance with concepts of perception and illusion: 'What is the eye? A glob of humours, a knot of muscles, a film of flesh and nerves irrigated by a flow of acid? Beneath that appearance lush galaxies of microscopic electrons, agitated by an impalpable wave, itself the fluid of a quasi-immaterial energy. At what level, then, the real?' (*The Unspeakable Confessions of Salvador Dalí*, London, 1977, p. 144).

The use of these prints also puts the FruitDalí series in the tradition of the 'assisted ready-made' alongside the moustachioed Mona Lisa in Marcel Duchamp's *L.H.O.O.Q.* (1919), and looks forward to the Chapman Brothers' reworking of Goya in *Insult to Injury* (2003). Dalí's first significant use of the 'assisted ready-made' is in the *Mad Associations based on Fireworks* (1930-31; Private Collection) in which an enamelled shop sign for a fireworks manufacturer is embellished with tiny painted images and lettering, a layered approach that instantly allows for multiple meanings that prefigures the work of Roland Barthes.



(Fig 4) Salvador Dalí, *Nieuw Amsterdam*, 1974 (Salvador Dalí Museum, St. Petersburg, Florida)

The closest precursor to FruitDalí is the series of ten watercolours known as the FlorDalí (Flora Dalínea), also destined to be reproduced in lithograph under Schneider's auspices (C. Sahli, *Salvador Dalí, 257 Editions Originales 1964-1985*, Paris, 1985, under nos. 66-75). As the title suggests these compositions play with the punning metamorphic possibilities of flowers. They are however more schematic and lack the scientific overtones provided by the botanical engravings in the FruitDalí group.

Dalí again took inspiration from printed sources when designing the portfolio *Les métamorphoses érotiques: choix de dessins exécuté de 1940 à 1968*, Lausanne, 1969. Rather than using botanical illustrations he took print illustrations from children's spelling books and overlaid them with increasingly sexual imagery. The series also looks forward to Dalí's series of engravings *Les Caprices de Goya de Salvador Dalí*. Conceived from 1973 and published by Berggreuen in 1977, it constitutes a reworking of Goya's masterpiece which as the subtitle notes was 'métamorphosés par Dalí'. In keeping with the subject matter the effect is much darker, with heavily sexualised and onanistic overtones, but as in FruitDalí he plays with the void spaces and curlicues of the engraver's needle to conjure faces, and subverts the compositions with typically Dalinian elements. Figures are hollowed out, new horizon lines appear to upset perspective and dragons sprout from dark corners.

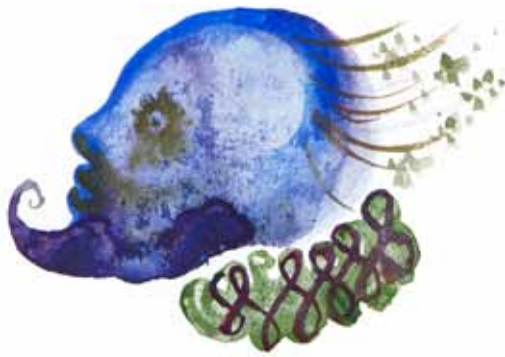
Dalí also applied this approach to three dimensional objects, notably in *Nieuw Amsterdam* (Fig 4) (1974; St Petersburg, Florida, Salvador Dalí Museum), in which he takes a 19th century bronze bust of White Eagle, chief of the Ponca tribe of Plains Indians, and overpaints the face with an interior scene. The eyeballs become the heads of two Dutch merchants, the eyelids hats and ruffs, and the nose a bottle of Coca Cola with which they toast the purchase of Manhattan.

