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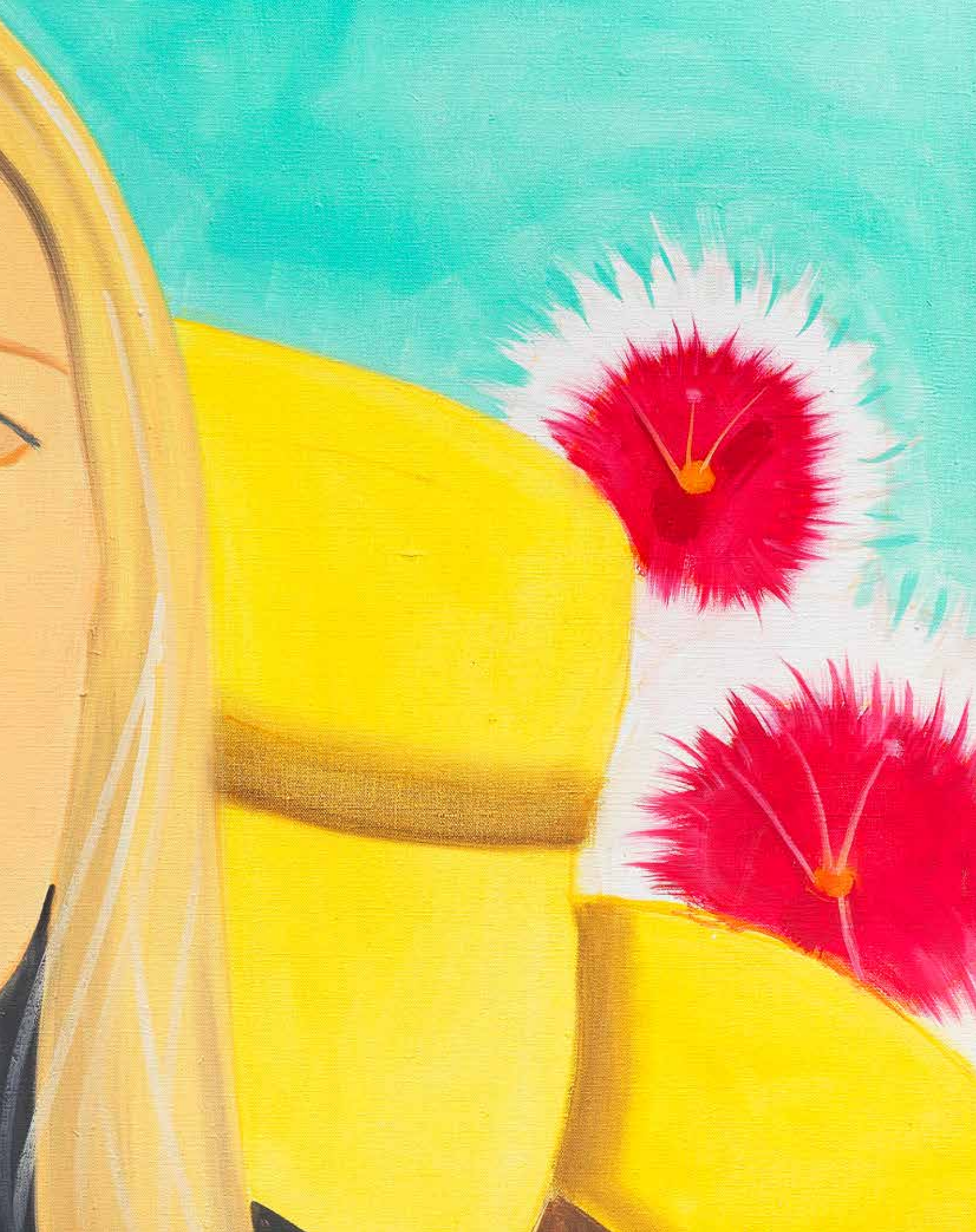
## Post-War & Contemporary Art

New Bond Street, London | 16 March 2023





















LOVE for C.T. ROCK2















Lot 7 installed

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# Post-War & Contemporary Art

New Bond Street, London | Thursday 16 March 2023 at 2pm

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## SALE NUMBER

28225  
Lots 1-42

## ILLUSTRATIONS

Front Cover: Lot 9  
Inside Front Cover: Detail lot 13  
Back Cover: Lot 15  
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Friday 10 March 9am - 6pm  
Saturday 11 March 11am - 5pm  
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Tuesday 14 March 9am - 6pm  
Wednesday 15 March 9am - 6pm  
Thursday 16 March 9am - 12pm

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collection from their warehouse.

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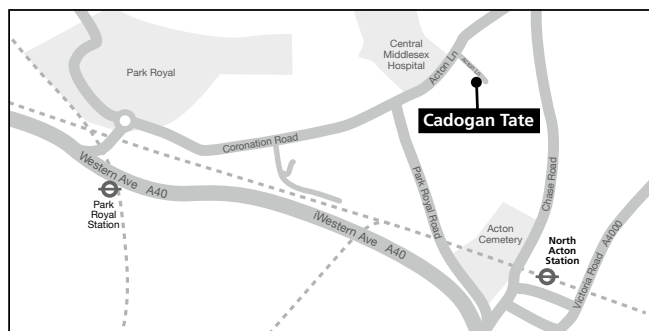
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A photograph of a mid-century modern interior. In the foreground, a light-colored wooden sideboard with two drawers and four cabinet doors is visible. The drawers have round metal ring pulls. On top of the sideboard are several decorative items: a silver vase with greenery, a green glass bottle, a small white ceramic container, and a wooden fruit bowl with fruit. Above the sideboard, a framed abstract painting with concentric squares in green and grey hangs on the wall. To the right, a white conical lamp is mounted on the wall. A portion of a brown leather chair is visible on the right side of the frame.

# Post-War & Contemporary Art

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Lots 1 - 42



## TWO INTERIORS BY CAROLINE WALKER

LOTS 1 - 2

Caroline Walker's paintings of interiors and women in everyday domestic scenes draw upon the timeless tradition of portraying women at work, a subject matter which has been explored in masterpieces such as *The Milkmaid* by Johannes Vermeer, *The Cradle* by Berthe Morisot and *Bar at the Folies-Bergère* by Édouard Manet. The intricate compositions and layers of symbolism found in Walker's paintings are a testament to the depth and sophistication with which the artist approaches the genre. The present works strike a delicate balance between complex portraiture and narrative form, as the cinematic and often suspenseful unfurling of the tableaux lend a gravitas and realism to the paintings. Her scenographic compositions that highlight the subjecthood of women's work and the unobserved moments of privation distinguishes Caroline Walker as one of the foremost Contemporary painters on the market today.

