

POST-WAR & CONTEMPORARY ART

Wednesday 27 June 2018



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POST-WAR & CONTEMPORARY ART

Wednesday 27 June 2018, at 5pm
101 New Bond Street, London

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Front cover: Lot 11
Back cover: Lot 2 (detail)

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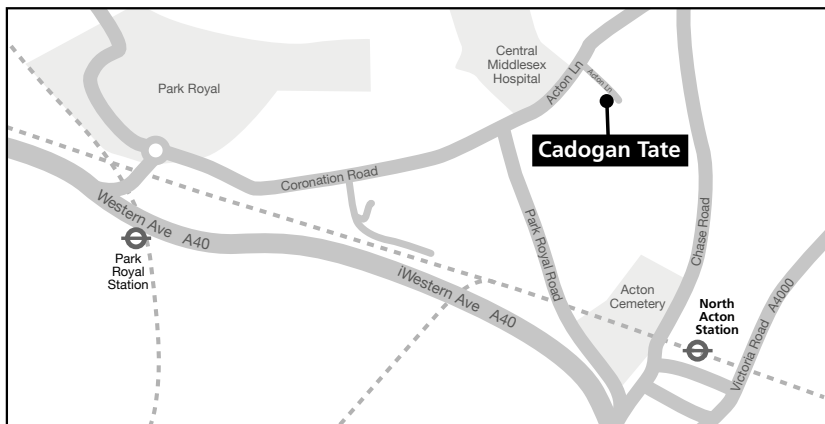


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POST-WAR & CONTEMPORARY ART

LOTS 1 - 37



1 *

SAM FRANCIS (1923-1994)

Untitled (SF71-1025)

1971

signed, dated *Feb 1971* and dedicated *For Ishibashi Omedetou* on the reverse
acrylic and watercolour on paper

71.2 by 51.2 cm.

28 1/16 by 20 3/16 in.

£25,000 - 35,000

US\$33,000 - 47,000

€29,000 - 40,000

This work is identified with the interim identification number of SF71-1025 in consideration for the forthcoming *Sam Francis: Catalogue Raisonné of Unique Works on Paper*. This information is subject to change as scholarship continues by the Sam Francis Foundation.

Provenance

Teruo Ishibashi Collection, Japan (acquired directly from the artist in 1971)

Acquired directly from the above by the present owner





THREE IMPORTANT WORKS BY JEAN DUBUFFET

LOTS 2 - 4

Mire G 13 (Bolivar) vibrates with a frenetic energy, the bold reds, yellows and blues drawing the viewer across the canvas in a dazzling melange of colour. This series, *Mire*, created between 1983 and 1984, was one of Jean Dubuffet's last and marks a culmination of his entire career that would see him radically re-think the previously established definition of art and make him one of the most important and influential artists of the Post-War period.

Mostly self-taught, Dubuffet did not enter the art scene until his forties when he had already had a successful career as a wine merchant. From the beginning, Dubuffet immediately questioned the conventions that had defined art to that point, turning to the work of children, the mentally ill and previously untapped cultures as inspiration for a new way of seeing and an entirely new aesthetic which he would come to champion. Known as *Art Brut*, this approach saw Dubuffet tackle a variety of subjects across a slew of different media from the conventional to the unprecedented.

The *Mire* series, using the verb *mirar* meaning 'to look' or 'to see', marks a significant change in Dubuffet's output. Following a period in the 1960s and 1970s when Dubuffet captured the frantic hubbub of Post-War Parisian life his works became increasingly psychological and less figurative. During this period, Dubuffet began to delve into how people view subjects differently, and particularly through the lens of *Art Brut*, the differences in how individuals assign meaning to objects and scenes. This led him to expand upon his use of distinct cells, as he had done throughout his oeuvre, to isolate figures and images from any narrative or larger surrounding.

This continues with his *Mire* works, with even their title questioning what it means to view an object or painting, and here any figuration begins to further break down leaving a rhythmic, kaleidoscopic jumble of colours and forms. There is a raw, vigorous, childlike dynamic to the paint, clearly

stemming from Dubuffet's fascination with *Art Brut*, yet it is also supremely confident with rapid dashes and layers of paint in interlocking patterns on a large scale, causing the viewer to be completely ensconced in its captivating strokes and colours. The works from this series are each subtitled, in this case 'Bolivar', and in others 'Boléro' or 'Kowloon', but with no further indications to draw from these titles only provide vague associations to a culture or time. As such, each viewer will have a unique interpretation that will oscillate and develop making *Mire G 13 (Bolivar)* a quintessential product of Dubuffet's study as to how we understand, interpret and absorb images. The importance of these works was immediately recognised and in 1984 works from the *Mire* series were displayed in the French Pavilion at the Venice Biennale. Soon after his death in 1985, a major exhibition of his late work was shown at the Galerie Nationale du Jeu de Paume, Paris in which lot 2 was exhibited.

In addition to *Mire G 13 (Bolivar)* the auction includes two other works by Dubuffet, all completely fresh-to-market having been in the same esteemed private collection for over two decades, which together represent three integral moments in his career: *Pinède* a rare work from 1943 captures his early forays into art, *Corps de Dame* from 1950 is from one of his most iconic series that would question entirely the prescribed definition of beauty and finally *Mire G 13 (Bolivar)* where his bright, energetic brushstrokes cause us to question how we interpret art entirely, leaving us further entranced on each additional viewing.

Left page

Portrait of Jean Dubuffet in Venice, 1956
© Arnold Newman/Getty Images

PROPERTY FROM AN ESTEEMED PRIVATE COLLECTION

2 * AR

JEAN DUBUFFET (1901-1985)

Mire G 13 (Bolivar)

1983

signed with the artist's initials and dated 83
acrylic on paper laid on canvas

136.5 by 100.5 cm.
53 3/4 by 39 9/16 in.

£180,000 - 250,000
US\$240,000 - 330,000
€210,000 - 290,000

Provenance

Pace Gallery, New York
Waddington Galleries Ltd., London (acquired from the above in 1984)
Private Collection, London
Waddington Galleries Ltd., London
Acquired directly from the above by the previous owner in 1993
Thence by descent to the present owner

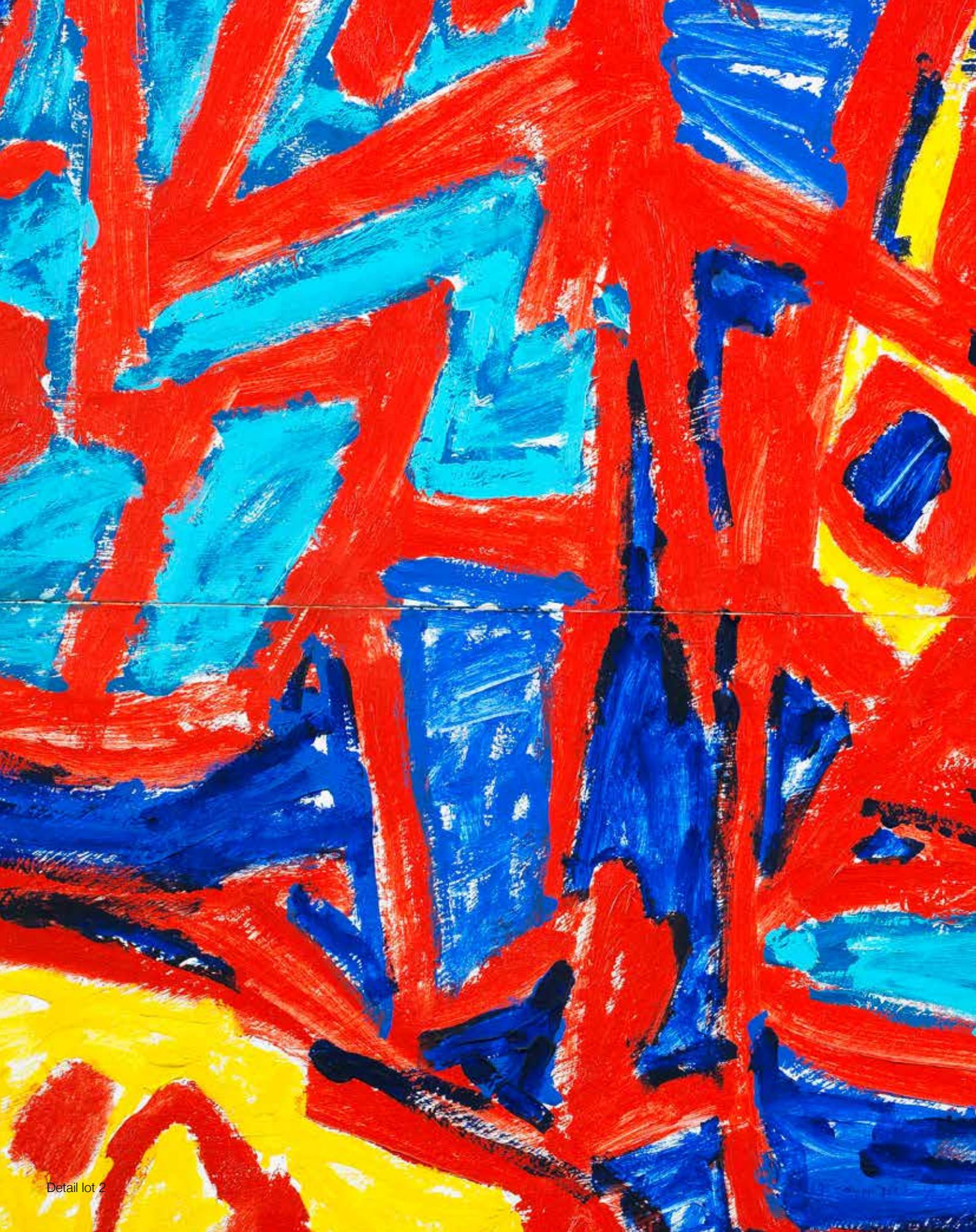
Exhibited

London, Waddington Galleries Ltd., *Jean Dubuffet*, 1985, p. 10, no. 7, illustrated in colour
Paris, Galerie Nationale du Jeu de Paume, *Jean Dubuffet: les dernières années*, 1991,
p. 184, no. 164, illustrated in colour

Literature

Max Loreau, *Catalogue des travaux de Jean Dubuffet, Fascicule XXXVI: Mires*, Paris 1988,
p. 11, no. 8, illustrated in black and white







PROPERTY FROM AN ESTEEMED PRIVATE COLLECTION

3 * AR

JEAN DUBUFFET (1901-1985)

Corps de Dame

1950

signed and dated 1950

ink on paper

27.1 by 21.2 cm.

10 11/16 by 8 3/8 in.

£50,000 - 70,000

US\$67,000 - 93,000

€57,000 - 80,000

Provenance

World House Galleries Corp., New York

Galeria Bonino Ltd., New York

Galerie Baudoin Lebon, Paris

Hirschl & Adler Galleries, Inc., New York

Michelle Rosenfeld Inc., Fine Arts, New Jersey

Pace Gallery, New York

Michelle Rosenfeld Gallery, New York

Richard Gray Gallery, Chicago

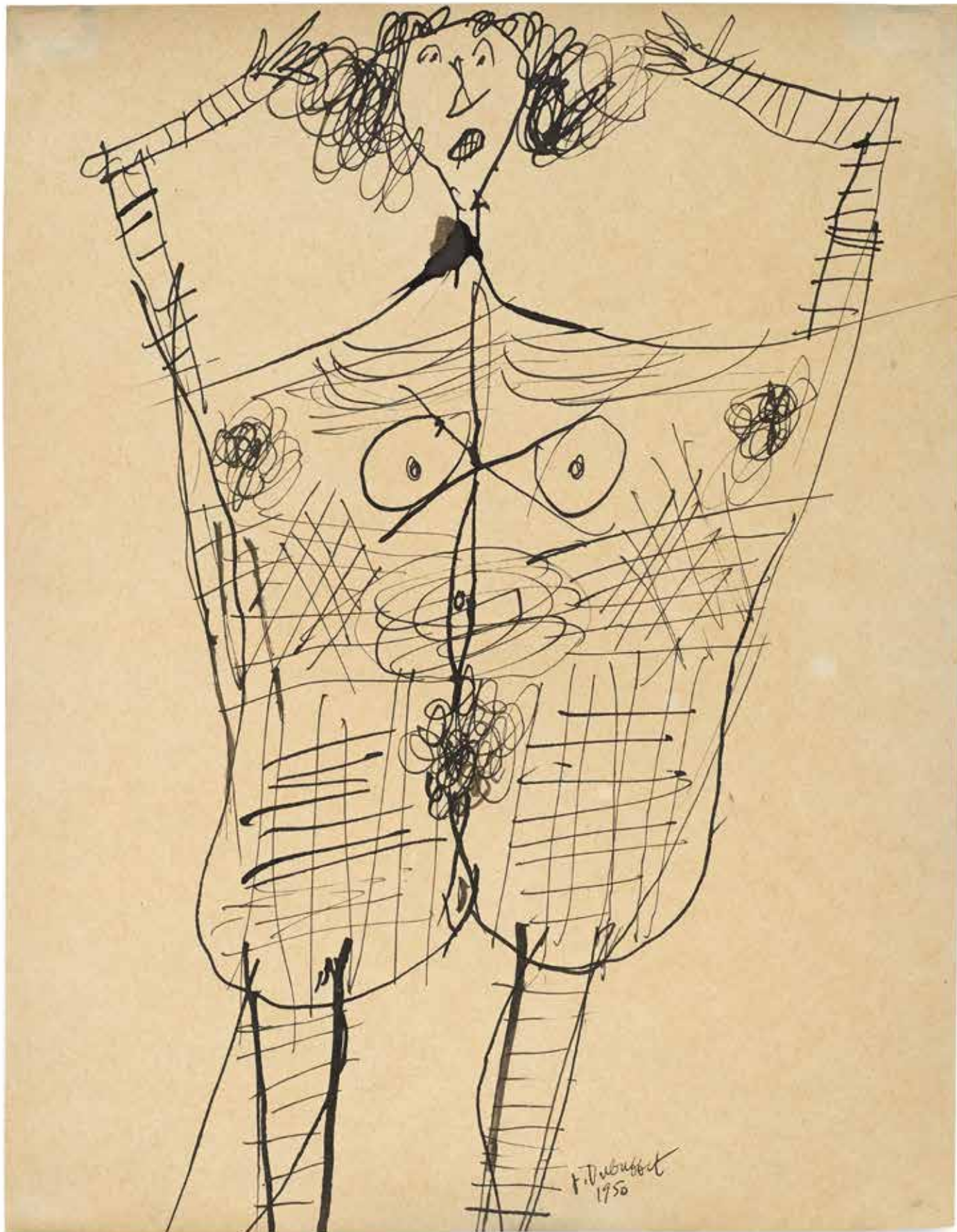
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Literature

Max Loreau, *Catalogue des travaux de Jean Dubuffet, Fascicule VI: Corps de dames*,

Paris 1965, p. 102, no. 171, illustrated in black and white



PROPERTY FROM AN ESTEEMED PRIVATE COLLECTION

4 * AR

JEAN DUBUFFET (1901-1985)

Pinède

1943

signed, dated *VII. 43* and inscribed *Cassis*
gouache and pencil on paper

15.4 by 25.3 cm.
6 1/16 by 9 15/16 in.

£20,000 - 30,000
US\$27,000 - 40,000
€23,000 - 34,000

Provenance

Olivier le Corneur, Paris
Galerie Baudoin Lebon, Paris
Waddington Galleries Ltd., London
Acquired directly from the above by the previous owner in 1993
Thence by descent to the present owner

Literature

Max Loreau, *Catalogue des travaux de Jean Dubuffet, Fascicule I: Marionnettes de la ville et de la campagne*, Paris 1966, p. 70, no. 92, illustrated in black and white



5 *

KEY HIRAGA (1936-2000)

Girl Embracing a Butterfly

1961

signed and dated 67 in English; signed and titled in Japanese on the reverse
oil on canvas

116 by 91 cm.
45 11/16 by 35 13/16 in.

£50,000 - 70,000

US\$67,000 - 93,000

€57,000 - 80,000

Provenance

Collection of the artist, Japan

Private Collection, Japan (by descent from the above)

Acquired directly from the above by the present owner

Exhibited

Kanagawa, The Hiratsuka Museum of Art, *The Avantgarde Pop Art by Key Hiraga, the Contemporary Painter*, 2000, p. 18, no. 1, illustrated in colour

New York, Bonhams, *The Spirit of Burai: The Life and Times of Key Hiraga*, 2018, p. 13, no. 18, illustrated in colour (also illustrated on the catalogue cover)

Literature

Paris Burai - Collected Paintings of Key Hiraga, Tokyo 2000, p. 53, illustrated in colour





Key HIRAGA is one of the most compelling artists to emerge from Post-War Japan. With a distinct style, surreal yet figurative, strange yet delicate, his unique vision delivers works that are enthralling and truly singular in their approach. The present work, *Girl Embracing a Butterfly* from 1961, coming to market for the first time, is one of the most significant early canvases ever to appear at auction.

Whilst *Girl Embracing a Butterfly* captures the influence of HIRAGA's youth in Post-War Japan, it also draws comparisons with European trends of the period, notably the work of Jean Dubuffet. Here he employs thick, tactile layers reminiscent of the *shikkui* plaster technique that was used in Japanese construction methods for centuries. From its monochromatic, heavily built-up surface a butterfly and figure emerge, where one ends and the other begins remains a mystery, and despite the subject matter being conventionally beautiful, the rough, reworked surface speaks to the remaining trauma that Japan continued to reckon with during this period. The butterfly, an important symbol in Japanese culture, alludes to transformation and change and the hypnotic ambiguity between the figure and the insect further emphasises this. Meanwhile, the thick, almost organic texture of the work parallels Dubuffet's use of unconventional, sometimes natural materials, which he would carve and sculpt to create paintings

that fundamentally question the prevailing theories of art and painting. The flattening and morphing of the figure also draws influence from Dubuffet's iconic *Corps de Dame* series, notably *The Tree of Fluids* from 1950 in the Tate Collection, London. In these works, both artists deconstruct and question the traditional ideas of beauty and form, a concept that would grip Dubuffet and HIRAGA for the rest of their careers not only in their aesthetic sensibilities but in the subject matter that they chose to memorialise.

Born in Tokyo in 1936, HIRAGA's early childhood played out in the shadow of World War II and the rebuilding that followed. An autodidact, he was raised primarily by his aunt who owned a restaurant catering to the local geisha clientele, which would prove influential on his lifelong fascination and depiction of nightlife and people living on the societal fringes. He initially shirked an artistic pursuit in order to study economics at university and only after he graduated would he turn to art and begin creating works, such as *Girl Embracing a Butterfly*, that would help to very quickly establish his reputation at home and abroad. In 1965 one of his works was acquired by MoMA, New York and was also included in the travelling exhibition *New Japanese Paintings and Sculpture* that visited eight major US museums from 1965 to 1967. During the same period, he won the National Young Artists Grand Prix, which provided the grant that would allow him to move to Paris, where he would live for the following decade.