Parallels can also be drawn with Surrealist, or more specifically, Dadaist collage, which often drew on 19th century print imagery. Max Ernst's account of the genesis of his collages taken from technical illustrations is perhaps analogous to the creation of the FruitDalí series:

'One rainy day in 1919, in a town on the Rhine, my excited gaze is provoked by the pages of a printed catalogue. ... Here I discover the elements of a figuration so remote that its very absurdity provokes in me a sudden intensification of my faculties of sight - a hallucinatory succession of contradictory images, double, triple, multiple, superimposed upon each other with the persistence and rapidity characteristic of amorous memories and visions of somnolence. These images, in turn, provoke new planes of understanding. They encounter an unknown - new and nonconformist. By simply painting or drawing, it suffices to add to the illustration a color, a line, a landscape foreign to the objects represented - a desert, a sky, a geological section, a floor, a single straight horizontal expressing the horizon and so forth. These changes, no more than docile reproductions of what is visible within me, record a faithful and fixed image of my hallucination. They transform the banal pages of advertisements into dramas which reveal my most secret desires.'

(Max Ernst, quoted in *Max Ernst*, exh. cat., Museum of Modern Art, New York, and Art Institute, Chicago, 1961, pp. 11-12).





27 AR ○

Salvador Dalí (1904-1989)

Prunier hâtif (Hasty Plum)

watercolour, gouache and 19th century stipple engraving

48 x 34.3cm (18 7/8 x 13 1/2in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

Cologne, Galerie Orangerie-Reinz, *Rückblick auf Positionen der Galerietätigkeit zum 40-jährigen Bestehen*, 10 November 2000 - 15 January 2001.

LITERATURE

C. Sahli, *Salvador Dalí, 257 Editions Originales 1964-1985*, Paris, 1985, under nos. 168-179.

R. Michler and L.W. Löpsinger, *Salvador Dalí. Catalogue raisonné of etchings and mixed media prints 1924-1980*, Munich, 1995, under nos. 344-355.

A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.



Monsieur Ratif.



28 AR ○

Salvador Dalí (1904-1989)

Cerises Pierrot (Pierrot Cherries)

watercolour, gouache and 19th century stipple engraving

47.5 x 33.5cm (18 11/16 x 13 3/16in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

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PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

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LITERATURE

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R. Michler and L.W. Löpsinger, *Salvador Dalí. Catalogue raisonné of etchings and mixed media prints 1924-1980*, Munich, 1995, under nos. 344-355.

A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.



Belle de Chassy

29 AR ○

Salvador Dalí (1904-1989)

Pamplemousse érotique (Erotic Grapefruit)

watercolour, gouache and 19th century stipple engraving

48 x 33cm (18 7/8 x 13in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

Cologne, Galerie Orangerie-Reinz, *Rückblick auf Positionen der Galerietätigkeit zum 40-jährigen Bestehen*, 10 November 2000 - 15 January 2001.

LITERATURE

C. Sahli, *Salvador Dalí, 257 Editions Originales 1964-1985*, Paris, 1985, under nos. 168-179.

R. Michler and L.W. Löpsinger, *Salvador Dalí. Catalogue raisonné of etchings and mixed media prints 1924-1980*, Munich, 1995, under nos. 344-355.

A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.





Bigarrade Courme.



30 AR ○

Salvador Dalí (1904-1989)

Fruits troués (Pierced Fruit)

pencil, watercolour, gouache and 19th century stipple engraving

48.5 x 32.5cm (19 1/8 x 12 13/16in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

Cologne, Galerie Orangerie-Reinz, *Rückblick auf Positionen der Galerietätigkeit zum 40-jährigen Bestehen*, 10 November 2000 - 15 January 2001.

LITERATURE

C. Sahli, *Salvador Dalí, 257 Editions Originales 1964-1985*, Paris, 1985, under nos. 168-179.

R. Michler and L.W. Löpsinger, *Salvador Dalí. Catalogue raisonné of etchings and mixed media prints 1924-1980*, Munich, 1995, under nos. 344-355.

A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.



Bou-chretien d'Espagne.



31 AR ○

Salvador Dalí (1904-1989)

Coeur de fraises (Strawberry Heart)

watercolour, gouache, printer's ink and 19th century stipple engraving
46.5 x 34.3cm (18 5/16 x 13 1/2in).

Executed in 1970

£40,000 - 60,000

€59,000 - 83,000

US\$76,000 - 110,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1970).
Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

Cologne, Galerie Orangerie-Reinz, *Rückblick auf Positionen der Galerietätigkeit zum 40-jährigen Bestehen*, 10 November 2000 - 15 January 2001.