Much of Walker's oeuvre reflects an interest in the themes of the private versus public, indoor versus outdoor, often portraying women alone and isolated within the confines of a private space. The architecture, furnishings and decorative objects found in her works not only add narrative context but also serve to visually delineate the space. The converging of the planes of perspective along with the high contrast in light and dark borrows from the techniques of masterpieces from the Western canon, such as *The Night Watch* by the Dutch Golden Age painter Rembrandt van Rijn and *Nighthawks* by Edward Hopper. This variety in tints, tones and shades create a filmic atmosphere and renders the scene with a subdued sense of drama and layered meanings.

In *Cats*, the spectator becomes a voyeur, glimpsing the interior, quiet spaces of the female sitter who avoids our gaze. The ordinary bedroom scene contemporises the popular nineteenth and early twentieth century European painting subject matter of the boudoir. Semi-dressed and with her back to the viewer, a young woman brushes her

hair whilst the soft light filters in from the window. The domestic ephemera under Walker's brush become symbolic mementos of the subject and offer a juxtaposition of multiple narratives alongside the constrictive nature underlying domesticity. As the sitter's facial expressions are concealed, the loose stockings on the bed, the uplifting springtime outfit and the careful curation of the subject's environment are the only signifiers of the subject's feelings and psychological mood.

In *A Taste of the Orient*, there is a similar dichotomy between the objectification of the subject versus the anthropomorphising of the objects. The title of the painting references both the interior design of the room and *Orientalist* art from the nineteenth century. The subject, seemingly unaware of the audience and dimly lit, sits in stillness. The amalgamation of the large Chinese ceramic vase, Persian carpet, damask wallpaper, large stone fireplace and a pin-up image of a lady in a *qipao* or *cheongsam* dress suggests the worldliness and materialistic comfort of the room's inhabitant. However, the high level of detail accorded to the objects and the small size of the sitter suggest unrealized aspirations, and remarks on and criticises the often decorative and objectifying nature of portraits of women.

Walker's works deal with the blurred boundaries between the public and the private and the often invisible nature of domestic life. Her highly technical approach to painting which includes cutaway views of the interiors and the expert handling of subtle changes in light, opacity, and textures, imparts a participatory feeling to the audience. Caroline Walker has had solo exhibitions at Kettle's Yard, Cambridge; the Midlands Art Centre, Birmingham and KM21, The Hague. Her works are in several international collections, including the KM21 Kunstmuseum, The Hague, The UK Government Art Collection, National Museum Wales, and the Pérez Art Museum Miami.

Right page:  
Detail lot 2







1 AR

**CAROLINE WALKER (B. 1982)**

*Cats*

2005

signed with the artist's initials; signed and titled on the overlap  
oil on canvas

91.2 by 91.2 cm.

35 7/8 by 35 7/8 in.

This work was executed in 2005.

**£35,000 - 55,000**

**€40,000 - 62,000**

**US\$42,000 - 66,000**

**Provenance**

The ScotlandArt.com Gallery, Glasgow

Acquired directly from the above by the present owner in 2006





2 AR

**CAROLINE WALKER (B. 1982)**

*A Taste of the Orient*

2005

signed with the artist's initials; signed and titled on the overlap  
oil on canvas

122 by 137 cm.

48 1/16 by 53 15/16 in.

This work was executed in 2005.

**£60,000 - 80,000**

**€68,000 - 91,000**

**US\$72,000 - 96,000**

**Provenance**

The ScotlandArt.com Gallery, Glasgow

Acquired directly from the above by the present owner in 2006





3 \* AR

**BILLY CHILDISH (B. 1959)**

*Rachmaninov with Dog and Daughter*  
2011

signed with the artist's monogram; signed with the artist's monogram and partially titled on the reverse  
oil and charcoal on linen

152.6 by 91.5 cm.  
60 1/16 by 36 in.

This work was executed in 2011.

**£12,000 - 18,000**

**€14,000 - 20,000**

**US\$14,000 - 22,000**

**Provenance**

Lehmann Maupin, London

Acquired directly from the above by the present owner in 2011





4 AR

**HURVIN ANDERSON (B. 1965)**

*Bath Tub*

1991

signed and variously inscribed on the stretcher  
oil on canvas

59.8 by 83.5 cm.  
23 9/16 by 32 7/8 in.

This work was executed in 1991.

**£55,000 - 75,000**

**€62,000 - 85,000**

**US\$66,000 - 90,000**

**Provenance**

Gallery 7, Hong Kong

Acquired directly from the above by the present owner in 1994

**Exhibited**

Hong Kong, Gallery 7, *To A Certain Degree*, 1994





5 \* AR

**ÁNGELES AGRELA (B. 1966)**

*Celia*

2015

signed  
acrylic and pencil on paper

150.7 by 109 cm.  
59 5/16 by 42 15/16 in.

This work was executed in 2015.

**£15,000 - 20,000**

**€17,000 - 23,000**

**US\$18,000 - 24,000**

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

**Provenance**

Galeria Aural, Alicante

Acquired directly from the above by the present owner in 2018

**Exhibited**

Altea, Galeria Salmaia, *Quotes*, 2017

Jaén, Universidad de Jaén, *De Frente*, 2018, p. 55, illustrated in colour





6 \* AR

**ALBERT WILLEM (B. 1979)**

*Snow in the City*

2021

signed and dated 2021 on the reverse  
acrylic on linen

112.5 by 154.5 cm.  
44 5/16 by 60 13/16 in.

**£12,000 - 18,000**

**€14,000 - 20,000**

**US\$14,000 - 22,000**

**Provenance**

Private Collection, France (acquired directly from the artist)





7 \* AR TP

**ANISH KAPOOR (B. 1954)**

*Untitled*

1995

chromed bronze

149 by 98 by 99 cm.

58 11/16 by 38 9/16 by 39 in.

This work was executed in 1995.

**£200,000 - 300,000**

**€230,000 - 340,000**

**US\$240,000 - 360,000**

**Provenance**

Galleria Massimo Minini, Brescia

Private Collection, Europe (acquired directly from the above in 1996)

Sale: Sotheby's, London, *Contemporary Art Day Auction*, 27 June 2013, Lot 315

Private Collection, Turkey

Acquired directly from the above by the present owner

**Exhibited**

Brescia, Galleria Massimo Minini, *Anish Kapoor*, 1996

**Literature**

David Anfam, Johanna Burton and Donna De Salvo (Eds.), *Anish Kapoor*, London, New York 2009, p. 245, illustrated in colour







Hieronymus Bosch, *Ascent of the Blessed*, c. 1505-1515,  
Gallerie dell'Accademia, Venice

Anish Kapoor's *Untitled* conceived in 1995, is a work of astounding beauty and a magnificent example of the world-renowned sculptor's mastery of chromed bronze. It serves as a remarkable example of the artist's exploration of the void: an extraordinary manifestation of the sculptor's long-running investigation into the potential of interior versus exterior space.