In Paris, he not only associated with the Japanese ex-patriate community that had developed there, notably with the artist Toshimitsu Imai, but also with more established figures in the art world, with Pablo Picasso said to have attended his gallery openings. Following in the footsteps of many artists before him, he took up residence in the Pigalle district of Paris, known for being the location of the infamous cabaret club the Moulin Rouge. As the artist himself described, life in Paris was a 'culture shock' but once assimilated the debauchery and characters of the Pigalle would become enduring themes in HIRAGA's oeuvre for the rest of his life. He returned to Japan in the late 1970s, where he lived in an artistic commune of sorts in Hakone near Tokyo and where a museum of his work was established in 2000 shortly before his death. As his place in the artistic canon continues to be re-examined, he has since been the subject of several exhibitions at home and abroad with works such as *Girl Embracing a Butterfly* demonstrating his distinct and captivating vision.

Above

Key HIRAGA, *Study for Girl Embracing a Butterfly*, 1961
 Courtesy Private Collection, Japan

Right page

Detail of the present work



6

TOSHIMITSU IMAI (1928-2002)

Untitled

1971

signed and dated 71; signed twice, dated 1971 and inscribed *Paris* on the reverse
oil and mixed media on canvas

130 by 100 cm.

51 3/16 by 39 3/8 in.

£20,000 - 30,000

US\$27,000 - 40,000

€23,000 - 34,000

Provenance

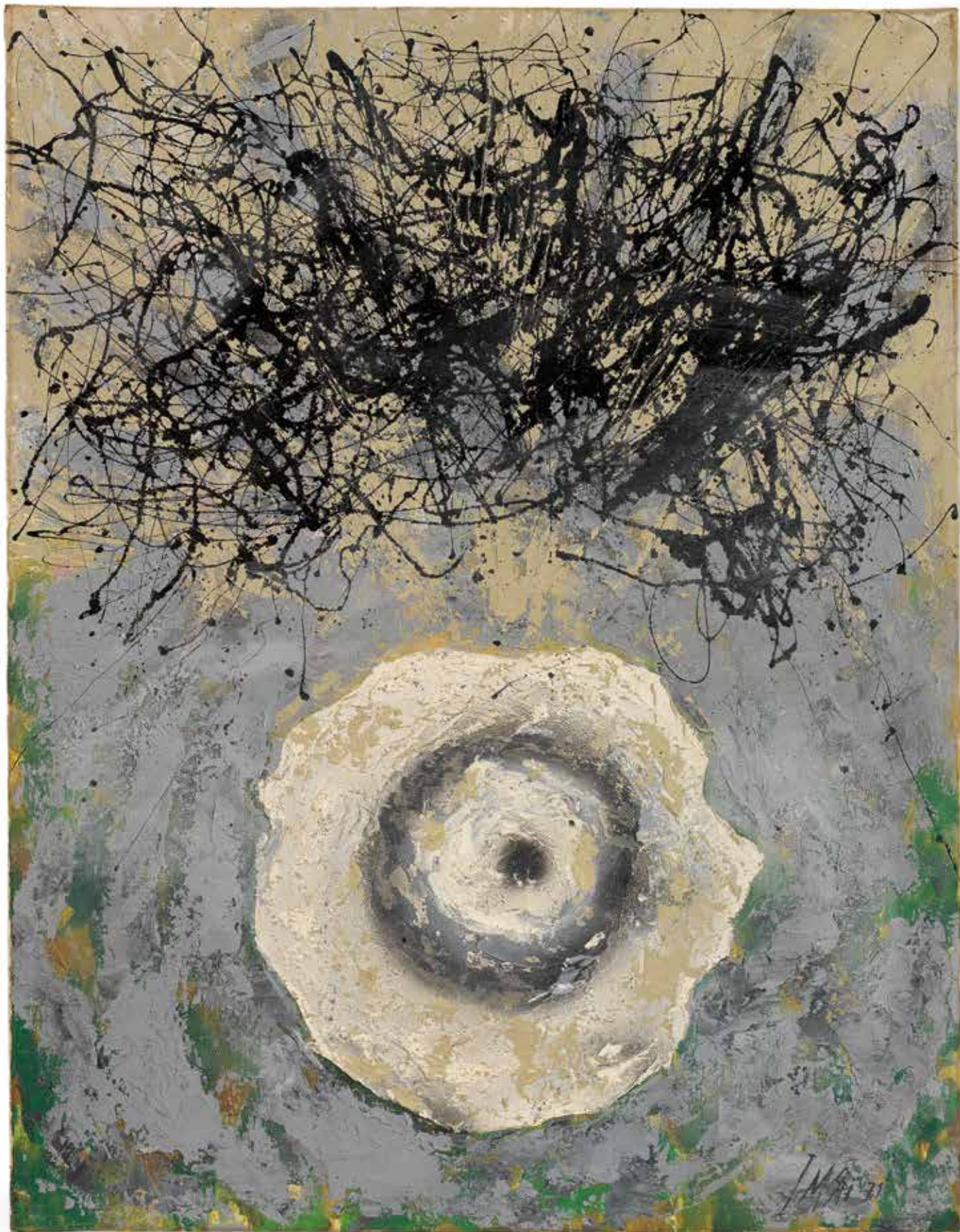
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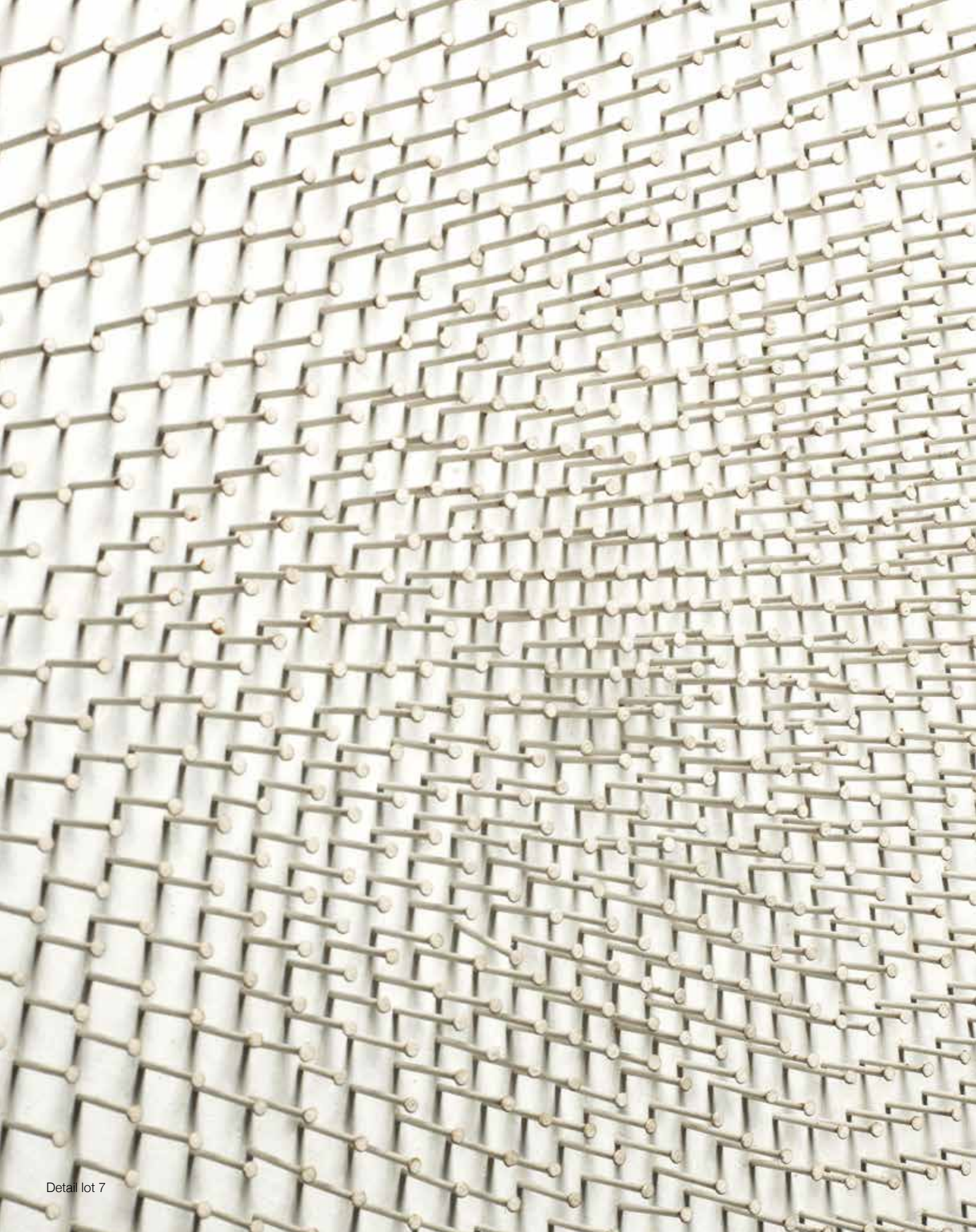
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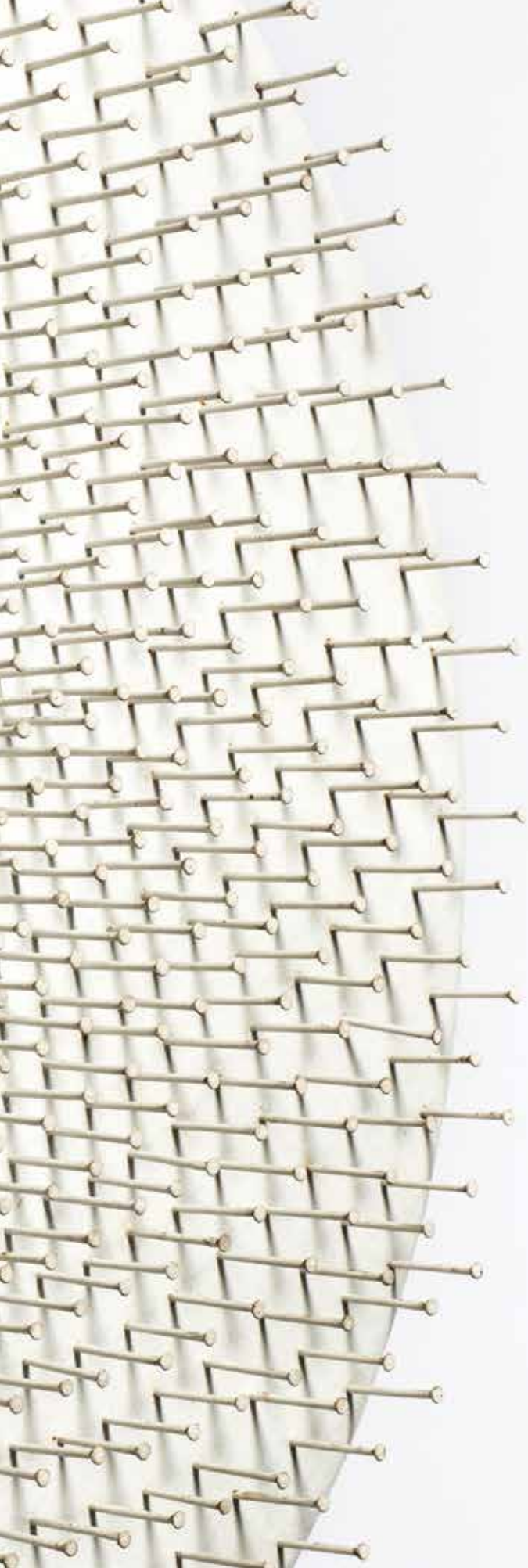
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Reverse of the present work







A RARE MOTORISED WORK BY
GÜNTHER UECKER

LOT 7

7 AR °

GÜNTHER UECKER (B. 1930)

Lichtscheibe

1967

signed, titled and dated 67 on the reverse
nails and acrylic on canvas laid on board with electric motor

68 by 68 by 16 cm.
26 3/4 by 26 3/4 by 6 5/16 in.

£350,000 - 550,000
US\$470,000 - 730,000
€400,000 - 630,000

This work is registered in the *Uecker Archiv*, Dusseldorf, under no. GU.67.103.

Provenance

Private Collection, Rhineland
Private Collection, Rhineland
Artax Kunsthandel KG., Dusseldorf
Acquired directly from the above by the present owner

Born from a deep desire to radicalise artistic expression, *Lichtscheibe* from 1967 is an outstanding example from the most innovative period of Günther Uecker's career. Coming to auction for the first time, this motorised work shows the ingenuity and beauty evident in Uecker's works during this confident, creative phase that would ultimately lead to his inclusion in Documenta, Kassel in 1968 and his appointment as one of the representatives of the German Pavillion at the 35th Venice Biennale in 1970.

Having joined the still relatively young *ZERO* Group in 1961, the movement founded in 1957 by Heinz Mack and Otto Piene, Uecker spent much of the 1960s in an environment of radical artistic change, invention and stimulation. Together they strove for an artistic *tabula rasa*, removing themselves from the shock and pessimism of the years following World War II and the resulting pictorial sentimentality which grew from

this period. *ZERO* broke with established artistic conventions and transformed their creative landscape using motors, light, metal, flying balloons, nails and fire, taking inspiration from the likes of Lucio Fontana and his ground-breaking treatment of the canvas. At the same time, movements with similar conceptual and aesthetic ambitions such as Holland's *Nul*, Italy's *Azimuth* and Japan's *Gutai* sprouted around the globe and offered a fertile environment of inspiration and discourse amongst artists.

Having been exposed to Yves Klein's monochromes in the late 1950s, Uecker was soon inspired to use pure, monochromatic white surfaces that enhanced the effects of light and imbued the works with meditative and spiritual undertones. In 1957, in a similar act of dedication to the use of white, Uecker also devoted himself to the use of nails, a medium that is now synonymous with his practice. He began by hammering







thousands and thousands of nails into everyday objects such as furniture, musical instruments and TV screens, honing the immense technical skills necessary to render these hypnotic and virtuosic compositions. Symbols of building, rebuilding even, were intensely powerful in Post-War Germany. Equally, as an act of iconoclasm against the tradition of representative and religious art history that had so dominated the Western tradition, by reclaiming the nail from its associations with 'The Passion of Christ', Uecker was making a radical statement regarding the future of art as being divorced from its past.

Uecker's developments and discoveries made in this formative period are noticeable in the confident execution and skilled use of material in *Lichtscheibe*, which comes from one of his most sought after series. In a tremendous physical effort, the artist hammered hundreds of nails into the circular wooden board, before giving them a uniform white coating. Starting at one point of the composition, the artist placed one nail after another, creating intricate patterns and an enthralling composition that reaches into the world of the spectator. A

kinetic work, the disc has been affixed to an engine allowing the disc to rotate, rendering a hypnotic dance of light and shadow. Standing far from the wall, with its proud, protruding nails, the work has a sculptural quality further emphasized by its mobile nature. When viewing the work spin, one feels a certain innate tension between the pull of time passing and the meditative, spellbinding trance of the spiralling nails. The limitlessly shifting composition makes the spectator more than an onlooker but an active participant, simply by observing the forever undulating reliefs from different angles and bearing witness to and being moved by the permanent process of change.

In *Lichtscheibe*, centrifugal patterns spiral outwards akin to a Fibonacci sunflower, tricking the mind with dizzying swirls of painted metal. The edges of the circular disk are rounded, blurring the transition from artistic ground to the world around it, inviting us to draw comparisons to natural phenomena: the beauty of a field of flowers or the movement of the sun. A master of optical manipulation, Uecker compared the interplay of the nails and light to that of a sundial, which is furthered by the motion of the work. Yet, there is also a psychological undertone to it, creating something beautiful using materials that only years before had been used to seal houses and protect families during the war.

Over the many decades of his artistic production, Uecker has received numerous awards and is collected and admired internationally. He participated in Documenta, Kassel three times (1964, 1968, and 1977) and at the Venice Biennale in 1970. The artist's work is included in some of the most esteemed international institutions including Tate Modern, London, MoMA, New York, the Centre Georges Pompidou, Paris and the Hamburger Bahnhof, Berlin amongst many others. In the recent retrospective of the *ZERO* group in 2014-2015 at the Solomon R. Guggenheim Museum, New York an entire room was dedicated to Uecker's kinetic light works. Originating from one of the artist's most dynamic, creative and coveted periods, the present work demonstrates his truly ground-breaking approach and remains both urgent and vital today.

Above

Günther Uecker in his studio (Atelier), 1986

© bpk / Ingrid von Kruse

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Left page

Detail of the present work

8 AR

HENK PEETERS (1925-2013)

62-10B

1962

partially titled *62-10* on the overlap and with the artist's studio stamp three times
on the stretcher and on the overlap
silver thread on canvas

81.3 by 76.2 cm.

32 by 30 in.

This work was executed in 1962.

£22,000 - 35,000

US\$29,000 - 47,000

€25,000 - 40,000

This work is registered in the *Henk Peeters Archive*, The Hague, under no. 62-10B.