LITERATURE

C. Sahli, *Salvador Dalí, 257 Editions Originales 1964-1985*, Paris, 1985, under no. 180.

R. Michler and L.W. Löpsinger, *Salvador Dalí. Catalogue raisonné of etchings and mixed media prints 1924-1980*, Munich, 1995, under no. 427.

A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 70-1.



Fraister de Montreuil

32 AR ○

Salvador Dalí (1904-1989)

Mûres sauvages (Wild Blackberries)

watercolour, gouache and 19th century stipple engraving

46.2 x 34.5cm (18 3/16 x 13 9/16in).

Executed in 1970

£40,000 - 60,000

€59,000 - 83,000

US\$76,000 - 110,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1970).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

Cologne, Galerie Orangerie-Reinz, *Rückblick auf Positionen der Galerietätigkeit zum 40-jährigen Bestehen*, 10 November 2000 - 15 January 2001.

LITERATURE

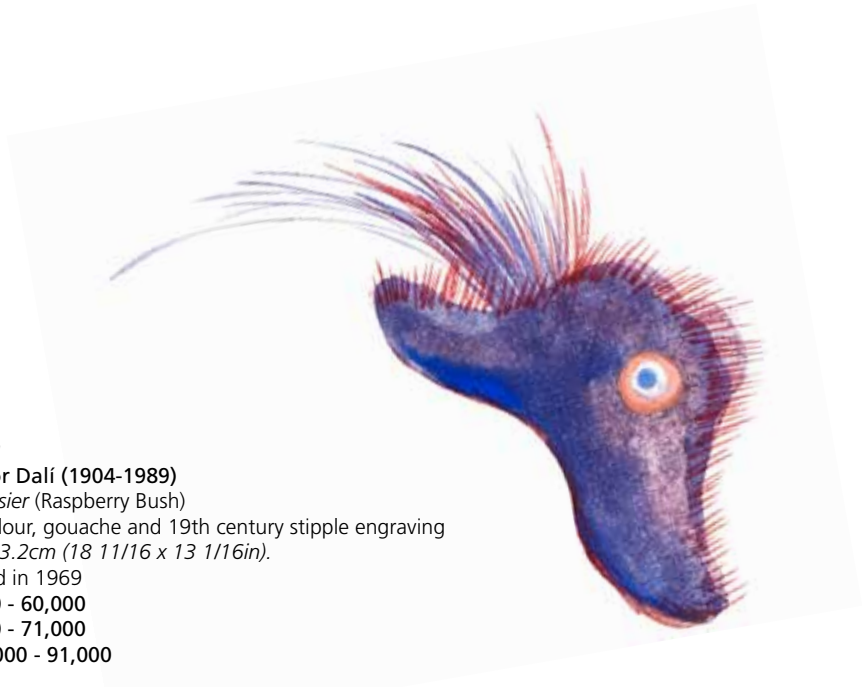
C. Sahli, *Salvador Dalí, 257 Editions Originales 1964-1985*, Paris, 1985, under nos. 181.

R. Michler and L.W. Löpsinger, *Salvador Dalí. Catalogue raisonné of etchings and mixed media prints 1924-1980*, Munich, 1995, under no. 428.

A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 70-1.



Murrer De Virginie.



33 AR ○

Salvador Dalí (1904-1989)

Framboisier (Raspberry Bush)

watercolour, gouache and 19th century stipple engraving

47.5 x 33.2cm (18 11/16 x 13 1/16in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

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EXHIBITED

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R. Michler and L.W. Löpsinger, *Salvador Dalí. Catalogue raisonné of etchings and mixed media prints 1924-1980*, Munich, 1995, under nos. 344-355.

A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.



Framboisier à Fruit rouge .

34 AR ○

Salvador Dalí (1904-1989)

Pomme Dragon (Dragon Apple)

watercolour, gouache and 19th century stipple engraving

48 x 33.5cm (18 7/8 x 13 3/16in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

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Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

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C. Sahli, *Salvador Dalí, 257 Editions Originales 1964-1985*, Paris, 1985, under no. 168-179.