*Untitled* appears to shine with an almost unearthly radiance, instilling its surroundings with a bright, silvery light. The circular aperture at the centre of the mirrored rectangle acts as the locus of the installation, inexorably drawing the viewer's eye inwards. Kapoor has spoken of his desire to create works that appear to recede into the distance, disappear into walls or floors, or otherwise destabilise assumptions about the physical world: "Space is often perceived as an external phenomenon, something outside the body... For every concrete object there is an equal non-object, a dark and mysterious one. The space at the back of the cave" (the artist in: David Anfam, Johanna Burton and Donna De Salvo (Eds.), *Anish Kapoor*, London 2010, p. 403).

The concept of the void has long served as one of Kapoor's key themes in his artistic practice; the moment in his sculpture when the opening isn't just a hole but a space full of what isn't there. He began exploring the theme of the void in large-scale stone works, at times defining the insides and outsides, at other times clearly delineating empty spaces. He describes the void as being a state within, a potential space, not a non-space. With his



exploration of the void, Kapoor approaches psychology, fear, death, and love in as direct a way as possible, yet avoiding direct storytelling or meaning. Significantly, Kapoor asserts that he has nothing to say as an artist, no message for the world.

As such, he explains, meaning arises because it must, not because he puts it there. “The void is not silent. I have always thought of it more as a transitional space, an in-between space. It’s very much to do with time” (the artist in: Homi K. Bhabha *Anish Kapoor*, London 1998, p. 35).

Gazing into the dark, sensual and immaterial voids of these sculptures infuses the viewer with a direct experience of the void through his use of medium or colour. Kapoor’s aim with this series of works, is to awaken in the viewer an awareness of incorporeality through their own inner experience. In this sense these works are like existential gateways, strange meeting points between the immaterial and material worlds, between the viewer’s innate sense of self and of infinity and nothingness. The central cavity in *Untitled* opens up a view into an un-defined space characterised by the polished chromed surface; and here one could even believe that the infinite void of the cavity is contained on the other side of the finite space of the wall.

Born in Bombay in 1954, Anish Kapoor moved to London in 1973 and studied at Hornsey College of Art and the Chelsea School of Art. He first gained critical recognition in the 1980s for his biomorphic sculptures and installations made with media as varied as, stone, aluminium, and resin,

that appeared to challenge gravity, depth, and perception. In 1990 he represented Britain at the 44th Venice Biennale with *Void Field*, 1989, a grid of rough sandstone blocks each with an enigmatic hole penetrating its top surface and was subsequently awarded the Premio Duemila for Best Young Artist. A year later in 1991 he was honoured with the Turner Prize.

Kapoor has reached international status that has seen him create a number of the world’s most recognisable contemporary public sculptures, including *Cloud Gate* in Chicago’s Millennium Park completed in 2006 and the *ArcelorMittal Orbit* for London’s Queen Elizabeth Olympic Park in 2012. As Kapoor’s works expanded in size, they continued to emphasise the inherent dualities of the material and non-material. Many of his later works embody the perfected finishes of stainless steel or distort through mirrored spaces. Today Kapoor’s works are held in the collections of The Museum of Modern Art in New York, the National Gallery of Art in Washington, D.C., Fondazione Prada in Milan, and the Tate Gallery in London, among others, and in 2009 he became the first living British artist to exclusively occupy the Royal Academy with a groundbreaking solo exhibition.

*Untitled* truly stands as one of the pinnacles of Kapoor’s sculptural oeuvre, a glorious evocation of the transcendental and unquantifiable nature of the infinite.

8 AR

**ANISH KAPOOR (B. 1954)**

*Untitled*

1989

signed, dated 1989 and numbered 33 on the reverse  
gouache, pencil and oil on paper

58.5 by 49.7 cm.  
23 1/16 by 19 9/16 in.

**£12,000 - 18,000**

**€14,000 - 20,000**

**US\$14,000 - 22,000**

**Provenance**

Lisson Gallery, London (KAPO89D010)

Sale: Christie's, London, *Post-War & Contemporary British Art*, 30 May 1997, Lot 173

Acquired directly from the above by the present owner

**Exhibited**

London, Tate Gallery, *Anish Kapoor: Drawings*, 1990-1991, p. 16, no. 71, illustrated in black and white

London, No 20 Arts, *Twelve at Number Twenty*, 2017

London, No 20 Arts, *Bodies: Self & Sex*, 2019-2020





g \* AR

**FRANK AUERBACH (B. 1931)**

*J.Y.M. Seated V*

1989

oil on canvas

50.8 by 40.6 cm.

20 by 16 in.

This work was executed in 1989.

**£400,000 - 600,000**

**€450,000 - 680,000**

**US\$480,000 - 720,000**

**Provenance**

Marlborough Fine Art Ltd., London (39475.6)

Marlborough Fine Art Ltd., New York (NOL 31.388)

Campbell-Thiebaud Gallery, San Francisco (FA-108)

Acquired directly from the above by the previous owner in 1995

Thence by descent to the present owner in 2003

**Exhibited**

Campbell-Thiebaud Gallery, San Francisco, *Frank Auerbach Recent Work*, 1995, n.p., illustrated in colour

**Literature**

William Feaver, *Frank Auerbach*, New York 2009, p. 311, no. 638, illustrated in colour







Executed in 1989 *J.Y.M. Seated V* is a strikingly fresh and beautiful portrait of one of Frank Auerbach's most celebrated and recognised sitters. Rendered in a majestic and jewel-like palette of green, purple and red pigment, the intensity of the artist's response to sitter and subject is gloriously brought to life through Auerbach's bravura handling of oil paint, for which he is so well known.

His subject, Juliet Yardley Mills, referred to by her friends simply as J.Y.M. or Jym, is from a small group of subjects alongside Estella (Stella), Olive West (E.O.W.), his wife Julia, son Jake, and art historian Catherine Lampert among only a handful of others. Of this intimate group, J.Y.M.'s likeness presides over a host of the artist's most iconic paintings. She first posed for him in 1956 when she was a professional model at Sidcup College of Art and continued to do so for over forty years until 1997. Auerbach completed over seventy portraits and studies of J.Y.M., and this present work was executed over twenty years into their friendship. "She was brought into the world to be a model, she came and sat, and it was not quite like anything else. It wasn't like painting Stella or painting Julia because it was just that... She took poses that were natural to her, and then I sometimes suggested things and one would go on. It became like a central spine of what one was doing" (the artist in: Catherine Lampert, *Frank Auerbach Speaking and Painting*, London 2015, p. 184).