Provenance

Gerardo Filiberto Dasi Collection, Rimini

Labs Gallery Modern & Contemporary Art, Bologna (acquired from the above in 2013)

Acquired directly from the above by the present owner

Exhibited

San Marino, IV Biennale Internazionale d'Arte, *Oltre l'informale*, 1963, p. 130, illustrated in black and white
(incorrect orientation)

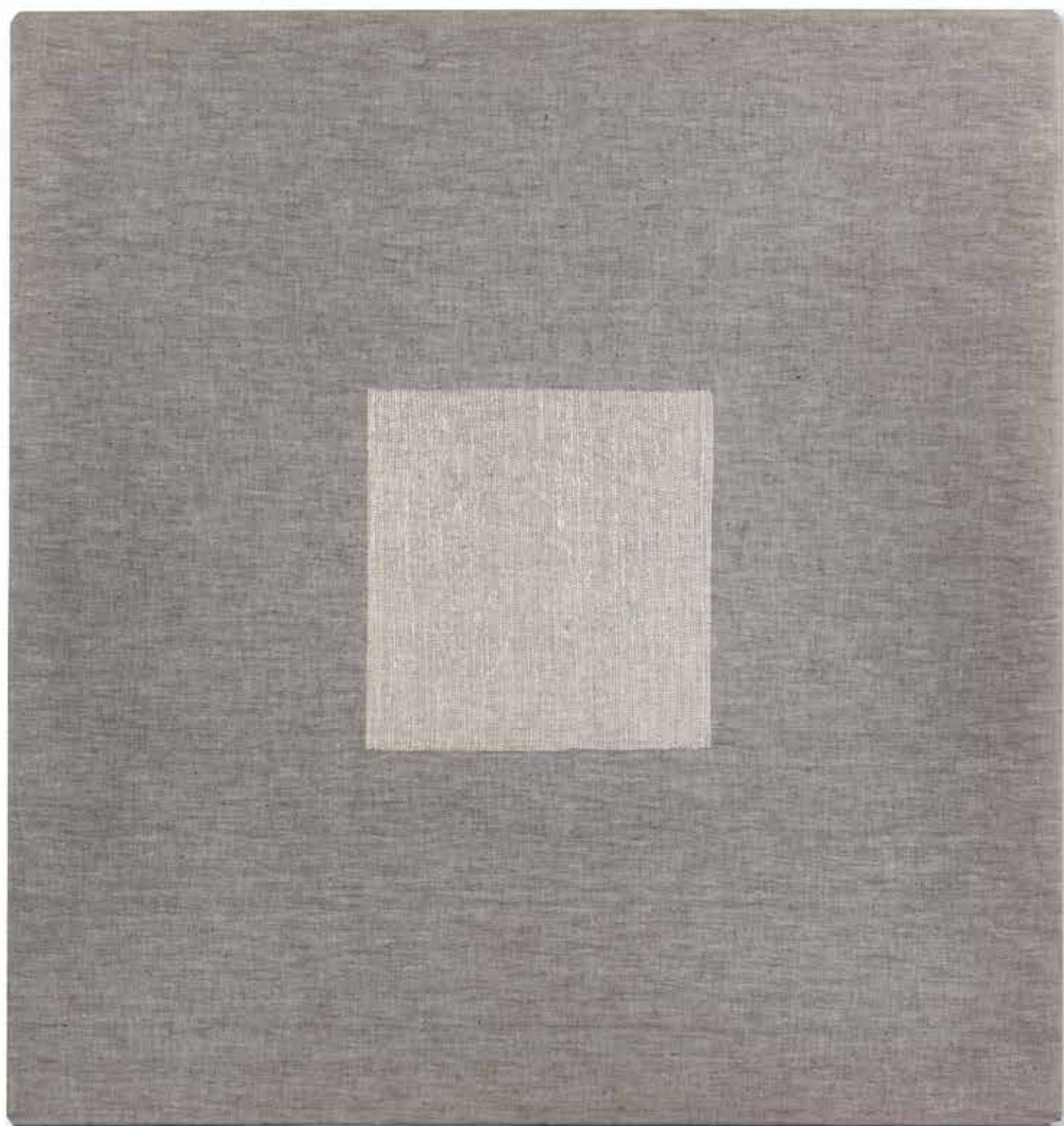
Milan, Galleria Christian Stein, *ZERO avanguardia: 1965-2013, 2013-2014*, p. 158, illustrated in colour

London, Cortesi Gallery, *Atmosfera Zero: Great Expectations #2*, 2015, n.p., no. 20, illustrated in colour

Bologna, Raccolta Lercaro, *BILDUNG. Arte contemporanea tra esperienza e conoscenza*, 2017

Literature

Tijs Visser Ed., *Henk Peeters: from nul to zero*, Dusseldorf 2015, p. 210, illustrated in black and white







g AR

RAYMOND HAINS (1926-2005)

Seita

1970

signed, titled, dated 1970 and inscribed *Il est recommandé de fermer avant de frotter l'allumette*
on the inside of the work
lamine, sandpaper and paint on wood

93.5 by 80 by 49.5 cm.

36 13/16 by 31 1/2 by 19 1/2 in.

£28,000 - 38,000

US\$37,000 - 51,000

€32,000 - 43,000

Provenance

Private Collection, Milan

Acquired directly from the above by the present owner *circa* 2000







A MONUMENTAL COMPRESSION BY
CÉSAR

LOT 10

PROPERTY FROM AN IMPORTANT PRIVATE NORTH AMERICAN COLLECTION

10 * AR TP

CÉSAR (1921-1998)

Shock Red 165

1998

signed and dated 98
compression of painted car

165 by 80 by 80 cm.
64 15/16 by 31 1/2 by 31 1/2 in.

£100,000 - 150,000

US\$130,000 - 200,000

€110,000 - 170,000

This work is registered in the *Archives Denyse Durand-Ruel*, Paris, under no. 5630.

Provenance

Private Collection, Europe (acquired from the artist)

Sale: Sotheby's, Paris, *Art Contemporain, Vente du Jour*, 8 December 2010, Lot 175

Acquired directly from the above by the present owner

Exhibited

Milan, Fondazione Mudima; Dijon, Le Consortium Centre d'Art Contemporain, *César: la Suite Milanaise*, 1998-1999, p. 82, illustrated in colour, p. 83, illustrated in colour and p. 85, illustrated in colour
Paris, Fondation Cartier pour l'Art Contemporain, *César: Anthologie par Jean Nouvel*, 2008, p. 140, illustrated in colour and p. 146, illustrated in colour (detail)

Literature

Bernard Blistène, *César: La Rétrospective*, Paris 2017-2018, pp. 204-205, illustrated in colour (installation view)





César's *Shock Red 165* from 1998 is one of the final works of the French sculptor's career belonging to one of his most acclaimed series, a culmination of his radical approach that would make him one of the most celebrated and thought-provoking artists of the Twentieth Century. The present work, a glittering liquid red compression of a Fiat Marea, is the final synthesis of the artist's practice that would see him reassess the definition of sculpture and redefine the role of the artist entirely. Having been widely exhibited, the present work comes to market following inclusion in the retrospective honouring the tenth anniversary of the artist's death at the Fondation Cartier pour l'Art Contemporain, Paris in 2008 and having also been included in the catalogue for the critically acclaimed recent exhibition of César's work at the Centre Georges Pompidou, Paris.

Along with his fellow *Nouveaux Réalistes* César sought to incorporate everyday objects into his practice and began to re-examine the role of the readymade. Starting in the early 1960s César was captivated by the new metal compressors being used in the junk yards of Paris, which led him to create sculptures out of old cars hand-selected from the Parisian scrap yards. His *Compression* works, arguably some of the most celebrated in his oeuvre, would be a consistent motif of his career as he began to experiment with a variety of materials and finishes. They also provided the spark for various other series including his *Expansions*. Works from various *Compression* series are now included in museum collections globally, including MoMA, New York, the Tate Collection, London, and the Centre Georges



Pompidou, Paris and in 1995 César presented a 520-tonne block of *Compression* works at that year's Venice Biennale.

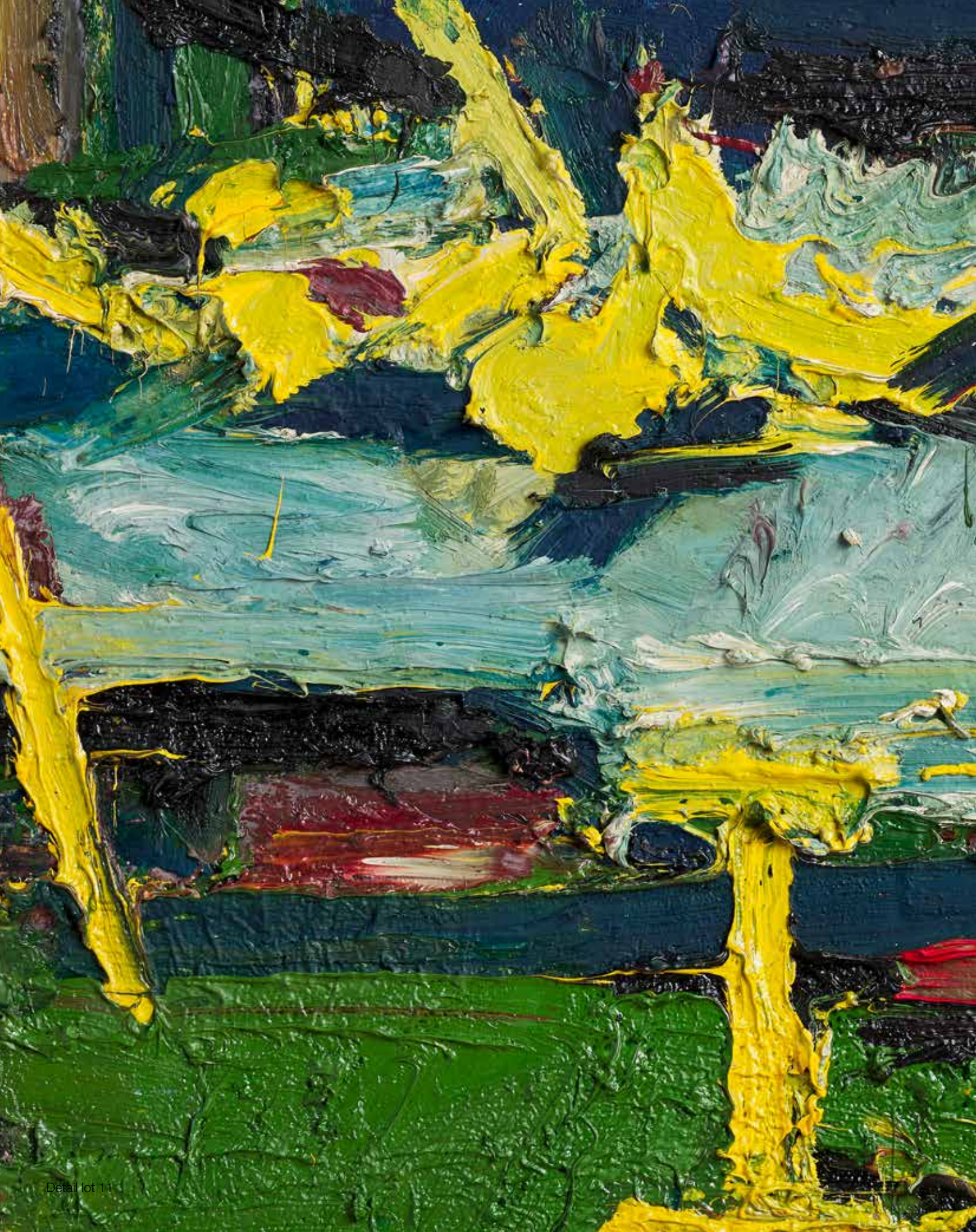
As César's practice developed, so did his choice of readymade objects culminating in the *Suite Milanaise* series, in which the present work is included. Made from the chassis of fifteen freshly produced Fiats plucked off of the production line, they are the ultimate readymade. After being compressed they are then painted in various monochromatic shades: each shiny, luscious, almost dripping with rich colours. Despite the seeming violence and random nature of their execution, there is a delicacy to them, a softness in the folds and ripples of their surface. The works were initially presented together in a rainbow display of compressions in the final exhibition of the artist's life at

the Fondation Cartier, standing totem-like as capstones to the artist's career. *Shock Red 165*, a quotidian vehicle transformed into a gleaming, monumental work of art, is the epitome of César's practice which would see him meld art and everyday objects to indelibly change art for generations to follow.

Above

Exhibition view of César: Anthologie par Jean Nouvel (including the present work), Fondation Cartier pour l'Art Contemporain, Paris, 2008
© Laziz Hamani

© SBJ / ADAGP, Paris and DACS, London 2018



An abstract painting by Frank Auerbach, characterized by thick, expressive brushstrokes. The composition is dominated by a palette of teal, green, and yellow, with prominent streaks of vibrant red and dark, almost black, tones. The texture is highly tactile, with visible ridges and valleys of paint. The overall effect is one of intense energy and emotional depth.

AN EXTRAORDINARY PAINTING BY
FRANK AUERBACH

LOT 11

PROPERTY FROM THE ESTATE OF MICHAEL HOBBS OAM, SYDNEY

11 * AR

FRANK AUERBACH (B. 1931)

Figure on a Bed II

1967

oil on board

60 by 80 cm.

23 5/8 by 31 1/2 in.

This work was executed in 1967.

£800,000 - 1,200,000

US\$1,100,000 - 1,600,000

€910,000 - 1,400,000

Provenance

Marlborough Fine Art Ltd., London (no. LOL FA124)

Michael Hobbs OAM Collection, Sydney (acquired directly from the above in 1967)

Thence by descent to the present owner

Exhibited

Sydney, The Art Gallery of New South Wales, 1968, work on loan to the museum

Paddington, Villiers with Marlborough Fine Art (London) Ltd, *Frank Auerbach*, 1972, no. 31

(incorrectly dated)

London, Hayward Gallery; Edinburgh, Fruit Market Gallery, *Frank Auerbach*, 1978, p. 89,

no. 76, illustrated in black and white

Casula, Casula Powerhouse Arts Centre, *Refugees*, 2016, p. 9, no. 2, illustrated in colour

Literature

Robert Hughes, *Frank Auerbach*, London 1990, p. 167, no. 124, illustrated in black and white

William Feaver, *Frank Auerbach*, New York 2009, p. 262, no. 229, illustrated in colour





Above

Henry Moore, *Reclining Figure*, 1956
University of East Anglia, Robert and Lisa Sainsbury Collection, Norfolk
Reproduced by permission of The Henry Moore Foundation
© Bridgeman Images

Right page

Detail of the present work

What is immediately striking about Frank Auerbach's huge *Figure on a Bed II* from 1967 is the incredible vibrancy of its colour palette which sets the painting ablaze in a cacophony of polychromatic hues. There are swathes of turquoise impasto, enriched with accents of undulating white, as well as lustrous daubs of chromium yellow and heavily textured verdant green, all dramatically juxtaposed with crimson paint squeezed directly onto the work's surface, untroubled neither by brush nor palette knife. The present work, coming to auction for the first time after over fifty years in the same private collection, displays these brilliant colours as fresh and tangibly as if they were applied to the board yesterday. A quintessential example of the significant change in style that began in this period and broadly influenced the rest of Auerbach's seven-decade long career, this work sees him turn away from his early monochromatic paintings of the inhabitants and landscapes of his adopted city of London.



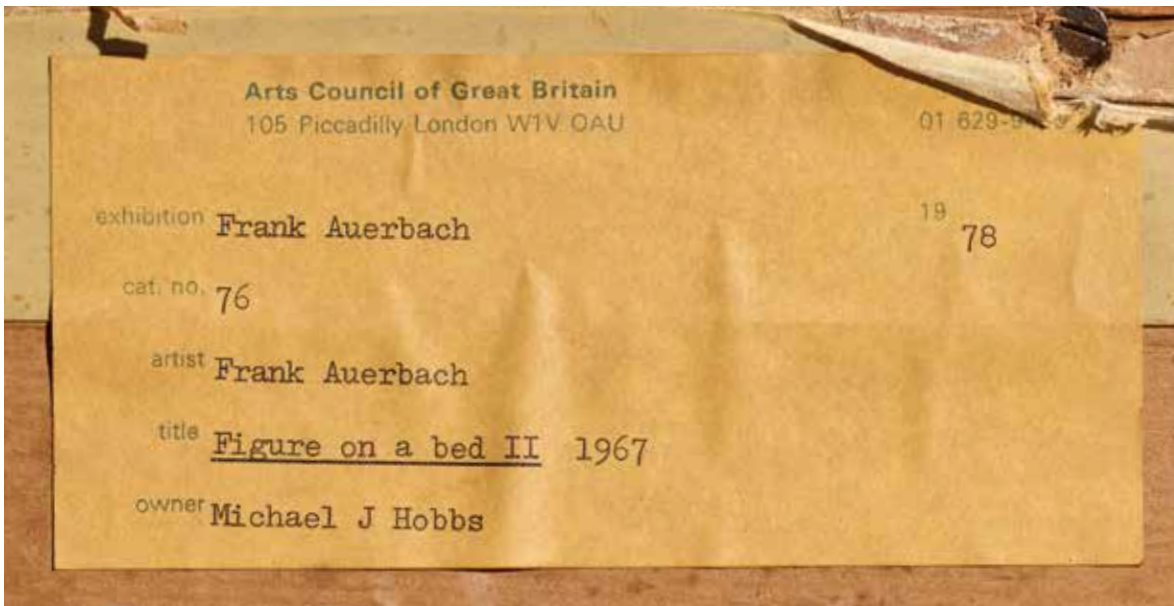
Here, we have an artist who has clearly become confident in his use of and mastery of colour, as fearless in his approach to tonality as he is skilled in his command of the medium. Auerbach's rigorous working practices are well known, his leveraging and coaxing of thick impasto into seemingly impossible sculptural peaks, requires a level of concentration and skill that would surpass most artists. This method was not only labour intensive, a long and slow process formed through the layering, sculpting and manipulation of paint, it was also fraught with its own particular set of problems: namely the ability of the paint to retain its surface tension whilst drying, and its colour without vanishing into a muddy morass. As a result, not every work was an unqualified success and Auerbach, being his own toughest critic, allowed only the very best paintings, such as the present work, to pass from his studio to the gallery.

Auerbach's earliest reclining nudes date back to 1953 and survive as intimate and compelling portrayals of Estella Olive West (E.O.W.), initially his landlady and subsequently his lover. Their passionate relationship resulted in some of his most enduring and impactful works and formed the genesis of the present series which was begun in the following decade in 1965. Although the identity of the sitter in *Figure on a Bed II* is not specified, one can infer that E.O.W. is represented here in no less a sensual and compelling rendition than any of his earlier works.

The broadly applied interlocking outlines of the bed and table, sweeping across the composition, form a stage-like platform on

which the sitter is raised. The turquoise bedding seems almost impossibly large, forming a distorted sense of perspective throughout the work which not dissimilar to the complex spatial devices and colour fields employed by Auerbach's contemporary and friend, Francis Bacon. Whilst Bacon's geometric devices convey a sense of intensity and alienation around the figures they frame, Auerbach's are more intimate, and his geometric formatting and thick impastos, initially confound our expectations, before the image slowly begins to reveal itself from the abstracted density of paint. Bacon and Auerbach's friendship is as well documented as is their creative connectivity, both men being members of the so-called *School of London*, an important group of artists, including Lucian Freud, David Hockney, Leon Kossoff and Howard Hodgkin, who were credited with the revitalisation of figurative painting during the second half of the Twentieth Century.

Auerbach's paintings depict only a chosen few sitters, namely E.O.W. during this period, and still only a limited selection of subjects to this day. Through this, there is an intimacy and poignancy to his works, allowing the viewer precious insight into his typically isolated world. Yet, there remains a sense of detachment instilled by the composition and his virtuosic rendering of the subject in only a few carefully chosen strokes. These personal scenes, such as in the present work, draw parallels with the paintings of the American artist Edward



Hopper, whose dedication to realism decades before would undoubtedly resonate with members of the *School of London*. Meanwhile, the sculptural application of paint and the breakdown of the scene into limited yet highly recognisable elements show connections with his contemporary, the sculptor Henry Moore.