R. Michler and L.W. Löpsinger, *Salvador Dalí. Catalogue raisonné of etchings and mixed media prints 1924-1980*, Munich, 1995, under nos. 344-355.

A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.





Pigeonnet de Rouen.

35 AR ◊

Salvador Dalí (1904-1989)

Poire Don Quichotte (Don Quixote Pear)

watercolour, gouache and 19th century stipple engraving

46.5 x 34cm (18 5/16 x 13 3/8in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

Cologne, Galerie Orangerie-Reinz, *Rückblick auf Positionen der Galerietätigkeit zum 40-jährigen Bestehen*, 10 November 2000 - 15 January 2001.

LITERATURE

C. Sahli, *Salvador Dalí, 257 Editions Originales 1964-1985*, Paris, 1985, under nos. 168-179.

R. Michler and L.W. Löpsinger, *Salvador Dalí. Catalogue raisonné of etchings and mixed media prints 1924-1980*, Munich, 1995, under nos. 344-355.

A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.





Vermillon!

36 AR ○

Salvador Dalí (1904-1989)

Pêcher pénitent (Penitent Peach)

watercolour, gouache and 19th century engraving

32.5 x 24.2cm (12 13/16 x 9 1/2in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

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PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

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37 AR ○

Salvador Dalí (1904-1989)

Révérance du groseillier (Curtsying Gooseberry)

signed and dated '1969 GDALI' (lower right)

watercolour, gouache and 19th century stipple engraving

40 x 25.7cm (15 3/4 x 10 1/8in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

Cologne, Galerie Orangerie-Reinz, *Rückblick auf Positionen der Galerietätigkeit zum 40-jährigen Bestehen*, 10 November 2000 - 15 January 2001.

LITERATURE

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A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.



RIBES uva-crispa.

P. J. Redouté pinx.

GROSEILLER à maquereau. pag 231

Gabriel Sculp.

38 AR ○

Salvador Dalí (1904-1989)

Grenade et l'ange (The Pomegranate and the Angel)

watercolour, gouache and 19th century stipple engraving

47 x 32.2cm (18 1/2 x 12 11/16in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

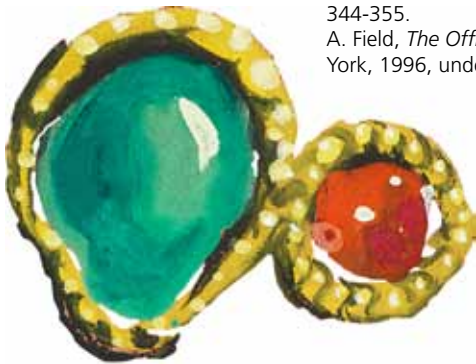
Cologne, Galerie Orangerie-Reinz, *Rückblick auf Positionen der Galerietätigkeit zum 40-jährigen Bestehen*, 10 November 2000 - 15 January 2001.

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A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.





Grenadier à fruit doux.

39 AR ○

Salvador Dalí (1904-1989)

Homme figuier (Fig Man)

watercolour, gouache and 19th century stipple engraving

39.8 x 24.8cm (15 11/16 x 9 3/4in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000.

EXHIBITED

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A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.



FICUS.

FIGUIER.

40 AR ○

Salvador Dalí (1904-1989)

Abricot chevalier (Apricot Knight)

signed and dated 'GDALI/ 1969' (lower right)

watercolour, gouache and 19th century stipple engraving

46 x 32.5cm (18 1/8 x 12 13/16in).

Executed in 1969

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

This work is sold with a photo-certificate of authenticity from Messieurs Robert and Nicolas Descharnes.

PROVENANCE

Jean Schneider, Basel (by whom commissioned from the artist in 1969).

Galerie Orangerie-Reinz, Cologne (on consignment from the above, 2000).

Acquired from Galerie Orangerie-Reinz by the present owner in 2000..