In this present work, out of the forms and brushstrokes emerges a face, a presence. There is an intense substantiality both to the painting and more particularly to the head itself. Auerbach has scraped at the surface of the painting, in a process where he starts again and again, erasing one day's efforts and beginning with another's. Yet the ghost of the previous forms remains in spirit, making *J.Y.M. Seated V* an accumulation not only of paint, but of paintings. The contrast between the lush, glistening oil of the head and the softer but rich olive background accentuates this, while also revealing a key part of Auerbach's artistic process that is more recognisable in his portraits painted in the late 80s. The background passages of this work have been applied with a more fluid oil paint, drying relatively matte; the artist employs a sgraffito technique, possibly with the upper end of the brush, scraping wet paint to form features of the face, with other areas partly scraped back more broadly. These swathes of impasto and flurried mark-making result in his subject being brought more powerfully into the foreground, engaging the viewer more intently with her presence.

Hailed as one of the most influential painters of the 20th century, Frank Auerbach is celebrated for his expressionistic portraits and cityscapes characterised by his distinctive and gestural impasto technique. Auerbach was born in Berlin in 1931. Arriving in England as a Jewish refugee in 1939, he attended St Martin's School of Art, London, and studied with David Bomberg in night classes at Borough Polytechnic, before culminating his final studies at the Royal College of Art and has since remained in London. His first exhibition was held at London's Beaux Arts Gallery in 1956. Initially he was criticised for his thick application of paint, but found support from the critic David Sylvester, who identified the exhibition

as one of the most exciting and impressive first one-man shows by an English painter since Francis Bacon. By the early 1960s, Auerbach had established himself among the ranks of what would later become known as the 'School of London', a group that included Lucian Freud and Francis Bacon. The latter, in particular, shared much of Auerbach's sensibility: the two artists favoured painterly intuition over carefully studied precision, viewing painting as a means of pinning down human sensation. However, despite his affiliation with the School of London artists, Auerbach also sought to engage in the explicit dialogue with the art historical canon, and cites numerous old and modern masters as influences, including Rembrandt, Rubens, Titian, Constable and Picasso. Auerbach would continue to exhibit regularly at the Beaux-Arts Gallery until 1963. From 1965 he first exhibited at the Marlborough Gallery, and today his works have become some of the most internationally collected of a living artist.

Auerbach's distortions in his portraits have been likened to Francis Bacon's figures, however perhaps unlike Bacon, a certain warmth emanates from an Auerbach portrait. As seen in *J.Y.M. Seated V*, his model is perhaps more understood than recognisable, arguably because Auerbach only paints those known closely to him. Still, although she may be somewhat incomprehensible, his prolonged engagement with her throughout the course of her sittings brings out its details, indeed the rapid and vivid strokes as seen here, the individuality of essence awaits, something that is more than a representation. *J.Y.M. Seated V* is the portrayal of an individual life, there is a contemplative personal eminence that captures the sincerity of Auerbach's long-standing relationship with Mills. Of this dialogue between artist and sitter, Mills has said: "we had a wonderful relationship because I thought the world of him, and he was very fond of me. There was no sort of romance, but we were close. Real friends". (Juliet Yardley Mills in Norman Rosenthal and Catherine Lampert (Eds.), *Frank Auerbach: Paintings and Drawings 1954-2001*, London 2001, p. 26).

Frank Auerbach is widely recognised as one of the most inventive and influential painters of the post-World War II era. In 1978, the artist was honoured with a retrospective at London's Hayward Gallery and in 2015, London's Tate Britain, in partnership with Kunstmuseum Bonn, mounted another major retrospective of his work. Today, his paintings reside in the prestigious permanent collections of the Tate Gallery and National Portrait Gallery in London; Museum of Modern Art and The Metropolitan Museum of Art in New York; and the Museo Nacional Thyssen-Bornemisza in Madrid, among many others.

Through brilliant colour and a faultless exhibition of Auerbach's charismatic painterly gesture, *J.Y.M. Seated V* carries a powerful and emotional charge. The work encapsulates a seminal exposition of Auerbach's thoroughly inimitable and compelling portraiture, and is excitingly fresh to the market having remained in the same Private Collection since the early 1990s.

Right page:  
Detail lot 9







10 \* AR

**LEON KOSSOFF (1926-2019)**

*Head of Heinz I*

1997

oil on board

56 by 46 cm.

22 1/16 by 18 1/8 in.

This work was executed in 1997.

**£90,000 - 120,000**

**€100,000 - 140,000**

**US\$110,000 - 140,000**

**Provenance**

Annandale Galleries, Sydney

Simon Goh Collection, Sydney (acquired directly from the above in 2001)

Sale: Deutscher and Hackett, Melbourne, *Important Australian + International Fine Art*, 6 May 2015, Lot 20

Acquired directly from the above by the present owner

**Exhibited**

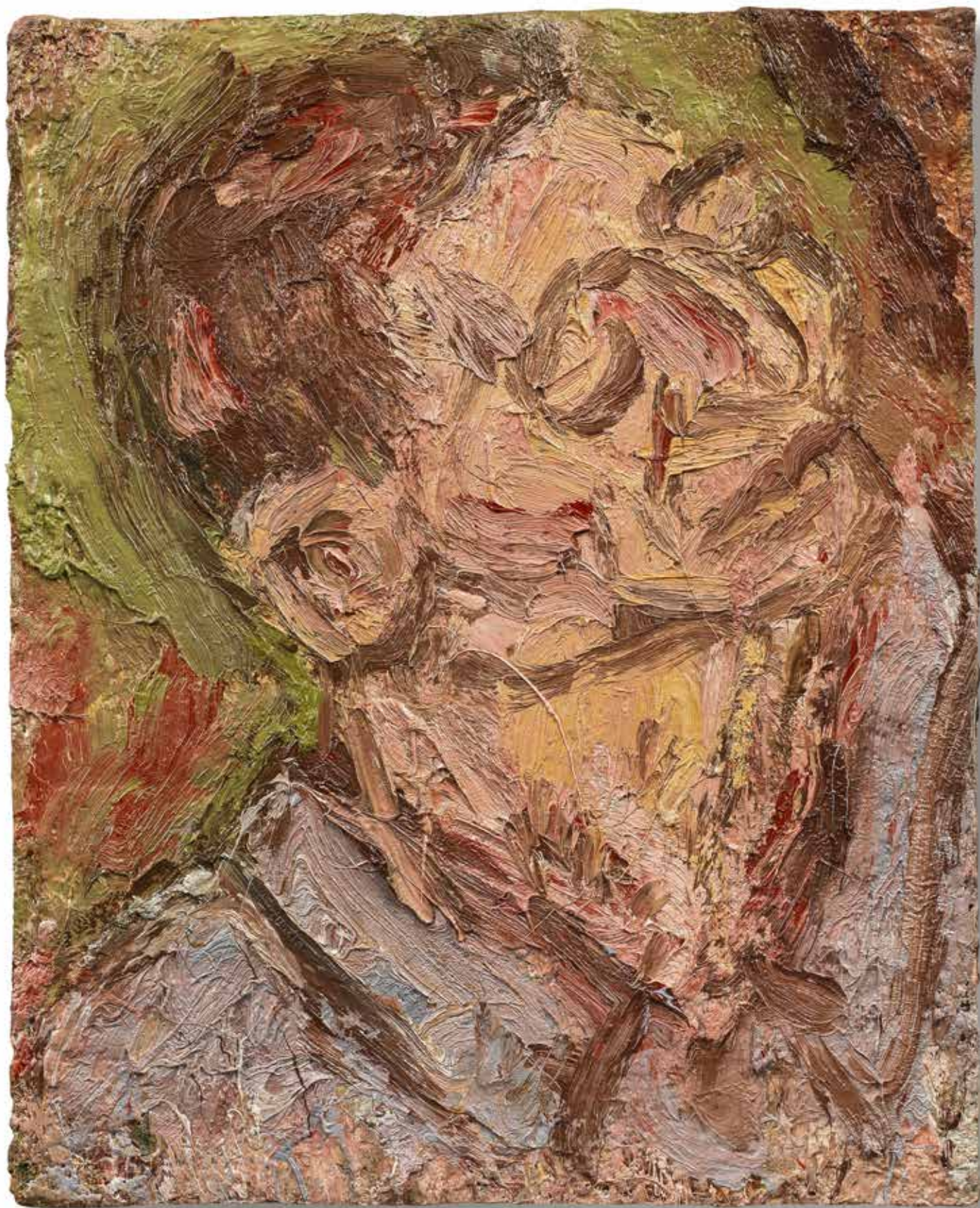
New York, Mitchell-Innes & Nash; London, Annely Juda Fine Art, *Leon Kossoff*, 2000, p. 35, illustrated in colour