Amongst the largest paintings from this period to come to auction *Figure on a Bed II* has been housed in the same private family collection since its execution in 1967. Notwithstanding its inclusion in two prestigious international museum exhibitions of the artist's work, this is only one of only a few occasions that it has been on public view in over fifty years. It featured in Auerbach's first major retrospective at the Hayward Gallery, London in 1978, and letters of correspondence between the organiser and the original vendor demonstrate its importance to the artist by detailing how he personally hand-selected each work to be included. It has also been loaned to the Art Gallery of New South Wales, Australia, as well as two other exhibitions in the region.

Figure on a Bed II from 1967 is a triumphant painting from one of Frank Auerbach's key series and bears all the trademarks one would expect from one of the leading artists of his generation. Executed as a pure clarion call of colour, the paint manipulated into a seemingly impossible landscape of peaks and troughs, the artist has transformed an otherwise humble domestic scene into a timeless vision that drenches the senses.

Above

Label of the *Frank Auerbach* exhibition at the Hayward Gallery in London and at Fruit Market Gallery in Edinburgh in 1978 affixed to the backing board of the present work

Right page

Detail of the present work



12 * AR

ALLEN JONES (B. 1937)

Light Music

1996-1997

signed twice and dated 96 and 96/7 on the overlap
oil on canvas

122 by 127 cm.
48 1/16 by 50 in.

£25,000 - 35,000

US\$33,000 - 47,000

€29,000 - 40,000

Provenance

Acquired directly from the artist by the present owner in 1998

Exhibited

Milan, Fondazione Trussardi, *Allen Jones: Catwalk*, 1998, n.p., illustrated in colour



13 AR

ANTONY GORMLEY (B. 1950)

The Iron Angel of the North seen from the Air
1996

signed, titled and dated '96; signed and variously dedicated on the reverse of the frame
charcoal, carbon, casein and coffee on paper

75.5 by 56.5 cm.
29 3/4 by 22 1/4 in.

£10,000 - 15,000

US\$13,000 - 20,000

€11,000 - 17,000

Provenance

Sale: The Mayfair Ballroom, Newcastle upon Tyne, *Newcastle Breweries Charity Gala Dinner*,
2 October 1997, Lot 7 (donated by the artist)
Acquired directly from the above by the present owner

Exhibited

Gateshead, Shipley Art Gallery, 2008-2009, work on loan to the museum

The Iron Angel of the North seen from the Air is an early rendition of Antony Gormley's most important and iconic sculpture the *Angel of the North*. Executed in 1996, two years prior to the gigantic sculpture being installed on the destroyed remains of a former mining colliery, outside of Gateshead, England, the Angel is shown from its northern aspect with the A1 motorway stretching across the composition as it approaches the ancient city of Durham depicted on the horizon line. The artist kindly donated the work to the auction, to benefit the Newcastle Breweries Charity, which he also attended, and where he added the personalised inscription to the backing board.

5/12/27



The two legs of the bird were for the air stream. C



14 AR

ANTONY GORMLEY (B. 1950)

Vector

1995

signed, titled and dated '95 on the reverse
carbon and casein on paper

29.8 by 41 cm.
11 3/4 by 16 1/8 in.

£7,000 - 10,000
US\$9,300 - 13,000
€8,000 - 11,000

Provenance

Galerie Xavier Hufkens, Brussels

Acquired directly from the above by the present owner



15 AR

ANTONY GORMLEY (B. 1950)

Body X
2011

signed, titled, dated 2011 and inscribed *for Curaball* on the reverse
carbon and casein on paper

76.5 by 56 cm.
30 1/8 by 22 1/16 in.

£12,000 - 18,000
US\$16,000 - 24,000
€14,000 - 21,000

Provenance

Sale: Twentieth Century Theatre, London, *The Special Yoga Centre's 6th Annual Art Auction*, London, 15 May 2012 (donated by the artist)
Acquired directly from the above by the present owner

16 * AR

RACHEL WHITEREAD (B. 1963)

Model III

2006

plaster, wood and aluminium, in eight parts

21 by 40 by 20 cm.

8 1/4 by 15 3/4 by 7 7/8 in.

This work was executed in 2006.

£60,000 - 80,000

US\$80,000 - 110,000

€68,000 - 91,000

Provenance

Galleria Lorcan O'Neill, Rome

Private Collection, USA

Acquired directly from the above by the present owner

Exhibited

Rome, Galleria Lorcan O'Neill, *New Sculptures and Drawings*, 2007

London, Saatchi Gallery, *Post Pop: East meets West*, 2014-2015, p. 86, illustrated in colour

Rachel Whiteread's works, such as *Model III* from 2006, are imbued with a transformative quality that infuses the everyday with a sublime poetry. Made of the simplest industrial materials they render tangible the typically invisible negative space surrounding an object. Whether large or intimate and domestic, they are suffused with a significance and beauty that transcends the humble materials from which they are formed, marking the artist as one of our most important and relevant contemporary sculptors.

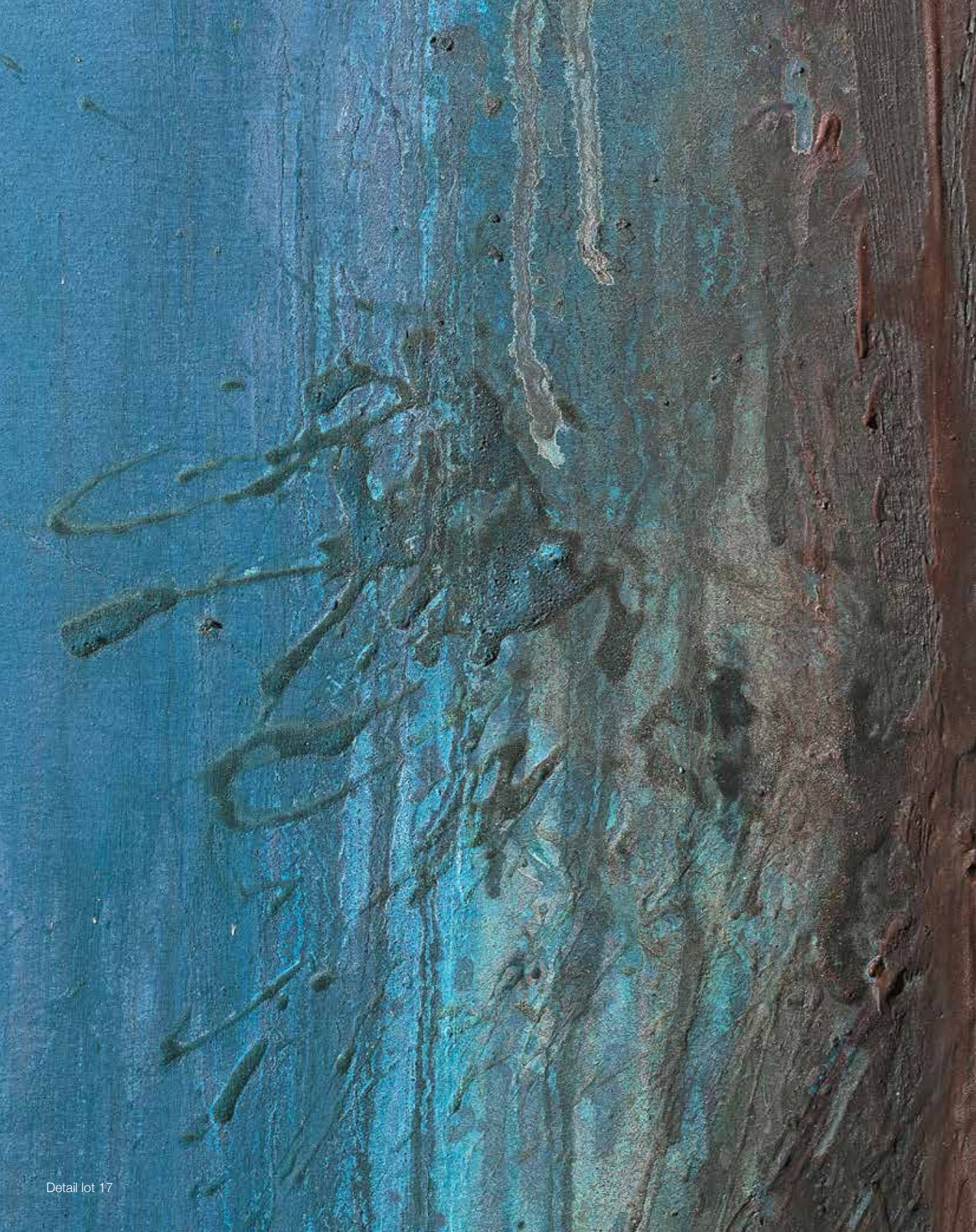
Executed from plaster, aluminium and wood, *Model III* is from a series of small-scale sculptures whose individual components are evocative of a traditional still life. However, the seven seemingly familiar forms positioned here on a shelf, ghost-like in terms of form and tone, are suggestive rather than intentionally representational, and invite contemplation from the viewer. In capturing and solidifying the intangible, Whiteread's works are a reflection on the architecture of form and the metaphysical space that lies beyond it.

Whiteread is best known and recognised for *House*, a monumental concrete cast of the interior of a condemned Victorian terrace house, in East London, a work which saw her receive the accolade of being the first ever female Turner Prize winner in 1993. She has also represented Great Britain at the Venice Biennale in 1997, and has been celebrated in solo exhibitions at the Museo Nacional Centro de Arte Reina Sofía, Madrid, the Serpentine Gallery, London and the Deutsche Guggenheim, Berlin. In 2001 Whiteread was invited to produce a work for the fourth plinth in London's Trafalgar Square and the subsequent sculpture, entitled *Untitled Monument*, was cast from transparent resin as the gigantic inverse of the plinth that supported it. Late last year, Whiteread was the subject of a critically acclaimed career retrospective at the Tate Britain, London, which will travel to the National Gallery of Art, Washington D.C., this autumn.









An abstract painting by Arnulf Rainer, featuring a dark, textured left side and a vibrant, multi-colored right side. The colors include yellow, orange, red, and blue, with visible brushstrokes and splatters. The overall composition is dynamic and expressive.

AN IMPRESSIVE PAINTING BY
ARNULF RAINER

LOT 17

PROPERTY FROM A DISTINGUISHED PRIVATE EUROPEAN COLLECTION

17 ART P

ARNULF RAINER (B. 1929)

Kreuz

1991-1992

oil on board, in the original frame

187.3 by 129 cm.

73 3/4 by 50 13/16 in.

This work was executed in 1991-1992.

£100,000 - 150,000

US\$130,000 - 200,000

€110,000 - 170,000

This work is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Galleria Arte92, Milan

Acquired directly from the above by the present owner in 2007

Exhibited

Milan, Galleria Art92, *Arnulf Rainer*, 2006-2007, p. 41, illustrated in colour (installation view) and p. 49, illustrated in colour





mid-1950s. His preoccupation with religious theories and practices runs through much of his work with the cross playing a significant role in his oeuvre. Rainer tried to avoid outright religious connotations, instead, the distinctly shaped paintings show some of the artists most dogged pursuits towards the creation of a new visual language.

Rainer's work is driven by a desire to re-contextualise the symbol, push past the limits of traditional imagery and capture extreme emotion. He draws inspiration and stimulation from the same questions of presence and representation that would have occupied his religiously motivated predecessors. An iconoclast in much of his work, Rainer annexed the subject of the cross from a variety of viewpoints, theological, art historical and personal, drawing amongst others on the chromatic splendour and agelessness of works by Fra Angelico and Giotto.

A perfect melange of colour, energy and spirituality, *Kreuz* from 1991-1992 triggers both sentiments of ecstasy and tranquillity; all reminiscent of a religious experience. Honed through years of practice and fuelled by obsession, Rainer propels the colour onto the board at speed, often surpassing the set parameters of the sacred shape. He creates thick, textured outbursts and translucent streams of blues, like waterfalls, plummeting into the abyss. The distinct choice of warm yellows, vibrant hues of azure and a thickly textured claret invites our mind to wander into the familiar realms of mythology, whilst staying true to Rainer's expressionistic ambitions. Within the familiar confines of the shape of *Kreuz*, there is a tension at play between form and abstraction, iconography and painterliness.

A perennial art school dropout, Arnulf Rainer's inimitable style results from him consistently rejecting the mainstream. Despite his non-conformist approach, major museums and collectors soon validated his singular, provocative influence. Exhibitions at the Documenta 6 in 1977, the Venice Biennale in 1978 and retrospectives at the Centre Georges Pompidou, Paris and the Solomon R. Guggenheim Museum, New York, have long cemented his standing amongst some of the most stimulating figures in Contemporary Art. Today, his 'cross' paintings can be found in the permanent collections of institutions such as the Stedelijk Museum, Amsterdam, MoMA, New York and the Tate Collection, London.

Throughout his life, Rainer experimented with a large number of different cross shapes, even inventing a few new ones, all based on the classic *crux immissa*. In the present work, the artist opted for the illusion of a heavy, thick vertical beam and a comparatively short horizontal one, tapering down slightly and creating an effective stage for the paint to drip freely, reminding us ever so slightly of the human form, Jesus Christ and our own inevitable mortality. The cross is inseparably entwined with European history and as such, its artistic value and potential cannot be overstated.

Born in 1929 in Baden, near Vienna, Arnulf Rainer approached the ubiquitous symbol of the cross for the first time in the

Coming to auction for the very first time, *Kreuz* presents a rare opportunity to acquire one of the artist's most iconic and haunting images.

Above

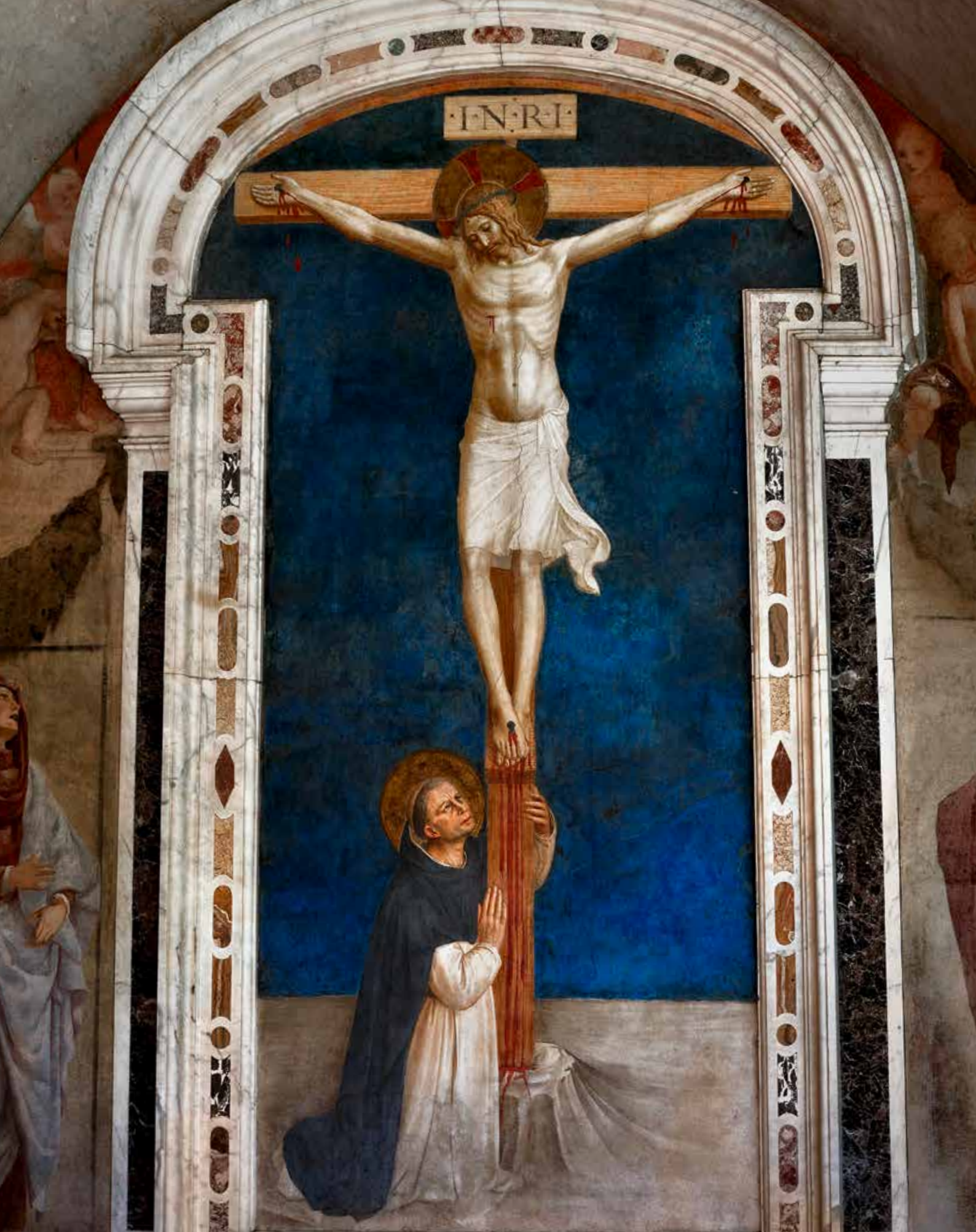
Reverse of the present work

Right page

Fra Angelico, *Saint Dominic Adoring the Crucifixion*, 1441-1442

Museo del Convento di San Marco, Florence

© Peter Horree / Alamy Stock Photo



18 AR

KATHARINA GROSSE (B. 1961)

Untitled

2001

signed and dated *2001* on the reverse
acrylic on canvas

120 by 90 cm.
47 1/4 by 35 7/16 in.

£20,000 - 30,000

US\$27,000 - 40,000

€23,000 - 34,000

Provenance

Sale: TIPI - Das Zelt am Kanzleramt, Berlin, *Benefiz - Kunst- Auktion zugunsten der Berliner Aids-Hilfe*, 1 October 2006, Lot 40 (donated by the artist)
Private Collection, Germany (acquired from the above)
Acquired directly from the above by the present owner





A RARE AND EARLY WORK BY
CARL ANDRE

LOT 19

19

CARL ANDRE (B. 1935)

14 Steel Row

1968

hot rolled steel, in 14 parts

Each: 0.5 by 75 by 20 cm.
3/16 by 29 1/2 by 7 7/8 in.

Overall: 0.5 by 75 by 280 cm.
3/16 by 29 1/2 by 110 1/4 in.