EXHIBITED

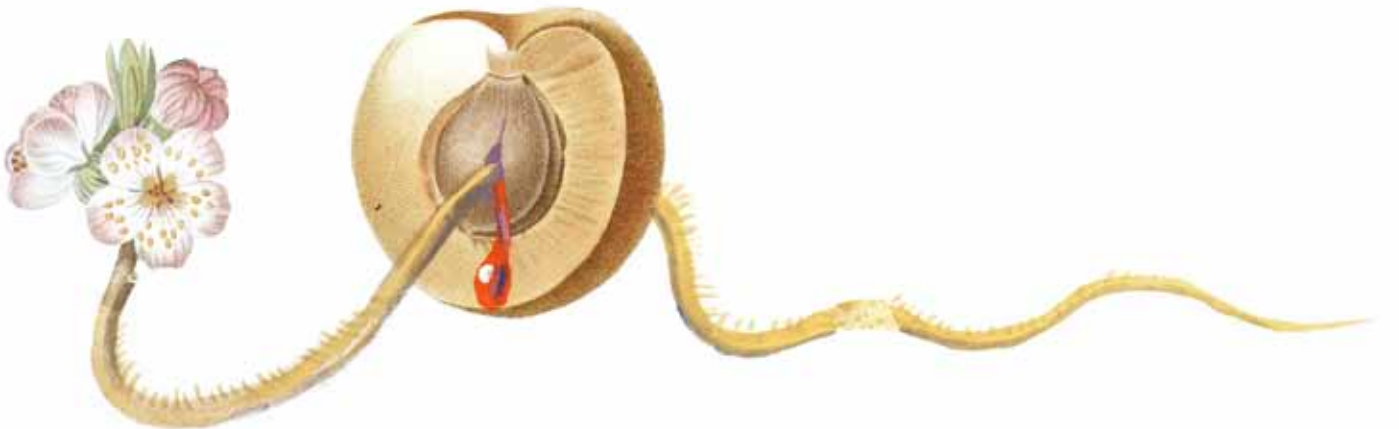
Cologne, Galerie Orangerie-Reinz, *Rückblick auf Positionen der Galerietätigkeit zum 40-jährigen Bestehen*, 10 November 2000 - 15 January 2001.

LITERATURE

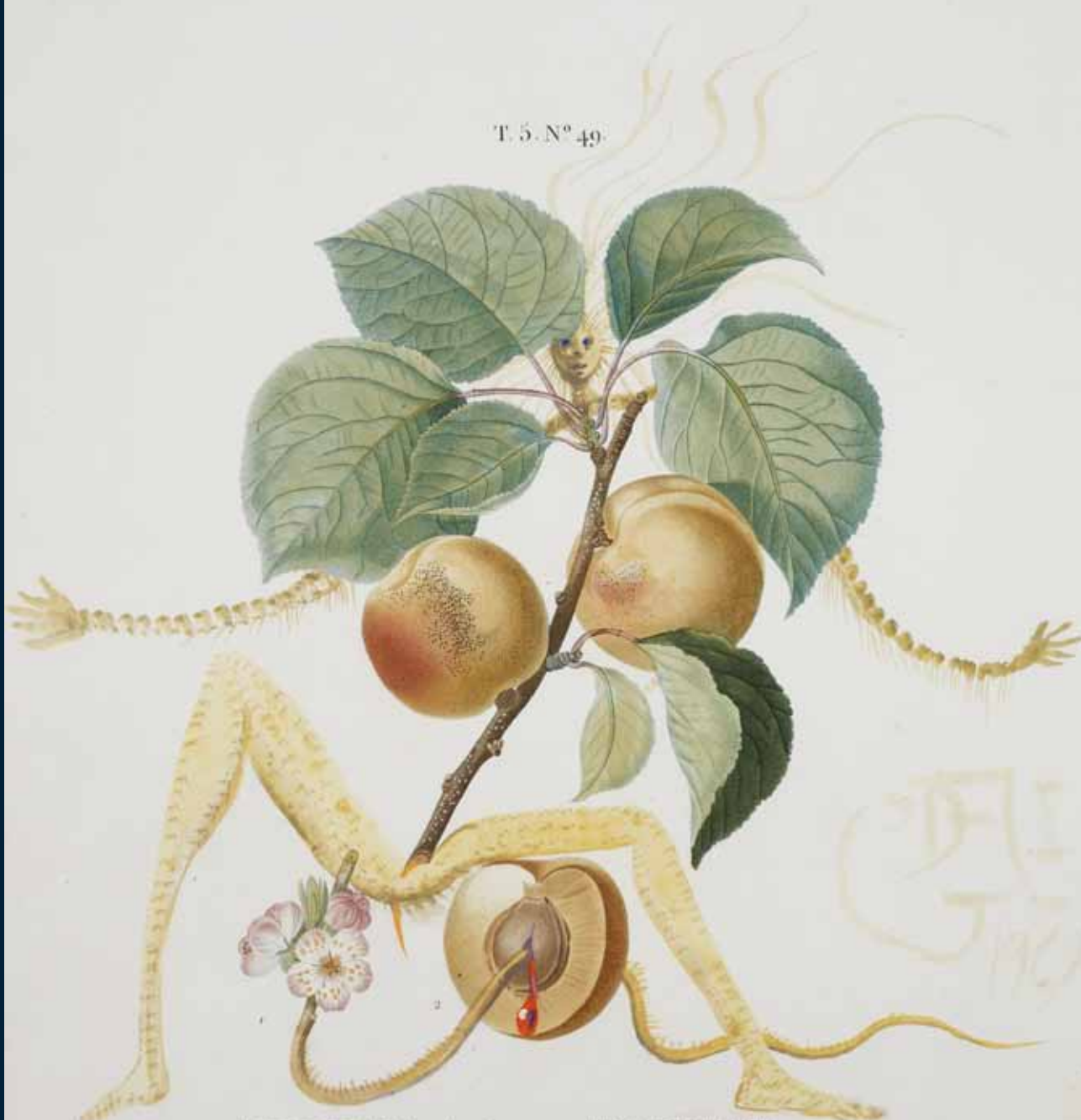
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A. Field, *The Official Catalog of the Graphic Works of Salvador Dalí*, New York, 1996, under no. 69-11.