Sydney, Annandale Galleries, *Leon Kossoff: Major Paintings & Drawings*, 2001

**Literature**

Andrea Rose (Ed.), *Leon Kossoff: Catalogue Raisonné of the Oil Paintings*, London 2021, p. 533, no. 451, illustrated in colour















11 AR

**HOWARD HODGKIN (1932-2017)**

*Untitled (Reclining Woman)*

1950

signed with the artist's initials and dated 1950  
gouache on cardboard

27.5 by 44.5 cm.  
10 13/16 by 17 1/2 in.

**£30,000 - 50,000**

**€34,000 - 57,000**

**US\$36,000 - 60,000**

This work will be included in the forthcoming catalogue raisonné being compiled by *The Estate of Howard Hodgkin* (Modern Art Press).

**Provenance**

Private Collection, UK (acquired directly from the artist *circa* 1950)

Acquired directly from the above by the present owner

**Exhibited**

London, National Portrait Gallery, *Howard Hodgkin: Absent Friends*, 2017, p. 55, illustrated in colour

Bath, Victoria Art Gallery, 2019-2020, work on loan to the museum

**Literature**

Marla Price (Ed.), *Howard Hodgkin: The Complete Paintings: Catalogue Raisonné*, London 2006, p. 38, no. 2a, illustrated in colour



12 † AR

**JULIAN OPIE (B. 1958)**

*Ed, Foot Hold*

2008

signed on the stretcher  
vinyl on wooden stretcher

150.8 by 186.7 cm.  
59 3/8 by 73 1/2 in.

This work was executed in 2008.

**£40,000 - 60,000**

**€45,000 - 68,000**

**US\$48,000 - 72,000**

**Provenance**

Lisson Gallery, London

Acquired directly from the above by the present owner in 2008

**Exhibited**

London, Lisson Gallery, *Julian Opie*, 2008, n.p., illustrated in colour





13 \*

**ALEX KATZ (B. 1927)**

*Yvonne with Flowers*

2001

signed and dated *01* on the overlap  
oil on linen

91.6 by 167.9 cm.  
36 1/16 by 66 1/8 in.

**£700,000 - 1,000,000**

**€790,000 - 1,100,000**

**US\$840,000 - 1,200,000**

**Provenance**

Pace Wildenstein, New York (#34446)

Mira Godard Gallery, Toronto (7780)

Acquired directly from the above by the present owner in 2014

**Exhibited**

Toronto, Mira Godard Gallery, *Alex Katz - Paintings & Prints*, 2012





Executed in his signature style using pared back, bold lines and heightened, vibrant colours, *Yvonne with Flowers* from 2001 is a truly exceptional work of portraiture by Alex Katz, one of America's definitive painters of the 20th century. Growing up in the New York art world of the 1940s and 50s, when non-representational abstraction dominated the discourse, Katz resisted the dogma of the period and developed his own form of figuration. His direct visual vocabulary, inspired by artists such as Paul Klee, Édouard Manet and Henri Matisse, captured everyday moments from his own life and is instantly recognizable in its cinematic and refined style. With a recent, highly acclaimed, major career retrospective at the Solomon R. Guggenheim Museum in New York, and with works included in many of the world's most prestigious museum collections, Alex Katz's artistic vision has been a defiant voice across centuries and continents. He is one of the great American masters.

Painted in 2001, and coming to auction for the very first time, *Yvonne with Flowers* is an elegant large-scale portrait. The sitter is Yvonne Force Villareal, Co-Founder of Art Production Fund, a non-profit organization dedicated to commissioning and producing ambitious public art projects, wife of the artist Leo Villareal and a leading figure in the Maine arts community. Close-cropped against a background of larger-than-life yellow pansies, bright pink carnations and a vivid turquoise blue sky, she gazes out at the viewer, her expression conveying a sense of intimacy and confidence whilst remaining coolly detached at the same time. Typical for the

artists work, all extraneous details are stripped away, leaving only the most vital. Yvonne's expression is dispassionate, there is no context or psychological engagement leaving the viewer with an impression bordering on abstraction.

In the present work, Katz defines his model's features in his distinctive wet-on-wet brushwork that forces him to finish each work in a single session. Developed from the Renaissance fresco technique of pinning paper to the canvas, and forcing dry pigment through pinholes to create an outline, Katz shapes a vivid human presence with the most minimal of means. The picture is a warm portrayal of Force Villareal, whom Katz has known since the early 1990s and who has since been one of his most painted models after his wife Ada. She features in over 20 paintings, cut-outs and prints of the artist, each depiction revealing a different facet of the sitter. The inclusion of flowers, another one of Katz's career long signature themes, gives the work a fresh springlike quality, similar to Flora in Sandro Botticelli's masterwork *Primavera*.