This work was executed in 1968.

£250,000 - 300,000

US\$330,000 - 400,000

€290,000 - 340,000

This work is accompanied by a certificate of authenticity issued by the artist.

This work will be included in the forthcoming Catalogue Raisonné being prepared by *The Carl Andre and Melissa L. Kretschmer Foundation*, New York.

Provenance

Galerie Heiner Friedrich, Munich

Sabine Knust Collection, Munich

Annemarie Verna Galerie, Zurich

Donald Young Gallery, Chicago

Barbara Gladstone Gallery, New York

Acquired directly from the above by the previous owner

Thence by descent to the present owner

Exhibited

Munich, Galerie Heiner Friedrich, 1968



Kazimir Malevich, *Suprematist Composition: Airplane Flying*, 1914-15

Museum of Modern Art, New York

DIGITAL IMAGE © 2018, The Museum of Modern Art/Scala, Florence



A seminal, early work, *14 Steel Row* from 1968, comes from Carl Andre's pioneering period during which the artist would see a meteoric rise in his recognition and influence. Within only five years of his first solo exhibition, and two years after the present work was executed, Andre would be the subject of a retrospective at the Solomon R. Guggenheim Museum, New York, which would firmly establish his reputation and importance.

Born in 1935 in Massachusetts, Andre studied art at the Phillips Academy, Andover before completing his military service. He lived and worked briefly in New York in the late 1950s, where he reacquainted himself with his school-fellow Frank Stella, before working as a freight brakeman on the Pennsylvania Railroad until 1964. The rhythmic geometry of rail tracks and their ability to be interlocked together interchangeably resonated with Andre for the rest of his career. The railroad's use of industrial materials, most notably hot rolled steel of the variety seen in the present work, would also prove significant.

Stemming from a reaction against the ubiquity of *Abstract Expressionism* that dominated the American art scene for much of this period, the *Minimalists* including Andre aimed to bring conceptual rigour and a more intense focus on form to art that would be absent of any sign of human touch, emotion or expression. These works were intended to exist in the space of the viewer and were placed throughout the rooms they occupied: abutting and protruding from walls, rising in corners and, as in the present work, floating freely and proudly in the centre of the space. Standing and walking on the works, an act that until that point would have been considered outrageous, was also encouraged. Whilst devoid of the painterly finish of his contemporaries, the surface of Andre's works remained a vital element. Though made of slick, industrial, mechanical materials,

the surfaces were intended to age and naturally weather in an act wholly separate from the artist yet an intentional characteristic of the work's nature.

Here, fourteen hot rolled steel tiles are presented in a row, placed against the long edge of each tile. With no proscribed order or pattern, the work differs upon each installation with its effect and presence further influenced by the type of floor, placement within a room, or point of view of the spectator. When installed, the work is monumental, extending almost three meters in length, a remarkably confident product of Andre's conceptual machinations that had begun in earnest only three years prior to the execution of the present work and that would continue for more than four decades.

14 Steel Row was exhibited in 1968 at one of the artist's earliest ever solo exhibitions hosted by Galerie Heiner Friedrich in Munich. Friedrich, a highly influential gallerist and collector in his own right, would go on to establish the Dia Art Foundation in New York in 1973, which remains an authority on *Minimalism*. Following *14 Steel Row's* acquisition by the previous collector, the work has remained in the same private family collection for a generation, only now coming to public view for the first time.

Fifty years on, how truly radical works such as *14 Steel Row* are can be hard to appreciate, with Andre now a museum main stay with his works a vital holding in collections such as the Tate Collection, London, MoMA, New York and the Stedelijk Museum, Amsterdam amongst many others. Yet, they inspired a transformative and profound change in the definition of art, the role of the artist and the art-viewing experience. Considered the first 'post-studio' artist, Andre's practice, particularly the early works such *14 Steel Row*, mark a clear shift in the art historical canon that still resonates today.



Alternative view of the present work







TWO WORKS BY
PIER PAOLO CALZOLARI

LOTS 20 - 21

20 AR

PIER PAOLO CALZOLARI (B. 1943)

Untitled

1973

signed and dated 1973 on the reverse
salt, lead, iron, plastic, nut, wax and paper laid on board

31.5 by 41 by 11 cm.
12 3/8 by 16 1/8 by 4 5/16 in.

£18,000 - 25,000

US\$24,000 - 33,000

€21,000 - 29,000

This work is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Galleria Gentili, Florence

Acquired directly from the above by the previous owner

Thence by descent to the present owner

A central figure in the Italian Post-War movement *Arte Povera*, Pier Paolo Calzolari's works, such as lots 20 and 21 from 1973-1974, are unique in their approach; maintaining a dialogue with past art historical traditions whilst also exploring a new type of art using unconventional, non-traditional materials to create a concept and aesthetic that had never been seen before.

Born in Bologna in 1943, Calzolari spent most of his childhood in Venice where, like generations of artists before him, he was enthralled by the magical Venetian light, which became an enduring element of his oeuvre. He returned to Bologna in the mid-1960s where he staged his first exhibitions before travelling to the United States. He would participate in the Venice Biennale on three separate occasions and was included in Documenta IX, Kassel in 1992. He has also been the subject of major solo exhibitions at the Galerie Nationale Jeu de Paume, Paris and the Castello di Rivoli, Turin.

Arte Povera meaning 'poor art' was coined by Germano Celant in 1967 due to the group's penchant for atypical materials, rejecting the art historical traditions that had come before them, particularly in Italy where priority was given to oil and fresco paintings and marble sculpture. The group, which included the artists Jannis Kounellis, Michelangelo Pistoletto, Alighiero Boetti, Giuseppe Penone, Giovanni Anselmo, Marisa Merz and Mario Merz, explored the use of a wide variety of previously untapped materials such as lead, tobacco, salt and nuts as in the present works. *Arte Povera's* influence would be felt around the globe, with parallel movements developing in Japan's *Mono-ha* movement as well as strains of post-*Minimalism* and *Conceptual Art* in the United States.

Calzolari has spent much of his career exploring the use of light, a pursuit that undoubtedly grew out Calzolari's time spent in Venice. In studying light, one naturally begins to think about

fire, and many of Calzolari's works, including the present two, involve the use of candles. Yet, the works don't require an active, burning candle; rather, the candles have been previously evident, leaving whispers of smoke and drippings of wax, alluding to their burning light. Whilst candles are one of the oldest light sources, Calzolari also employs neon, a relatively new invention in the early 1970s, that produce a constant glow of colour. Yet neon, like candle light, is not easily constrained, casting a halo glow of neon that reflects on the world around it filling the space with a steady hum. Neon, like fire, can assert its presence without being there at all. It is this ability to play with intangible materials, that allows Calzolari to bridge the gap between the material and immaterial creating works that are ethereal, temporal and mysterious.

There are also allusions to the ancient past in these two works. A fascination with alchemy, the ancient protoscience that saw mankind try to grasp the formula for liquid gold or eternal life, would inspire Calzolari's choice of materials. Here we see materials known for their use in alchemical formulas: the vestiges of fire, salt, lead, tobacco leaves and the shells of nuts. The use of candles as part of the production, sees a connection with Italy's rich Catholic tradition, with many of his candles coming directly from parish candle suppliers. Equally, lot 21 places tobacco leaves above two horizontal neon tubes, suggesting inverted angel wings above a pseudo altar.

Bridging the gap between the past and future, the tangible and elusive, Calzolari's works explore the newly liberated definition of art whilst keeping ties to history. The two present works, coming to market for the first time, are singular examples of *Arte Povera's* ground-breaking approach that produced works that are captivating, thought-provoking and profoundly unique.



21 AR

PIER PAOLO CALZOLARI (B. 1943)

Untitled

1973-1974

tobacco leaves, neon, candles, wax and metal

Installation overall: 105 by 145 by 12 cm.

41 5/16 by 57 1/16 by 4 3/4 in.

This work was executed in 1973-1974.

£45,000 - 65,000

US\$60,000 - 87,000

€51,000 - 74,000

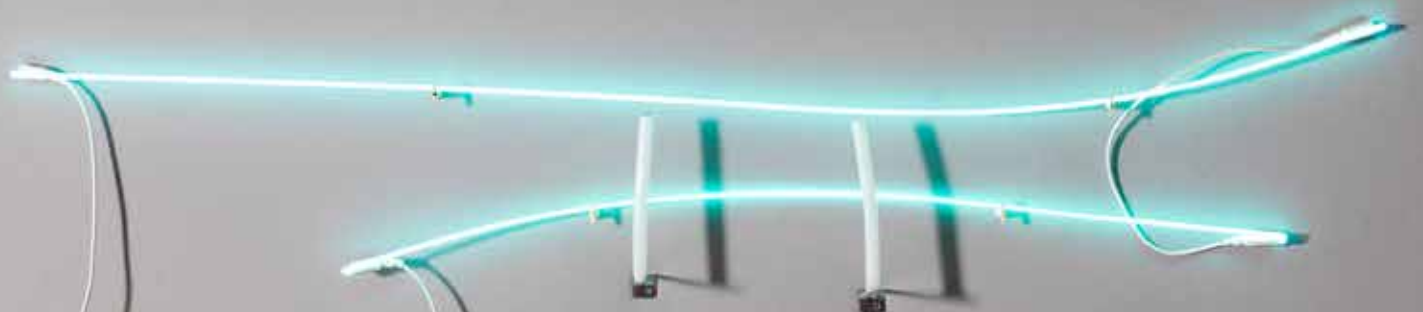
This work is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Galleria Gentili, Florence

Acquired directly from the above by the previous owner

Thence by descent to the present owner



22 AR

MICHELANGELO PISTOLETTO (B. 1933)

Testa con foulard

1982

signed, titled, dated 1982 and inscribed *N. 175 a colori, particolare di donna di schiena con foulard in testa* on the reverse
silkscreen on mirror-polished stainless steel

40 by 40 cm.

15 3/4 by 15 3/4 in.

This work is unique.

£55,000 - 75,000

US\$73,000 - 100,000

€63,000 - 86,000

Provenance

The Edna and Stanley Tuttleman Collection, Pennsylvania

Acquired from the above by the present owner



Gerhard Richter, *Betty*, 1988

Saint Louis Art Museum, St. Louis

© Gerhard Richter 2018 (0136)



23 * AR

ALBERTO BURRI (1915-1995)

Catrame I

1949

oil and tar on canvas

53 by 46 cm.

20 7/8 by 18 1/8 in.

This work was executed in 1949.

£100,000 - 150,000

US\$130,000 - 200,000

€110,000 - 170,000

This work is registered in the *Fondazione Palazzo Albizzini*, Città di Castello, under no. 4938.

Provenance

Edgardo Mannucci Collection, Rome

Galleria Il Segno, Rome

Private Collection, Italy

Galleria Valente Arte, Finale Ligure

Private Collection, Italy

Private Collection, Italy (acquired from the above)

Sale: Bonhams, London, *Post-War & Contemporary Art*, 1 July 2015, Lot 6

Acquired directly from the above by the present owner

Exhibited

L'Aquila, Castello Cinquecentesco, *Alternative attuali, Omaggio a Burri, Retrospettiva antologica 1948-1961*, 1962, no. 2

Parma, Galleria d'Arte Niccoli, *Alberto Burri 1946-1966, 1993-1994*, p. 33, illustrated in colour

Prato, Museo Pecci, *Burri e Fontana: 1949-1968*, 1996, p. 97, no. 2, illustrated in colour

Rome, Palazzo delle Esposizioni; Munich, Lenbachhaus; Brussels, Palais des Beaux-Arts, *Burri: Opere 1944-1995, 1996-1997*, p. 146, illustrated in colour

Fukuyama, Museum of Art; Osaka, The National Museum of Art, *Afro, Burri, Fontana*, 2002, p. 77, no. 23, illustrated in colour

Cherasco, Palazzo Salmatoris, *I Grandi Maestri della pittura internazionale, da Picasso a Fontana*, 2003, p. 89, illustrated in colour

Literature

Cesare Brandi and Vittorio Rubiu, *Burri*, Rome 1963, p. 186, no. 29, illustrated in black and white
Fondazione Palazzo Albizzini Ed., *Burri, contributi al catalogo sistematico*, Città di Castello 1990, p. 22, no. 47, illustrated in colour

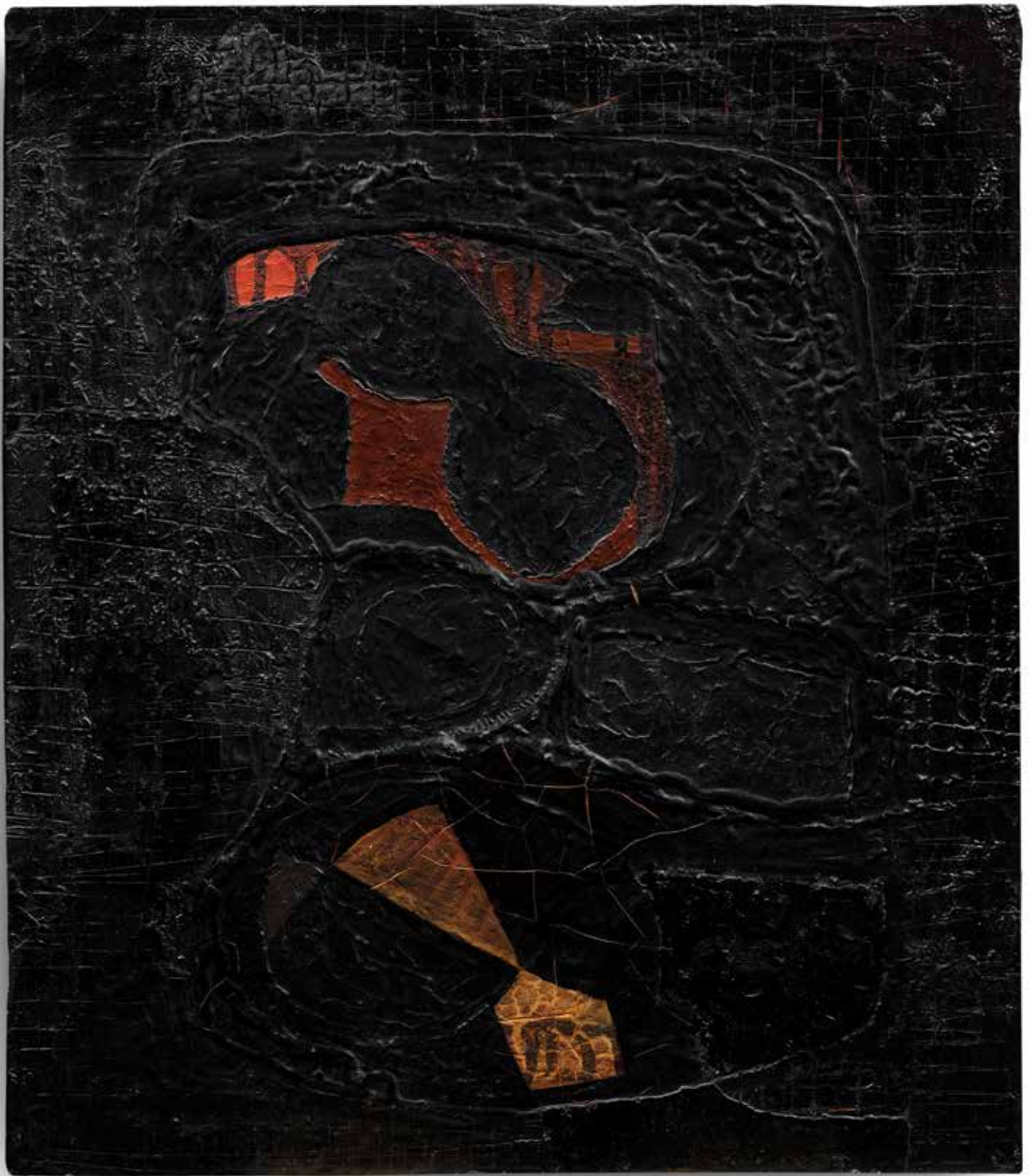
Richard W. Gassen Ed., *Kunst im Aufbruch: Abstraktion zwischen 1945 und 1959*, Ostfildern-Ruit 1998, p. 166, illustrated in colour (incorrect artist name)

Massimo De Sabbata, *Burri e l'informale*, Florence 2008, p. 263, illustrated in colour

Miriam Mirolla, Guido Zucconi and Rita Scrimieri Eds., *Arte del 1945-2001*, Milan 2007, p. 29, no. 8, illustrated in colour

Bruno Corà Ed., *Alberto Burri: Catalogo generale. Pittura 1945-1957. Tomo I*, Città di Castello 2015, p. 65, no. 65, illustrated in colour

Rita Olivieri and Chiara Sarteanesi Eds., *Alberto Burri: Catalogo generale. Repertorio cronologico 1945-1994. Tomo VI*, Città di Castello 2015, p. 36, no. i4938, illustrated in colour



Alberto Burri's influence has long been recognised and following a critically acclaimed exhibition at the Solomon R. Guggenheim Museum, New York in 2015, his reputation as one of the most significant artists of the Twentieth Century has been firmly cemented.

Catrame I from 1949 is a seminal work from the most innovative period of Burri's life. As the title, meaning 'Tar I', alludes he combines the traditional technique of oil paint on canvas with thick tar. He adroitly handles the viscosity of the tar to develop the fascinating forms seen here, further etching sharp lines into it once it had dried and solidified, adding sculptural texture to the slick, glossy surface. Scanning its complex landscape of soft, sinuous contours, its ridges and crevices, a sense of form and space, key tenants of the artist's practice that he explored throughout his life, begin to emerge. It draws us in like a shadow, strange and ambiguous from afar, but on closer inspection a mass of movement and incongruity. Its apparent darkness begins to lift as the light plays across its varied surface, and our eyes are drawn to the vibrant patches of colour which emerge amongst the black, a warm, glowing core at the heart of the composition. Though sometimes ill-defined as being 'poor' materials, there is nothing meagre or modest about *Catrame I*: in fact, it demonstrates Burri's talent for artistic alchemy, transforming the apparently mundane into something almost magical.

A doctor by training, Burri was a medic in World War II which would see him captured by Allied forces and held in a prisoner-of-war camp in Hereford, Texas. In the camp he turned to painting, using the rudimentary materials available to him, such as burlap, which greatly influenced his radical and experimental choice of materials throughout his career. He returned to Italy upon his release in 1946 and, turning away from the political realism that defined much of the art of that period, dove head first into abstraction.