T. 5. N° 49.



ARMENIACA vulgaris.

P. Redouté pinx.

ABRICOTIER commun.

Levaux sculp.

Appendix

The stipple engravings used by Dalí are taken from two of the most celebrated masterpieces of 19th century French botanical illustration, noted both for the beauty of the plates and the scientific accuracy of the representations.

P.-A. Poiteau, *Pomologie française : recueil des plus beaux fruits cultivés en France*, Paris [Langlois et Leclercq], 1846, in 4 volumes, with 420 stipple-engraved plates.

1. Prunier Hâtif [lot 27]

Volume I, plate no. 8 in the chapter on plum trees, the original drawn by Poiteau and engraved by Bouquet.

2. Belle de Choisy [lot 28]

Volume II, plate no. 27 in the chapter on cherry trees, the plate engraved by Bouquet.

3. Bigarrade Couronnée [lot 29]

Volume II, plate no. 7 in the chapter on lemon trees, the plate engraved by Bouquet.

4. Framboisier ordinaire a fruit rouge [lot 33]

Volume II, plate no. 1 in the chapter on raspberry bush, the plate engraved by Bouquet.

5. Fraisier de Montreuil no 1 [lot 31]

Volume II, plate no 5 in the chapter on strawberry plants, the original drawn by Poiteau and the plate engraved by Bouquet.

6. Murier de Virginie [lot 32]

Volume II, plate no. 2 in the chapter on mulberry trees, the original drawn by Poiteau and the plate engraved by Bouquet.

7. Grenadier a fruit doux [lot 38]

Volume II, plate no. 1 in the chapter on pomegranate trees, the plate engraved by Bouquet.

8. Poire Vermillon [lot 35]

Volume III, plate no. 103 in the chapter on pear trees, the original drawn by Poiteau and the plate engraved by Bouquet.

9. Bon Chretien d'Espagne [lot 30]

Volume III, plate no. 27 in the chapter on pear trees, the plate engraved by Bouquet.

10. Pigeonnet de Rouen (not illustrated) [lot 34]

Volume IV, plate no. 10 in the chapter on apple trees, the plate engraved by Bouquet.