Offsetting the daringly close crop of the face and flowers with a large canvas, *Yvonne with Flowers* is evocative of the billboards and cinema screens that influenced the artist in the 1960s. Like a movie still, projected onto a flat cinema screen, the work embodies a distinct *Pop* aesthetic despite the fact that Katz never saw himself as a *Pop* artist; if anything he was a precursor to it. Whilst at first, his works with their bold colours and strong close ups seemed to

be related to the emerging *Pop* movement of the 1960s, Katz and his craft-based approach to painting stood apart from the preeminent artistic movements. “Minimalism was excluding things, but my work was compression,” he told Calvin Tomkins, as for conceptual art, it was “mostly philosophical ideas, and it comes from universities. A lot of artists don’t master their craft until they’re thirty-five, but you can be a first-class conceptual artist when you’re eighteen” (the artist in: Calvin Tomkins, ‘Alex Katz’s Life in Art’, *newyorker.com*, 27 August 2018). As for his connection to *Pop Art*, Katz always painted scenes from his life, friends and family members, not popular culture.

Having been featured in nearly 500 group shows internationally and in over 200 solo exhibitions since 1951, Alex Katz has been honoured with numerous retrospectives around the globe. His work has been shown in some of the most prestigious museums in the world, such as the Whitney Museum of American Art, New York, the Tate, London, the Albertina Museum in Vienna and The Guggenheim in Bilbao. His recent career-spanning retrospective at the Solomon R. Guggenheim Museum in New York has been highly praised by critics and enhanced an already strong demand from collectors and institutions internationally. *Yvonne with Flowers* offers the opportunity to buy a stellar example of the artist’s oeuvre, a wonderful addition to any art collection.



Sandro Botticelli, 'Flora', detail from *La Primavera*, c. 1478, Galleria degli Uffizi, Florence



14

**HERBERT BAYER (1900-1985)**

*Quadrilateral*

1978

signed, dated and numbered 78/95; signed, titled, dated and numbered 1978/95 on the overlap  
acrylic on canvas

101.5 by 101.5 cm.  
39 15/16 by 39 15/16 in.

**£5,000 - 7,000**  
**€5,700 - 7,900**  
**US\$6,000 - 8,400**

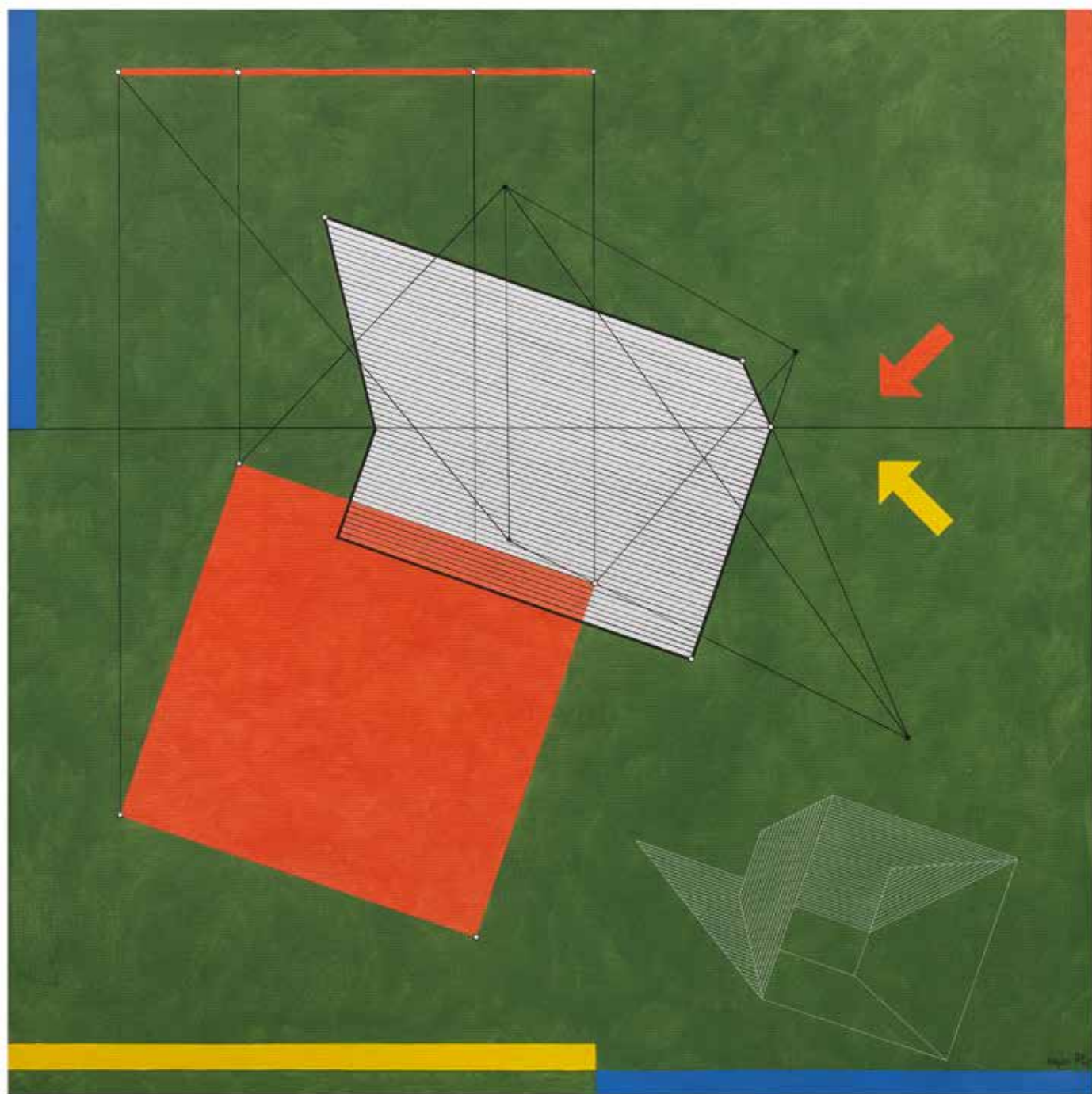
**Provenance**

The Estate of the artist, Montecito

Acquired directly from the above by the present owner in 1990

**Exhibited**

Berlin, Bauhaus-Archiv Museum für Gestaltung; Bottrop, Quadrat Bottrop Moderne Galerie; Zug, Kunsthaus Zug; Linz/Donau, Oberösterreichisches Landesmuseum, *Herbert Bayer: Kunst und Design in Amerika 1938-1985*, 1986, p. 102, no. 25, illustrated in colour





15 \*

**MAX BILL (1908-1994)**

*Unendliche Fläche in Form einer Säule (Endless surface in form of a column)*

1953

signed and dated 1953  
gilded brass and wooden base

*Height:* 176 cm.  
69 5/16 in.

**£70,000 - 100,000**

**€79,000 - 110,000**

**US\$84,000 - 120,000**

This work is registered in the *max, binia + jakob bill stiftung*, Adligenswil, and will be accompanied by a photo-certificate of authenticity.