In the winter of 1948-1949 Burri spent a significant amount of time in Paris, visiting the Louvre, meeting Joan Miró, seeing Jean Dubuffet's tar works from the same period and experiencing the exciting atmosphere of the Galerie Denise René. In 1950 he helped to found the group *Gruppo Origine*, who hoped to combat the increasingly decorative nature of current abstraction. Two years later an exhibition organised by Michel Tapié would initiate the formation of *Art Informel* which challenged all that had come before it by using unprecedented materials and taking risks with existing artistic conventions. Artists from across the world began to take notice: in 1953 Robert Rauschenberg visited Burri twice, taking home a number of new ideas that would undoubtedly influence Rauschenberg's *Black Paintings*, which began to appear around the same time.

Catrame I is not about reproduction or recreation of reality, it is rather an example of the production and creation of something entirely new. Its immense exhibition history, being shown internationally in Rome, Brussels and Osaka amongst other locations, demonstrates the significance of the work in Burri's oeuvre. As an early example of Burri's formative abstracts, this work represents a crucial turning point in Twentieth Century abstract art.

Right page

Michelangelo Merisi da Caravaggio, *The Inspiration of St. Matthew*, 1602
San Luigi dei Francesi, Rome
© classicpaintings / Alamy Stock Photo



24 AR

MIMMO ROTELLA (1918-2006)

RAP

1960

signed, titled, dated 1960 and dedicated *A Ester Milano Cimmarusti* on the reverse
déchollage on canvas

66 by 57 cm.
26 by 22 7/16 in.

£22,000 - 35,000

US\$29,000 - 47,000

€25,000 - 40,000

Provenance

Galleria d'Arte Ester Milano Cimmarusti, Bari

Acquired directly from the above by the present owner in 1984

Exhibited

Bari, Galleria d'Arte Ester Milano Cimmarusti, *Mimmo Rotella: collage, déchollage e plastiche*, 1983

Literature

Maurizio Fagiolo Dell'Arco, 'Le "favolose trasformazioni" di Rotella' in *Maestri Contemporanei: Rotella*, No. 8, April 1977, n.p., illustrated in black and white

Germano Celant, *Mimmo Rotella: Catalogo ragionato. Volume primo 1944-1961. Tomo II*, Milan 2016, p. 672, no. 1960 026, illustrated in colour



25 AR

JANNIS KOUNELLIS (1936-2017)

Segnali

1963

signed
industrial paint on card

71.6 by 101.8 cm.
28 3/16 by 40 1/16 in.

This work was executed in 1963.

£50,000 - 70,000

US\$67,000 - 93,000

€57,000 - 80,000

This work is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Galleria La Bertesca, Genoa

Lucio Amelio Collection, Naples

Studio Deambrogi, Milan

Galleria Notizie, Turin

Acquired directly from the above by the present owner *circa* 1975

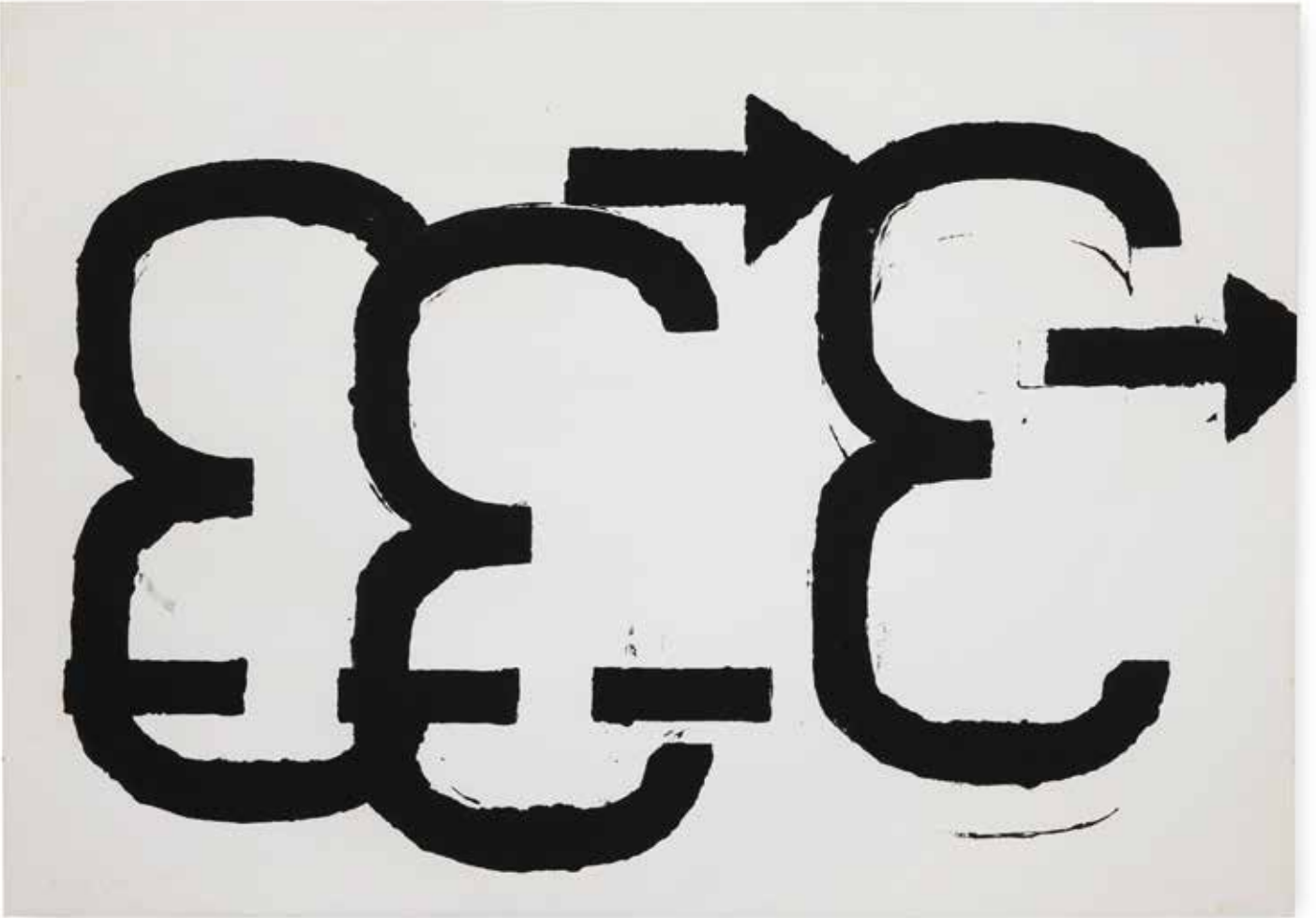
Jannis Kounellis' *Alfabeto* paintings were first created in 1958 whilst the Greek artist was studying at Rome's prestigious Accademia di Belle Arti. That these initial works developed so quickly and confidently into one of Kounellis' most iconic and celebrated series, is a remarkable testimony to his originality and flair.

Characterised by their monochromatic palette, his seemingly random arrangements of stencilled letters, numbers and symbols were lifted from that most ubiquitous of objects, the street sign. Once-familiar road traffic markings were isolated, dismantled and selectively redeployed, forming a new visual language that was recognisably the artist's own.

Often executed in varying states of overlap, repetition and inversion, these black stencils are playfully enigmatic and convey a sense of movement that was entirely absent from their original

context as road safety devices. The present work *Segnali*, translating as signals, witnesses his iconic inverted '3' motifs jostling with each other for space as they fill the composition, the accompanying dashes and arrows emphasizing movement as they start to disappear beyond the work's margins. Although familiar symbols, they ultimately resist meaning once isolated from their original context, and in the process, are infused with an aura of mystery that lifts them beyond the sum of their component parts.

The *Alfabeto* series spans a number of important art historical movements, both referencing prevailing styles and tirelessly anticipating those to come. Whilst the works are abstract in nature, the source material is *Pop*, and the enigmatic nature of symbols hints at conceptualism. Although they owe a debt to the black and white colour palette of Franz Kline and Jasper John's celebrated *Numbers* series, their execution is more





Above

Jasper Johns, *Figure 5*, 1960
Musée National d'Art Moderne, Centre Pompidou, Paris
© Musée National d'Art Moderne, Centre Pompidou, Paris, France
Peter Willi / Bridgeman Images
© Jasper Johns/DACS, London/VAGA, NY 2018

Right page

Detail of the present work

controlled and less gestural than the work of Kounellis' American contemporaries. The artist is more interested in the impersonal mechanics of their reproduction than the dynamics of spontaneous mark making.

In his continued quest for experimentation the artist incorporated found objects in his works, including actual street signs whose text he had deconstructed for the earliest *Alfabeto* paintings. These works were the forerunners of those produced from 1967 when Kounellis became associated with *Arte Povera*, a movement focused on challenging the very hierarchies of artistic media, deploying everyday materials to both champion the universal life-enhancing poetry of contemporary art and to undermine its commodification. In Kounellis' case this meant using coal, wax, burlap, meat, rags and wool, and in perhaps his most famous and daring work he installed a dozen live horses at Galleria L'Attico, Rome, blowing apart the notion of what could be considered art and winning huge critical acclaim at the same time.

Following his first exhibition of works at Galleria La Tartaruga, Rome in 1960, Kounellis work has been shown widely including at Musée d'Art Moderne de la Ville de Paris, the Museum of Contemporary Art, Chicago, the Stedelijk Museum, Amsterdam, the Museo Nacional Centro de Arte Reina Sofia, Madrid, the Museum of Cycladic Art, Athens and the Tate Modern, London. Following the artist's death in 2017, he leaves behind a remarkable legacy of works spanning all the way back to his *Alfabeto* series. It is impossible to understate how important these early masterpieces were to the artist's creative trajectory and explains why they amongst his most sought after works today.





26 AR

CAROL RAMA (1918-2015)

Untitled

1990

signed and dated 1990
watercolour and ink on card

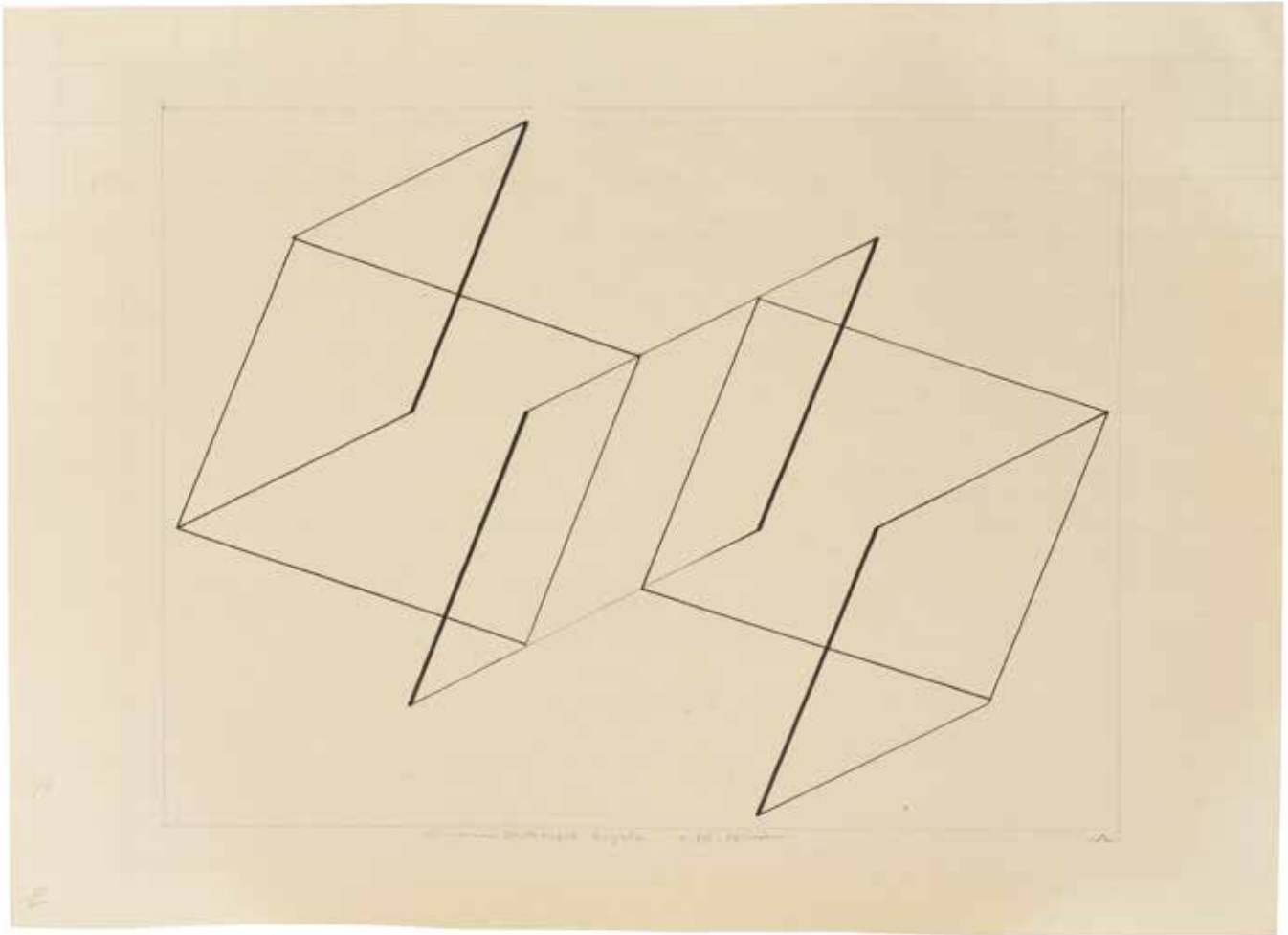
48.7 by 35.8 cm.
19 3/16 by 14 1/8 in.

£4,500 - 6,500
US\$6,000 - 8,700
€5,100 - 7,400

This work is registered in the *Archivio Carol Rama*, Turin, under no. 0733, and is accompanied by a photo-certificate of authenticity.

Provenance

Acquired directly from the artist by the present owner *circa* 1991



27

JOSEF ALBERS (1888-1976)

Untitled (Drawing of a Structural Constellation)
1955

signed with the artist's monogram twice, dated *I.VIII.55*
and dedicated *für meinen Schutzengel Angela*
ink and pencil on paper

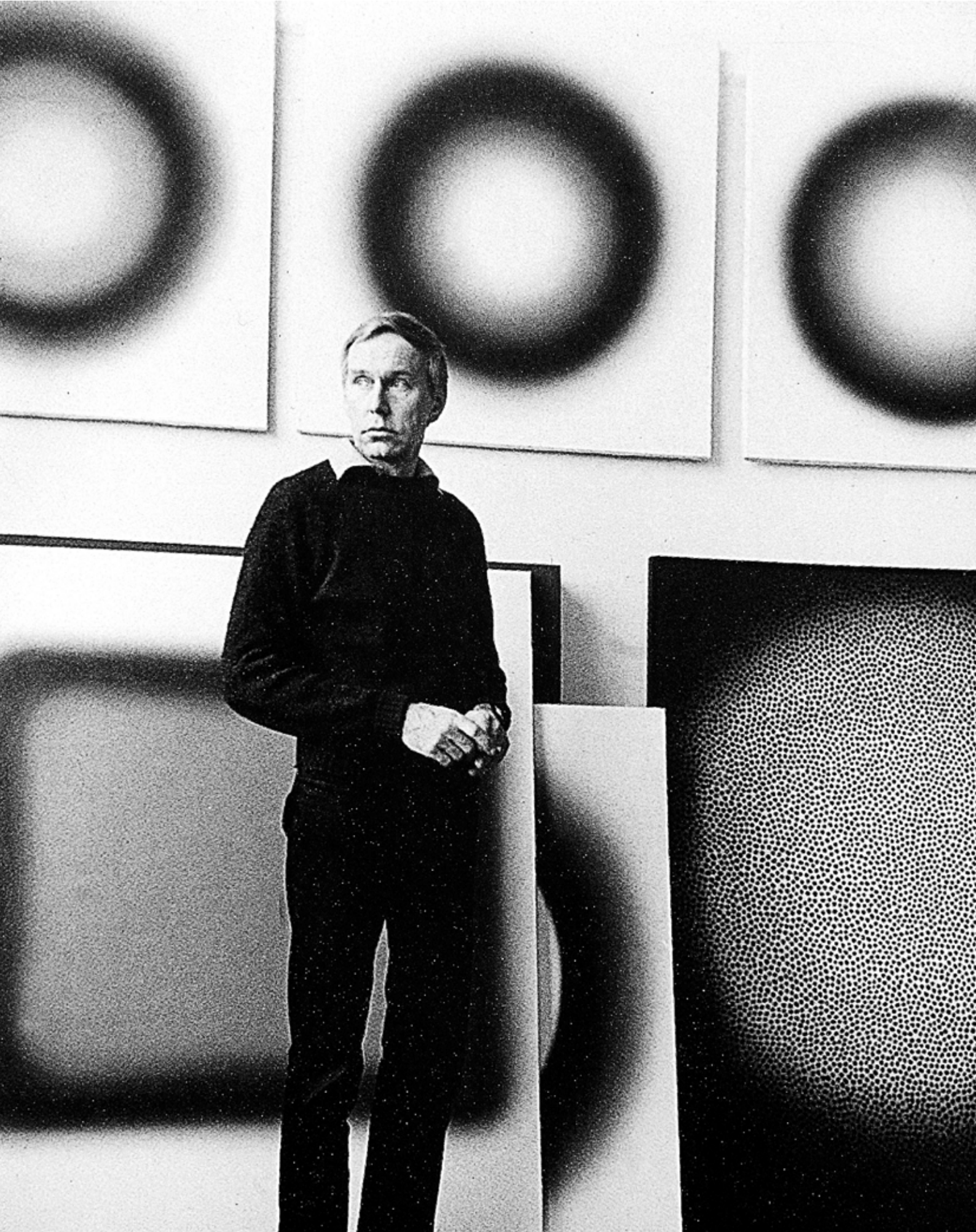
20.3 by 28 cm.
8 by 11 in.

£3,000 - 5,000
US\$4,000 - 6,700
€3,400 - 5,700

This work is registered in the archives of the *Josef and Anni Albers Foundation*, Bethany, Connecticut, under no. JAAF 1955.3.9.

Provenance

Private Collection, Germany (gift from the artist in 1955)
Thence by descent to the present owner



TWO PAINTINGS BY WOJCIECH FANGOR

LOTS 28 - 29

A pioneer of Post-War abstraction and a central figure within the *Op Art* movement, Wojciech Fangor was an early champion of the capabilities of liminal space to inform, challenge, subvert and reinvent perceived artist conventions. Conceived at the very apex of the artist's career, *M60* and *M90*, which date from 1968 and 1967 respectively, emerge as supreme examples of the artist's continuous fascination with how we view and depict light and space.