H.-L. Duhamel du Monceau, ed. B. Mirbel, G.-L.-A. Loiseleur Deslongchamps and Etienne Miche, *Traité des arbres et arbustes que l'on cultive en France en pleine terre, nouvelle édition, ... avec des figures, d'après des dessins de P.-J. Redouté*, Paris [Didot aîné], 1800-1819, in 7 volumes, with 498 stipple engraved plates.

11. Ribes uva-crispa (Groseiller á maquereau) [lot 37]

Volume III, plate no. 58, the original drawn by P.-J. Redouté and the plate engraved by Gabriel

12. Ficus (Figuier) [lot 39]

Volume IV, plate no. 57, the original drawn by P.-J. Redouté and the plate engraved by Lemaire

13. Armeniaca vulgaris (Abricotier commun) [lot 40]

Volume V, plate no. 49, the original drawn by P.-J. Redouté and the plate engraved by Lemaire





Bonhams

1793

Russian Paintings & Works of Art

Wednesday 5 June 2013 at 2pm
New Bond Street, London

Bonhams
101 New Bond Street
London W1S 1SR

Enquiries
+44 (0) 20 7468 8334
russian@bonhams.com

Nikolai Konstantinovich Roerich
(Russian, 1874-1947)
Madonna Laboris, 1931 (detail)
tempera on canvas
£800,000 - 1,200,000

International Auctioneers and Valuers - bonhams.com/russian

Contemporary Art & Design

Thursday 27 June 2013 at 4pm
New Bond Street, London

Chu Teh-Chun (b. 1920)
Animations lointaines, 1989
oil on canvas
92 by 65 cm.
36 1/4 by 25 9/16 in.
£100,000 - 150,000
US\$150,000 - 230,000
€120,000 - 180,000

Giacomo Balsamo
+44 (0) 20 7468 5837
giacomo.balsamo@bonhams.com

19th Century Paintings, Drawings & Watercolours

Wednesday 10 July 2013
New Bond Street, London

Closing date for entries
Thursday 30 May 2013

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

Stanhope Alexander Forbes, R.A.
(British, 1857-1947)

Out into the dark and silence (detail)
oil on canvas
79.5 x 97cm (31 5/16 x 38 3/16in).
Estimate £120,000 - 180,000

Fine & Rare Wines & Whisky

International Auction Calendar 2013

Fine & Rare Wines

Thursday 11 July	London
Saturday 27 July	New York, Los Angeles & San Francisco
Thursday 12 September	London
Saturday 14 September	New York, Los Angeles & San Francisco
Thursday 24 October	London
Wednesday 20 November	Hong Kong
Saturday 23 November	New York, Los Angeles & San Francisco
Thursday 5 December	London

Whisky

Wednesday 12 June	Edinburgh
Wednesday 2 October	Edinburgh
Sunday 13 October	New York, Los Angeles & San Francisco
Wednesday 20 November	Hong Kong

Enquiries:

+44 (0)207 468 5811
wine@bonhams.com
wine.us@bonhams.com
winehk@bonhams.com
whisky@bonhams.com

Krug 1961
Sold for £5,980
(New Bond Street sale,
6 December 2012)



Bonhams

1793

Prints

Tuesday 16 July 2013
New Bond Street, London

Closing date for entries:
Friday 7 June 2013

Tanya Grigoroglou
+44 (0) 20 7468 8212
tanya.grigoroglou@bonhams.com

Salvador Dalí (Spanish, 1904-1989)
Biblia Sacra (M.& L.1600; Field 69.3)
The very rare set of 105 lithographs
in colours, 1967, each signed,
each sheet 505 x 395mm (20 x 15 1/2in)
£40,000 - 60,000



Impressionist & Modern Art

Wednesday 30 October 2013
Knightsbridge, London
Entries now invited

+44 (0) 207 468 5816
ruth.graham@bonhams.com

Jean Cocteau (1889-1963)
La Naissance de Vénus
signed and dated 'Jean/L'oiseleur/1925'
(upper right) and inscribed 'Naissance de
Vénus' (lower left)
pen, black ink and crayon on paper
26.8 x 20.8cm (10 9/16 x 8 3/16in).
Sold for £10,625

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 equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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 (only available on lots with a low estimate greater than £400)

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* of *Lots*:

25% up to £25,000 of the *Hammer Price*
20% from £25,001 of the *Hammer Price*
12% from £500,001 of the *Hammer Price*

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;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using 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;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are 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.