**Provenance**

Thomas Ammann Fine Art AG, Zurich

Acquired directly from the above by the present owner *circa* 1990







Alternate view of the present work

Coming fresh to the market after remaining in the same private collection for over two decades, *Unendliche Fläche in Form einer Säule* (*Endless surface in form of a column*) is a truly magnificent and elegant work by one of the 20th centuries most influential artists. Shimmering in warm golden hues, the slender column beautifully demonstrates Max Bill's fastidiously technical and enduring vision of art that made him such a broadly influential artist of the Modern age. Audaciously pure and deceptively simple, the present work is a sterling example of Bill's mathematical approach to artmaking; a supremely elegant sculpture that formalises the concept of infinity in the eloquent and harmonious medium of gilded brass. Bill designed the first version of this sculpture in 1953 and produced others of varying sizes over the next decades.

With works held in major museum collections that include the Museum of Modern Art, New York, the Art Institute of Chicago and the Centre Pompidou in Paris – as well as his public artworks, such as the *Pavillon-Skulptur* in Zurich, that have become landmarks in their own right – Bill, who was an autodidact and polymath, has recently seen a significant reassessment that coincided with the 100th anniversary of the opening of the Bauhaus school in Weimar in 1919.

A testament to the artist's perfectionism and attention to detail, the present sculpture twists exactly 90 degrees between its base and top, the actual surface area melting into one in a mind-bending feat of manufacturing a multi-dimensional form. There is only one surface area that can be followed endlessly. Captivated by the Möbius strip – a surface of one continuous side formed by joining the ends of a rectangle twisted through 180° - and the mathematical notion of infinity, Bill's sculptures consistently play host to the abstract wonders of mathematics and geometry, which, when realised in the material, emerge as objects of beautiful, transcendent simplicity.

Bill would often revisit his designs and ideas, creating multiple versions of the same concept and only beginning

the process of executing his vision once the technicalities of the form had been perfectly resolved to their purest form. "A work of art," Bill wrote, "must be entirely conceived and shaped by the mind before its execution. It shall not receive anything of nature's or sensuality's or sentimentality's formal data" (the artist in: Edwin Heathcote, 'Max Bill – the cult figure who shaped 20th-century design and architecture', *Financial Times*, June 7, 2019, online).

As an architect, sculptor, designer, painter and teacher, Bill embodied the aspirations of the Bauhaus movement, who collectively sought to synthesise the arts, including graphic design, interiors and typography, into one total work of art. Born in Zürich in 1908, Bill trained as a silversmith before a decisive encounter at the age of 16 with Sophie Taeuber-Arp launched his interest in contemporary art practice. Whilst Bill would go on to be invited to exhibit alongside Hans and Sophie Taeuber-Arp, Piet Mondrian and Georges Vantongerloo as part of the Abstraction-Creation group throughout his mid-twenties, it was his studies at the Bauhaus school in Dessau in 1927, under the pupillage of Josef Albers, Wassily Kandinsky, Paul Klee, Oskar Schlemmer and László Moholy-Nagy – in the midst of an unparalleled generation of influential Modernist creatives that he would befriend and work alongside throughout his career – that Bill truly began to emerge as the multifaceted and superbly gifted artist and designer he is recognised as today.

As an artist whose influence has been felt across genres, Max Bill's *Unendliche Fläche in Form einer Säule* (*Endless surface in form of a column*) is an immaculate demonstration of the artist at his most purely creative and uncompromising. Featuring the smooth metallic lines and curves that call to mind the aerodynamics of an aircraft's fuselage, the wonderful synthesis of science, mathematics and art in the present work is tangible and thrilling. A timeless piece that has never been offered at auction or placed on public view; it is a sculptural work that encapsulates and defines the legacy of one of the most important students of the Bauhaus.



16

**JOSEF ALBERS (1988-1976)**

*Study for Homage to the Square*

1965

signed with the artist's monogram and dated 65; titled, dated V 65 and extensively inscribed on the reverse  
oil on masonite

61 by 61 cm.

24 by 24 in.

**£250,000 - 450,000**

**€280,000 - 510,000**

**US\$300,000 - 540,000**

This work will be included in the forthcoming catalogue raisonné currently being prepared by *The Josef and Anni Albers Foundation*, under no. JAAF 1976.1.674.

This work is accompanied by a photo-certificate of authenticity issued by *The Josef and Anni Albers Foundation*, Bethany.

**Provenance**

The Estate of Josef Albers, New Haven

The Josef and Anni Albers Foundation, Bethany

Waddington Custot Galleries, London

Private Collection, Switzerland

Private Collection, UK

Sale: Bonhams, London, *Post-War & Contemporary Art*, 22 October 2020, Lot 26

Acquired directly from the above by the present owner

**Exhibited**

Bologna, Museo Morandi, *Josef Albers Omaggio al quadrato. Una retrospettiva*, 2005, p. 123, no. 62, illustrated in colour

London, Waddington Galleries, *Josef Albers: Works on Paper and Paintings*, 2007, p. 69, no. 29, illustrated in colour









An arresting work by one of the forefathers of geometric abstraction and colour theory, Josef Albers' luscious *Study for Homage to the Square* from 1965 is constructed in his signature tri-partite composition with a florid green over two warm greys, creating a pulsating window of colour that beautifully illustrates the visual and phenomenological systems Albers experimented with throughout his career. With comparable green paintings from the 1960s in the Tate Collection, London, the Museum of Modern Art and the Metropolitan Museum, New York, *Study for Homage to the Square* is a museum-quality work of art and a truly immaculate example of the artist's superlative aesthetic sense and globally celebrated oeuvre.

Few artists have produced a body of work as ground-breaking as Joseph Albers, who ranks amongst Kasimir Malevich and Piet Mondrian as an artist who paved the way for postmodern *Geometric Abstraction*. Within a body of prints, drawings, poetry, tapestries, architectural commissions, critical writing and painting, truly exceptional examples of Albers' *Homage to the Square*, such as the present work, are instantly recognisable and highly sought-after. Hand-painted in rich oils over masonite, their colours exude a warmth and spatiality that is teeming and concrete. Not only is his influence on the timeline of modern art largely unparalleled, but Albers' legacy endured in the artists he taught, shared ideas with, and guided through the early years of their career, influencing the emergence of *Colour Field Painting*, *Geometric Abstraction* and *Op Art*. One of the world's most lauded art teachers, his students include Cy Twombly and Robert Rauschenberg, the formidable Eva Hesse, Sheila Hicks and Richard Serra. In short, Albers' role as a mentor and his significance as an artist can be traced through the pantheon of American artists and global artistic movements.