Fangor's practice encompassed a variety of disciplines; throughout his lengthy and celebrated career he seamlessly transitioned between the occupations of sculptor, graphic artist, architect, and, most prominently, painter. Born in Warsaw, Poland, in 1922, Fangor was classically trained at the city's Academy of Fine Arts, and, as such was subject to the considerable restrictions on aesthetic production brought on by the Soviet Union in the early 1930s. Under strict Communist rule, Fangor originally adopted the prescribed canon of painting in socialist realism, focusing on figuration and setting aside his interest in *Cubism*, *Expressionism* and *Impressionism*. Inclusion in an exhibition in Brussels in 1956 began to broaden his horizons and in the following year he began his earliest explorations into spatial manipulation and the use of illusory effects for which he would become best known.

Fangor's inclusion in the 1961 exhibition *15 Polish Painters*, held at MoMA, New York, spurred a decade of pictorial investigation, one in which the artist would seek to address the "difficult problems of reconciling the flat physical space of the art object, the virtual space of its illusion, and the real space of the viewer in a coherent aesthetic experience" (Margaret Rowell in: Margaret Rowell, *Fangor*, New York 1970, p. 11). The 1960s were arguably Fangor's most prolific years, and those in which *Op Art* would come to dominate the visual narrative of Post-War painting. These immensely fertile years culminated in Fangor's 1970 show at The Solomon R. Guggenheim Museum in New York, the first ever solo exhibition for a Polish artist.

Following this ground-breaking Guggenheim exhibition, Fangor and his wife Magdalena purchased a remote farmhouse with vast acreage in upstate New York. Prominent architect and longtime collaborator of Fangor's, Jerzy Soltan, acquired a neighboring property shortly thereafter. The seclusion of these homes and their open spaces would prove to be liberating for Fangor, who built himself a studio and observatory on the new grounds. Together, Fangor and Soltan fully engrossed themselves in their craft, entertaining visitors and family members who spent time on the property, most notably Soltan's son, Karol, and his wife, Margaret. To commemorate their lasting friendship, Fangor gifted Soltan with a number of exceptional works, including *M60* and *M90*, which come to market for the first time.

In the present works, pigment radiates from a central point oscillating between colours; where one shade ends and another begins remains elusive, causing their surface to almost shimmer under our gaze. A reimagining of the Renaissance technique of *sfumato*, Fangor rejected the use of hard lines in an attempt to depict space and light in a new and revolutionary fashion, creating works where the shapes seem to grow and morph off of the surface. Mesmerising, the works cocoon the viewer in their fluctuating colour fields, pulling us in further with each interaction. On public view for the first time in fifty years, these two paintings are prime examples of the artist's singular style that would make his works captivating, dynamic and influential even half a century after their creation.

Left page

Wojciech Fangor in Paris, 1964
Courtesy of Magdalena Fangor

28 * AR

WOJCIECH FANGOR (1922-2015)

M60

1968

signed, titled and dated 1968 on the reverse
oil on canvas

56 by 56 cm.

22 1/16 by 22 1/16 in.

£65,000 - 85,000

US\$87,000 - 110,000

€74,000 - 97,000

Provenance

Private Collection, Maryland (gift from the artist)

Thence by descent to the present owner



29 * AR

WOJCIECH FANGOR (1922-2015)

M90

1967

signed, titled and dated *1967* on the reverse
oil on canvas

61.2 by 61.2 cm.
24 1/8 by 24 1/8 in.

£65,000 - 85,000

US\$87,000 - 110,000

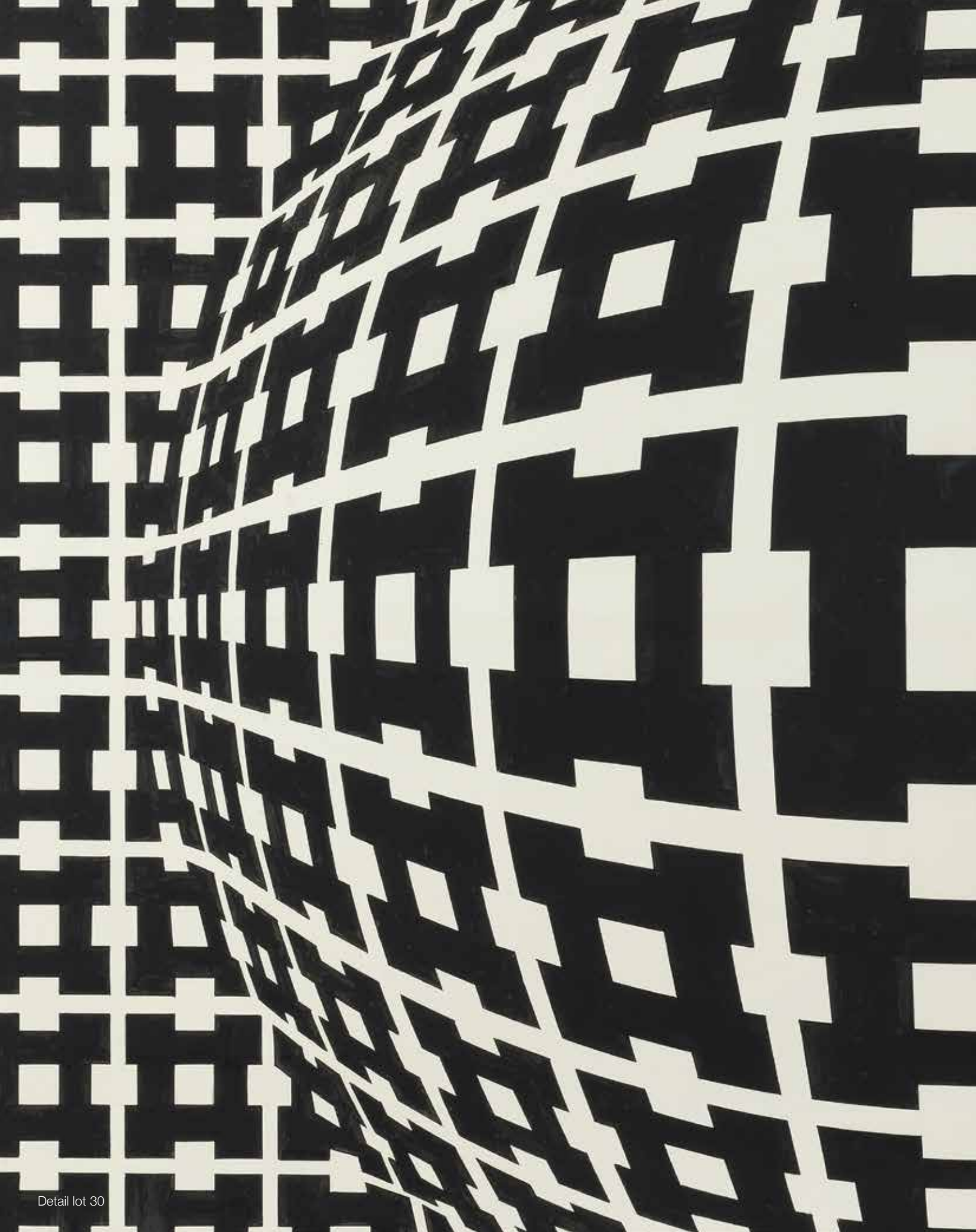
€74,000 - 97,000

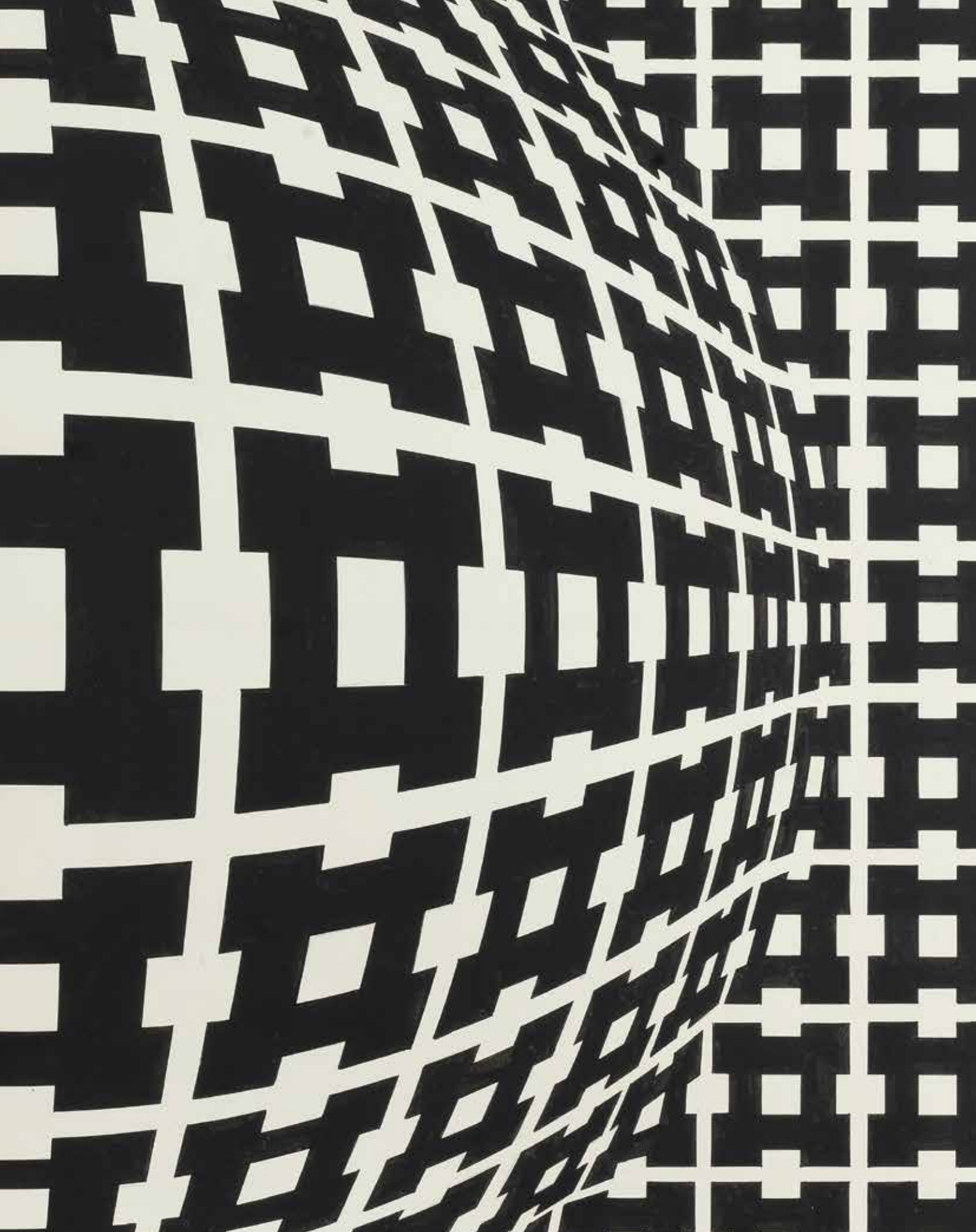
Provenance

Private Collection, Maryland (gift from the artist)

Thence by descent to the present owner







30 AR

VICTOR VASARELY (1906-1997)

Mimas-Dombar Pos
1972/1973

signed; signed twice, titled and dated 1972/73 on the reverse
acrylic, tempera and pencil on panel laid on board

80 by 80 cm.

31 1/2 by 31 1/2 in.

£55,000 - 75,000

US\$73,000 - 100,000

€63,000 - 86,000

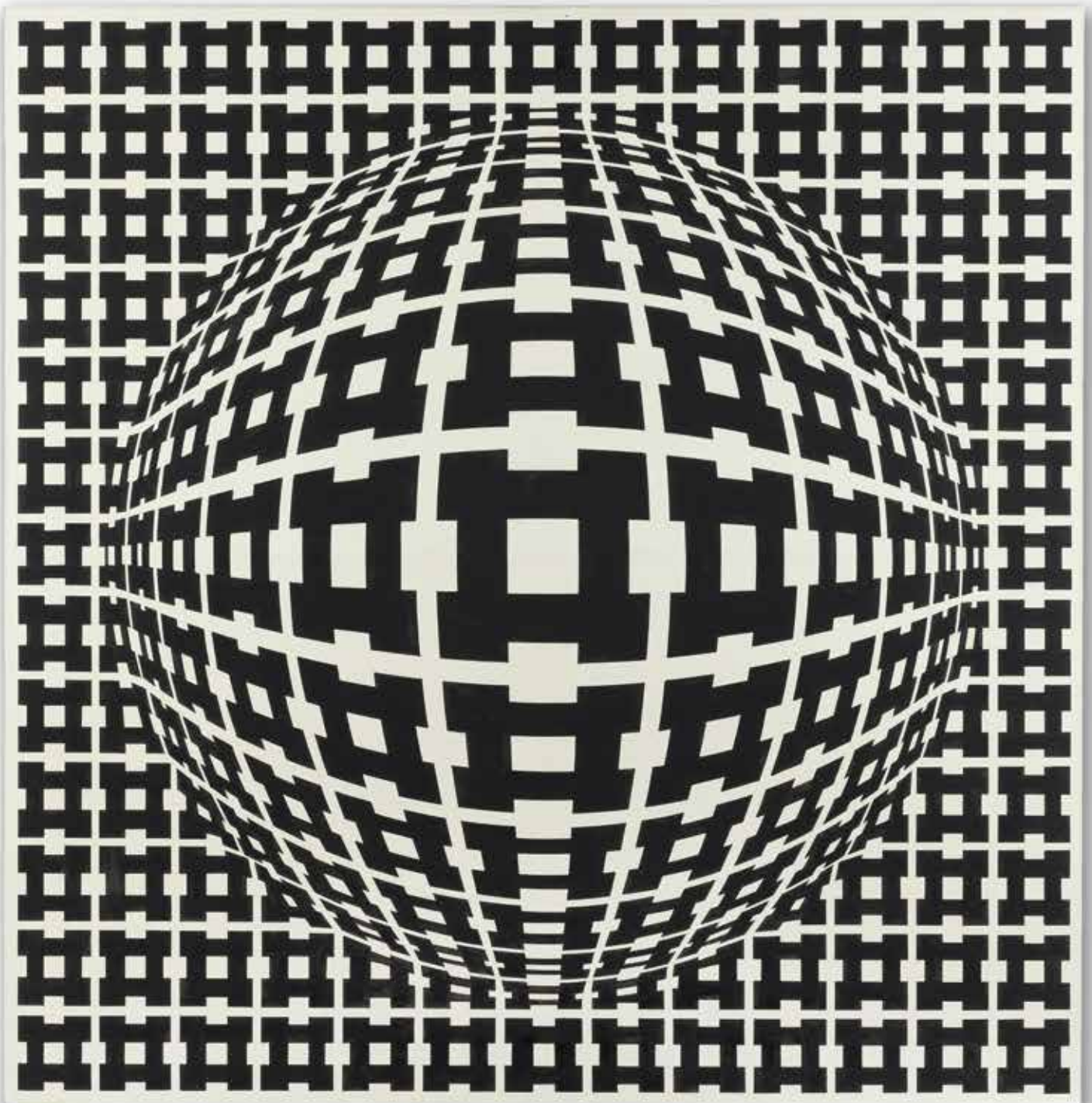
The authenticity of the present work has been confirmed by Pierre Vasarely, President of the Fondation Vasarely, universal legatee and the moral right holder of Victor Vasarely. This work will be included in the forthcoming *Catalogue Raisonné de l'Oeuvre Peint de Victor Vasarely*, which is currently being compiled by the Fondation Vasarely, Aix-en-Provence.

Provenance

Galerie Der Spiegel, Cologne

Acquired directly from the above by the previous owner *circa* 1975

Thence by descent to the present owner



31 AR

DADAMAINO (1935-2004)

La ricerca del colore, (10 Works)

1967

By row, from left to right:

- (i): signed, dated 1967, inscribed *Blanche sur Bleu* and numbered *N. 1* on the reverse
- (ii): signed, dated 1967, inscribed *Rouge sur Bleu* and numbered *N. 2* on the reverse
- (iii): signed, dated 1967, inscribed *Orange sur Bleu* and numbered *N. 3* on the reverse
- (iv): signed, dated 1967, inscribed *Jaune sur Bleu* and numbered *N. 4* on the reverse
- (v): signed, dated 1967, inscribed *Vert sur Bleu* and numbered *N. 5* on the reverse
- (vi): signed, dated 1967, inscribed *Bleu Clair sur Bleu* and numbered *N. 6* on the reverse
- (vii): signed, dated 1967, inscribed *Bleu sur Bleu* and numbered *N. 7* on the reverse
- (viii): signed, inscribed *Violet sur Bleu* and numbered *N. 8* on the reverse
- (ix): signed, dated 1967, inscribed *Marron sur Bleu* and numbered *N. 9* on the reverse
- (x): signed, dated 67, inscribed *Noir sur Bleu* and numbered *N. 10* on the reverse

Each: tempera on canvas board, in the original artist's frame

Each: 21.2 by 21.2 cm.
8 3/8 by 8 3/8 in.