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the * of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a '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

~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

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 and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- 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.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.

- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	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 <i>c/o 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 three months' 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	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11	All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a Lot has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
 - 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
 - 3.1.1 the Purchase Price for the Lot;
 - 3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders, 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.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	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 <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	9.3.2		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> 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:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot</i> <i>Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , 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	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

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

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

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Bidder" a person who has completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"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

"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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Lot 15

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Figure 1

Francesca da Rimini and Paolo Malatesta, 1819 (oil on canvas), Ingres, Jean Auguste Dominique (1780-1867) / Musee des Beaux-Arts, Angers, France / Giraudon / The Bridgeman Art Library

Figure 2

Rodin dans l'atelier accoudé au Baiser / Ph 16 / Anonyme - fin 1888 / début 1889 / Papier albuminé / 10,4 x 16 cm / Musée Rodin, Paris

Lot 10

Figure 1

Portrait de Dora Maar, de profil, lisant un journal/ 1936-1937/ APPH15320/ Picasso Pablo (dit), Ruiz Picasso Pablo (1881-1973)/ © Succession Picasso - Gestion droits d'auteur / Paris, musée Picasso / © RMN-Grand Palais / Michèle Bellot / © Succession Picasso/DACS, London 2013.

Figure 2

Picasso sur un escabeau, un pinceau à la main devant Guernica / mai-juin 1937 / MP1998-283 / Maar Dora (dite), Markovitch Henriette Dora (1907-1997) / © ADAGP / Paris, musée Picasso / © RMN-Grand Palais / Franck Raux / © ADAGP, Paris and DACS, London 2012.

Lot 15

Figure 1

Self-Portrait; L'Autoportrait, 1944 (oil on canvas), Masson, André (1896-1987) / Private Collection / Photo © Christie's Images / The Bridgeman Art Library / © ADAGP, Paris and DACS, London 2013

Figure 2

Masson, André (1896-1987): Meditation on an Oak Leaf, 1942. New York, Museum of Modern Art (MoMA). Tempera, pastel and sand on canvas, 40 x 33' (101.6 x 83.8 cm). Given anonymously. 1950 © 2013. Digital image, The Museum of Modern Art, New York/Scala, Florence / © ADAGP, Paris and DACS, London 2013

Lots 27 - 40

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Figure 1

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Figure 3

Seated Figure of Summer, 1573 (oil on canvas), Arcimboldo, Giuseppe (1527-93) (school of) / Ex-Edward James Foundation, Sussex, UK / The Bridgeman Art Library

Figure 4

Salvador Dalí, Fundació Gala-Salvador Dalí, DACS, 2013/ © Salvador Dalí Museum Inc., St. Petersburg, FL 2013.

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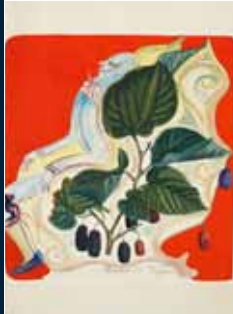
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Lots

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Casella, Michele	21
Casorati, Felice	20
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Dalí, Salvador	26 - 40
Derain, André	12
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Edy-Legrand	16 - 17
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Guillaumin, Armand	4
Guttuso, Renato	18
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Kisling, Moïse	11
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Le Sidaner, Henri	5
Lebasque, Henri	6
M	
Masson, André	15
Matisse, Henri	13
Michel, Robert	1
Münter, Gabriele	9
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N	
Nadal, Carlos	22- 24
P	
Picasso, Pablo	10
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Rodin, Auguste	2
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Saverys, Albert	19
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Utrillo, Maurice	7
V	
Vuillard, Edouard	3
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Warschawsky, Edouard	16 - 17







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