£20,000 - 30,000

US\$27,000 - 40,000

€23,000 - 34,000

Provenance

Galerie Ubu, Karlsruhe

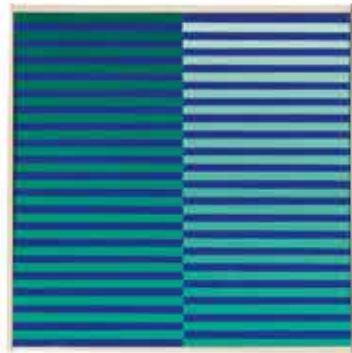
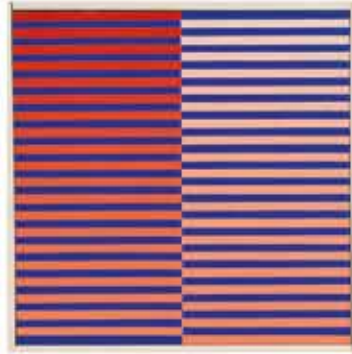
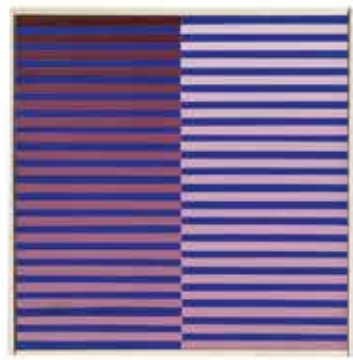
Private Collection, Germany

Sale: Ketterer Kunst GmbH & Co KG, Munich, *Post War/Contemporary Art*, 13 June 2015, Lot 836

Acquired directly from the above by the present owner

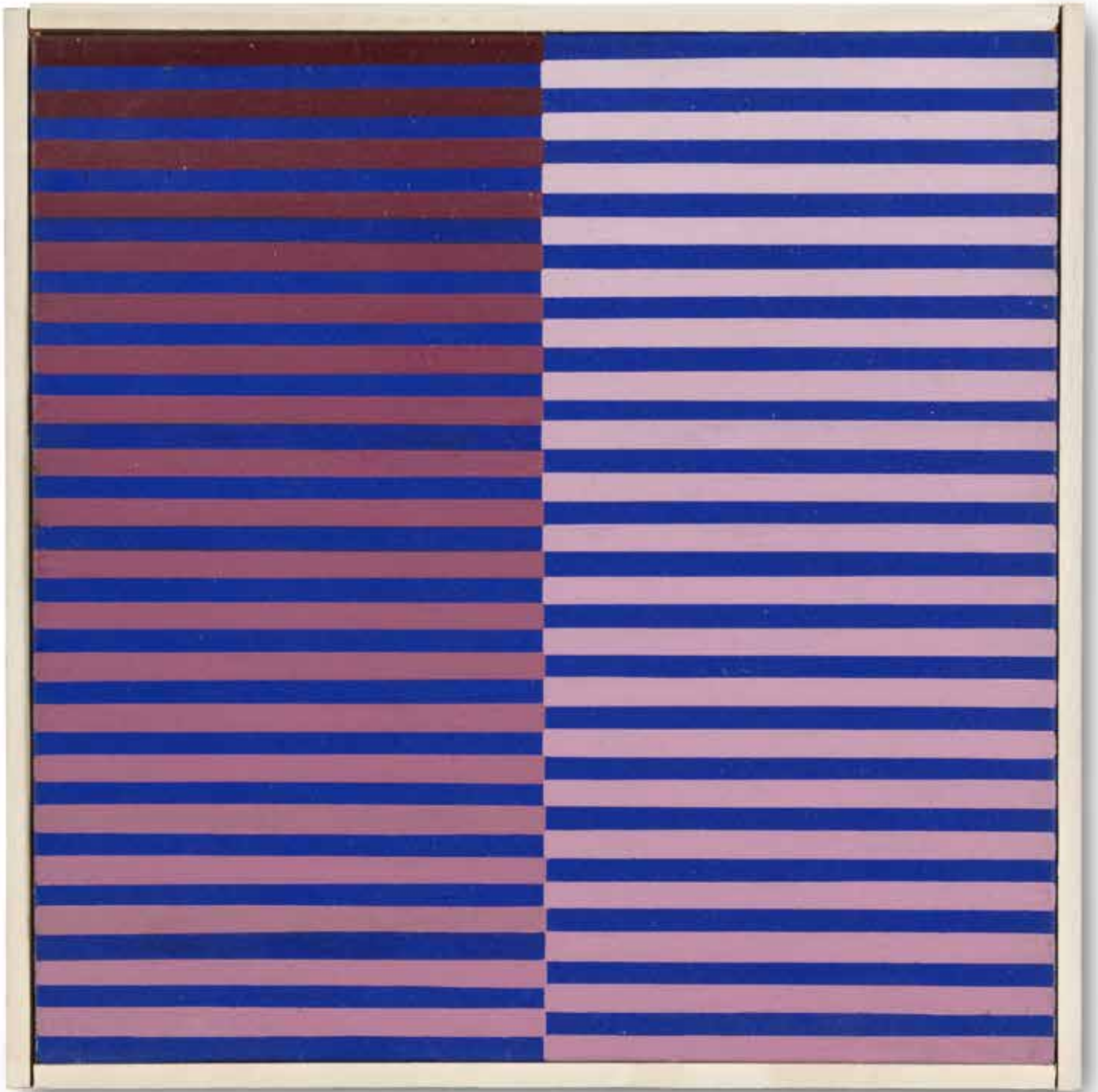
Exhibited

Karlsruhe, Galerie Ubu, *Dadamaino/Scaccabarozzi*, 1973





Reverse of N. 2



Front of *N. 2*

32 *

SERGIO CAMARGO (1930-1990)

Untitled (Relief 205)

1968

signed, dated 1968 and inscribed *Relief 205 Paris* on the reverse
painted wood

31 by 31.5 by 8 cm.

12 3/16 by 12 3/8 by 3 1/8 in.

£60,000 - 80,000

US\$80,000 - 110,000

€68,000 - 91,000

This work is accompanied by a photo-certificate of authenticity issued by *Galeria Raquel Arnaud*,
São Paulo.

Provenance

Gimpel & Hanover Galerie, Zurich

Acquired directly from the above by the previous owner in 1969

Thence by descent to the present owner

Exhibited

Zurich, Gimpel & Hanover Galerie; London, Gimpel Fils Gallery, *Camargo*, 1968, no. 47





Alternative view of the present work

Executed in 1968, during the artist's most iconic period, *Untitled (Relief 205)* is a quintessential example of Sergio Camargo's practice that synthesized a variety of global movements to create a singular and captivating style. Born in Rio de Janeiro in 1930, Camargo would go on to study at the Academia Altamira, Buenos Aires under the tutorship of the esteemed Post-War artist Lucio Fontana during the period in which Fontana wrote the initial manifestos that would become the basis of the *Spatialism* movement. Camargo would travel through Europe in 1948, before returning to Brazil in the 1950s, thrusting him into the *Constructivist* and *Neo-Constructivist* movements. In 1961 he returned to Paris and remained there for over a decade during which time he associated with a variety of European movements such as *ZERO* and *Nouveau Réalisme*, but he found the most kinship with the *Groupe de Recherche d'Art Visuel (GRAV)* which had been established in 1960 by François Morellet amongst others.

A key tenant of *GRAV* was to democratise the role of the viewer, freeing them from their previously defined role, where they accepted the work presented to them for what it was and viewed it in a static, passive capacity. Camargo transformed the act of viewing art by making works such as *Untitled (Relief 205)* which were purposefully made to change as the viewer interacted and moved about them. These reliefs, first produced in 1963, are pared down to the two most vital elements: light and space. This is experienced to great effect in the present

work where Camargo's iconic cylindrical reliefs grow from the center of the jewel-like work, causing it to be jagged or delicate, soft and bulbous or sharp and linear, ever fluctuating with light and movement. The choice of monochromatic white forces the viewer to focus solely on shadow and form with little distraction or any kind of psychological influence from a choice of colour. Despite their monochromatic nature and Camargo's unwavering commitment to his relief compositions the works are not staid or repetitive, each work is not only different than his last as he experiments with the use of negative space and various scales, but the works constantly transform, making them somewhat temporal in nature, with no two viewings being alike.

The present work was exhibited in Zurich and London in 1968 and has been in the same private collection ever since, coming to market for the first time in fifty years. The 1960s would see Camargo's recognition soar with participation in the Paris Biennale in 1963, where he would win the International Sculpture Prize, the VII Bienal de São Paulo in 1965, where he would be presented with the same honour, as well as inclusion in the Venice Biennale in 1966 and Documenta 4 in 1968. Since his death in 1990, Camargo's works have been exhibited widely and internationally including at the Tate Modern, London, the Stedelijk Museum, Amsterdam and the Charlottenborg Museum, Copenhagen.

33 TP

ANTONIO DIAS (B. 1944)

Environment for the Prisoner

1970

titled; signed, titled, dated 1970 and inscribed *Cat. A.D. 25/70* on the reverse
acrylic on canvas

130 by 195 cm.

51 3/16 by 76 3/4 in.

£70,000 - 90,000

US\$93,000 - 120,000

€80,000 - 100,000

Provenance

Acquired directly from the artist by the present owner



René Magritte, *Le masque vide*, 1928

Kunstsammlung Nordrhein-Westfalen, Dusseldorf

© bpk / Kunstsammlung Nordrhein-Westfalen, Dusseldorf / Achim Kukulies

© ADAGP, Paris and DACS, London 2018

ENVIRONMENT FOR THE PRISONER



desert

mirror

34 *

ROBERT LONGO (B. 1953)

Study for Starbuck B

2009

signed, titled and dated 2009
charcoal and ink on vellum

Image: 52.2 by 46 cm.
20 9/16 by 18 1/8 in.

With frame: 75 by 67 cm.
29 1/2 by 26 3/8 in.

£35,000 - 45,000

US\$47,000 - 60,000

€40,000 - 51,000

Provenance

Metro Pictures, New York (no. RL-D-1501)

Paddle8, New York, Private Sale

Acquired directly from the above by the present owner



35 AR

MICHAËL BORREMANS (B. 1963)

The Contribution

2000-2001

signed, titled and dated 2000-2001 on the reverse
oil on canvas

35 by 45 cm.
13 3/4 by 17 11/16 in.

£50,000 - 70,000

US\$67,000 - 93,000

€57,000 - 80,000

Provenance

Zeno X Gallery, Antwerp

Acquired directly from the above by the present owner in 2002







36 AR

MARLENE DUMAS (B. 1953)

No sense of perspective, never had
1990

signed with the artist's initials, titled, dated 1990 and inscribed *ART MOVE*
gouache and ink on paper

30 by 24 cm.
11 13/16 by 9 7/16 in.

£12,000 - 18,000

US\$16,000 - 24,000

€14,000 - 21,000

Provenance

Johnen + Schöttle, Cologne

Acquired directly from the above by the present owner in 1998

Exhibited

Rotterdam, Kunsthal, *15 jaar Marlis Dekker*, 2008

NO SENSE OF PERSPECTIVE NEVER



MD.
1990

37 AR

WIM DELVOYE (B. 1965)

Concrete Mixer (scalemodel 1/4)

2009

laser cut corten steel

69 by 62 by 34.5 cm.

27 3/16 by 24 7/16 by 13 9/16 in.

This work was executed in 2009.

£20,000 - 30,000

US\$27,000 - 40,000

€23,000 - 34,000

Provenance

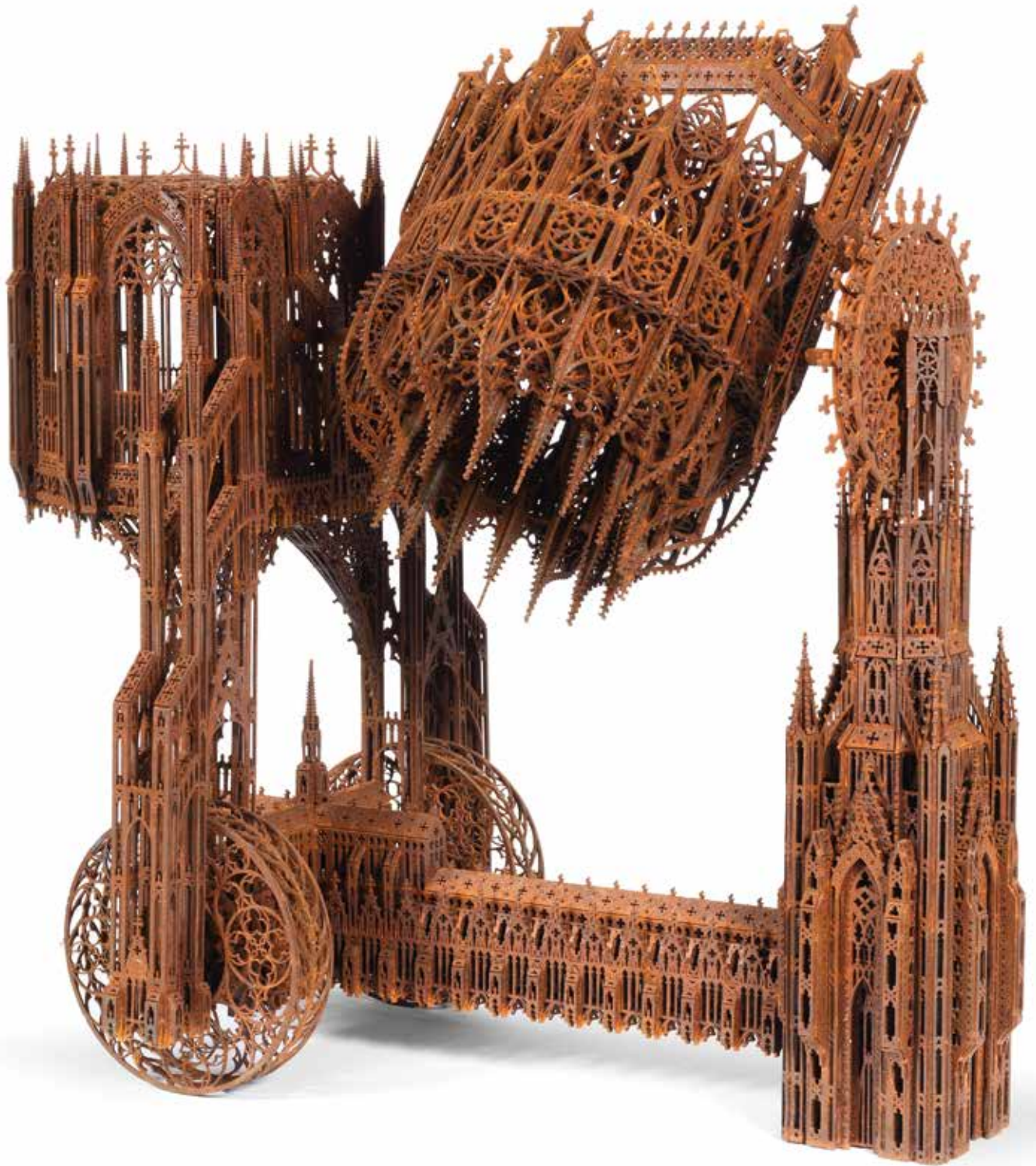
Galerie Guy Pieters, Paris

Acquired directly from the above by the previous owner in 2011

Thence by descent to the present owner



Alternative view



PRINTS AND MULTIPLES

Tuesday 26 June 2018, 2pm
New Bond Street, London

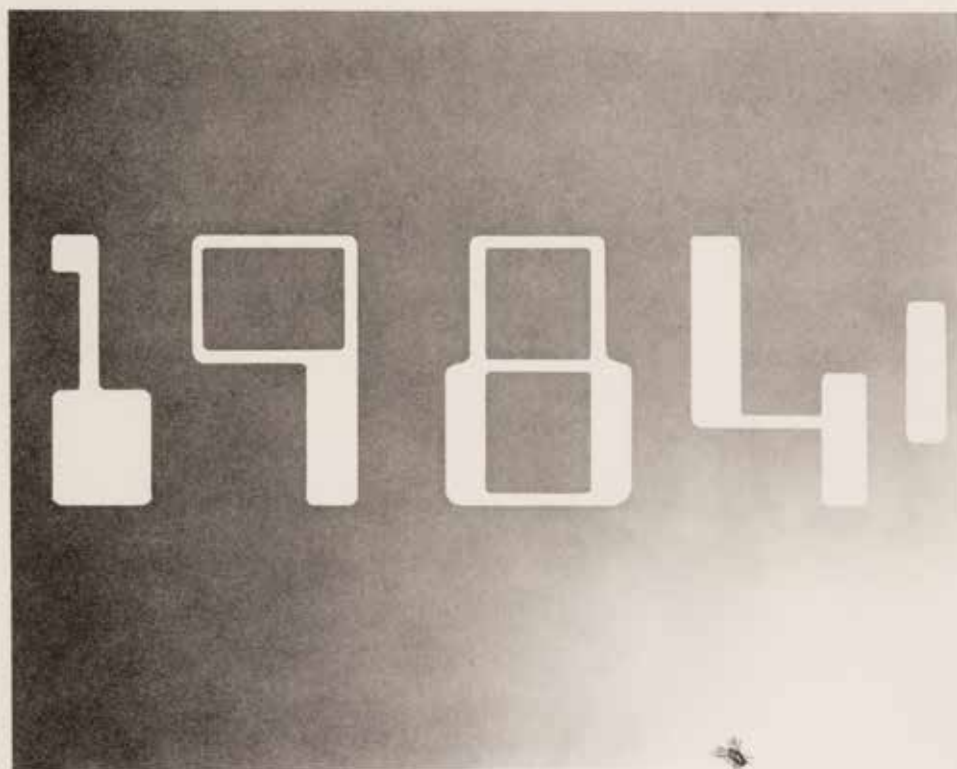
ED RUSCHA (AMERICAN, BORN 1937)

1984 (Walk Art Center 6)
lithograph with a touch of hand-colouring,
1967, signed, dated and numbered 48/60
Image 355 x 454mm., Sheet 505 x 633mm
£15,000 - 25,000

plus buyer's premium and other fees *

ENQUIRIES

+44 (0) 20 7468 8262
lucia.trosantafe@bonhams.com



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LONDON

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* For details of the charges payable in addition to the final hammer price, please visit [bonhams.com/buyersguide](https://www.bonhams.com/buyersguide)

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Motor Cars and Automobilia
13 July 2018
Chichester, Sussex

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CATALOGUE NOW ONLINE



One Owner and 80 miles from new
2014 MCLAREN P1



One owner and 430 miles from new
2012 MCLAREN MP4-12C



The Last 'Super Sport'
One owner and 550 miles from new
2012 BUGATTI VEYRON SUPER SPORT

Bonhams

bonhams.com/motorcars

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract* for *Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams'* relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection

are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams'* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot*

or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the *catalogue*.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols, shown beside the *Lot* number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale Information* at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or

otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

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

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

Olt is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	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.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.			11	GOVERNING LAW
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.

1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.

1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;

1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:

3.1.1 the Purchase Price for the Lot;

3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and

3.1.3 if the Lot is marked ^[AP], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.

3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.

4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	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>):	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	7.4	to terminate this agreement immediately for your breach of contract;	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2		to retain possession of the <i>Lot</i> ;		
7.1.3		to remove, and/or store the <i>Lot</i> at your expense;		
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;		
7.1.5		to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;		
7.1.6		to repossess the <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;		
7.1.7		to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;		
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;		
7.1.9		to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;		
7.1.10		on three months' written notice to sell, <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;		
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> .		
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.		
	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT			
	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:		
	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		
	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or		
	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or		
	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		
	8.2	The discretion referred to in paragraph 8.1:		
	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <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		
	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.		
	9 FORGERIES			
	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.		
	9.2	Paragraph 9 applies only if:		
	9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <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	OUR LIABILITY
			10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <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> .
			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:
			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
			10.2.2	changes in atmospheric pressure; nor will we be liable for:
			10.2.3	damage to tension stringed musical instruments; or
			10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <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.

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 collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams's* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

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

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams's* normal business bank account.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams's* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnity" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

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Furniture

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European Sculptures & Works of Art

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Golf Sporting Memorabilia

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Irish Art

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Impressionist & Modern Art

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Indian, Himalayan & Southeast Asian Art

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