Before his departure from Nazi Germany, Josef Albers worked as a professor at the Bauhaus between 1923 and 1933, and later moving to Black Mountain College where he and his wife Anni led the arts programme. A central figure of this revolutionary school that was at the centre of burgeoning European *Modernism* in art, architecture and design, Albers set about examining the compositional and formal effects of colour and shape, fascinated as he was by the versatility and fragility of perception. In Albers' own words, "every perception of color is an illusion [...] We do not see colors as they really

are. In our perception they alter one another. [...] This play of colors, this change in identity, is the object of my concern. It leads me to change my color tool, my palette, from one picture to the next" (the artist in: Eugen Gomringer, *Josef Albers*, New York 1967, p. 104).

It was at the midpoint of the twentieth century, shortly after joining the Yale faculty in 1950 at the age of 62, that Albers began his definitive *Homage to the Square* series, a body of work he would continue to work on until his death in 1976. What may initially be read as a narrow compositional framework, the *Homage* series allowed Albers to explore the finite, expressive potentials of colour and their intrinsic relationships. Entirely based on a mathematically determined format of several squares, each element appears to overlap and nestle within one another, both as an autonomous shape and integral part of a complete system.

The geometric abstraction that Albers had conceived of was a scientific and aesthetic method of exploring the subjective experience of colour. Albers' deliberate use of adjacent complimentary and combative colours and their effects on one another, combined with the flat planes of his compositions that appear to be staggered in a field of vision in the interior of the work, engaged an entirely novel visual style; one chiefly concerned with the experience of looking. In 1965, the artist wrote: "they all are of different palettes, and, therefore, so to speak, of different climates. Choice of the colours used, as well as their order, is aimed at an interaction - influencing and changing each other forth and back. Thus, character and feeling alter from painting to painting without any additional 'hand writing' or, so-called, texture. Though the underlying symmetrical and quasi-concentric order of squares remains the same in all paintings - in proportion and placement - these same squares group or single themselves, connect and separate in many different ways" (the artist in: Josef Albers, *Study for Homage to the Square*, 1964, December 2012, Tate, online).

In the present work, the qualities that made Albers such a stalwart of the modern period are evident in abundance. His exceptional aesthetic sense plays out between the simplicity of his composition and colours, and in turn produces a work of outstanding, complex beauty.

Left page:  
Detail lot 16

17 AR TP

**BOB LAW (1934-2004)**

*Nothing to be Afraid of V 16.7.69*

1969

dated 16.7.69; signed, partially titled, dated 1969 and inscribed *No.* on the overlap  
laundry marker on canvas

170.3 by 320.7 cm.  
67 1/16 by 126 1/4 in.

**£55,000 - 75,000**

**€62,000 - 85,000**

**US\$66,000 - 90,000**

**Provenance**

Private Collection, UK (gift from the artist)

Thence by descent to the present owner

Amongst a generation of *Minimalist* painters who emerged in the 1960s, there are few global representatives of the chiefly American movement that defined the defiant ethos and formal pursuits like the British artist Bob Law. His canvases were a firm rebuff to the paint-laden, intensely 'expressed' abstract works that had been *de rigueur* for European and American *Modernism* in the mid-century. Presented here, *Nothing to be Afraid of V 16.7.69* is a definitive work of the *Minimalist* genre, yet it goes further than this, marking one of the most earnest breaks from the painterly canon that blurs the boundaries between material and conceptual artwork.

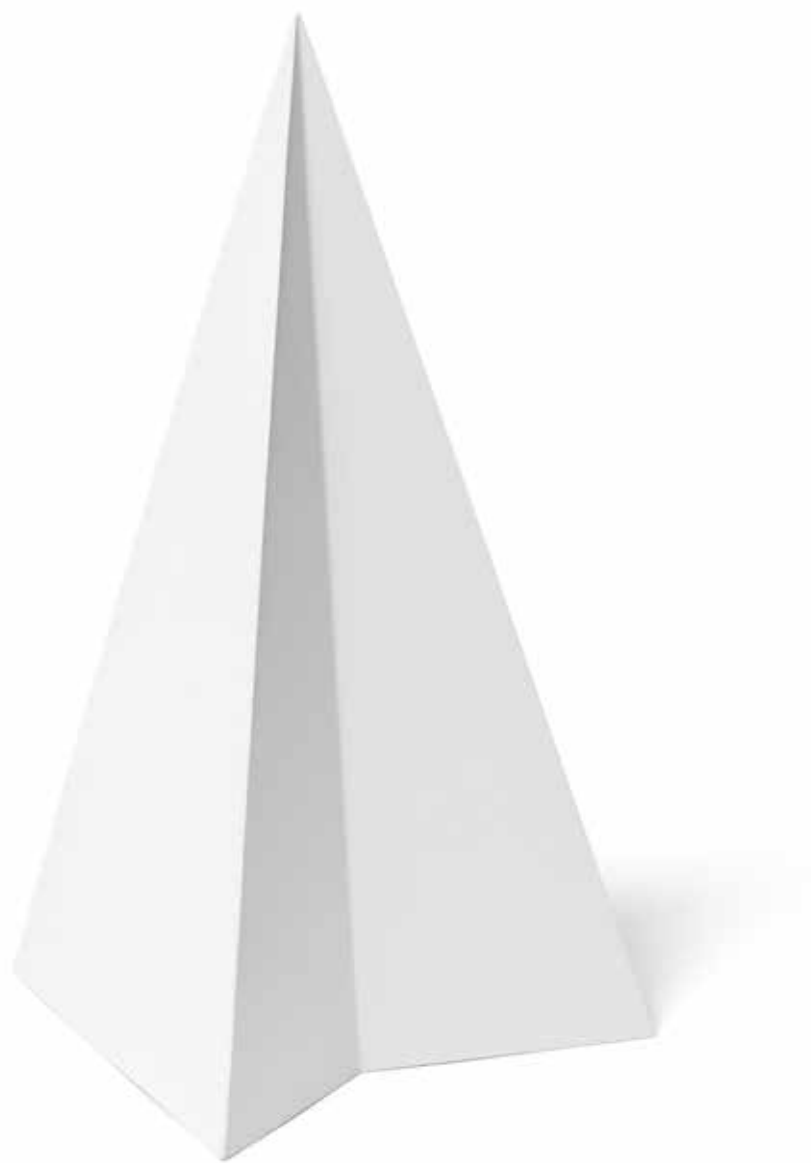
Law was a self-taught and independent spirit amongst British painters. Associated at one time with Ben Nicholson and Peter Lanyon in Cornwall's avant-gardist nerve centre, Law took his cues as much from the searing open colour fields of Barnett Newman and Mark Rothko as his compatriots. He was an artist who was immensely ahead of his time, developing an awareness of painterly problems that demonstrate his ambition and radical concepts that were truly breakthrough. The *Nothing to be Afraid of* series was one of Law's earliest and most cunning projects, initiated in the early 1960s, prior to his seminal *Black* paintings that followed. Creating

an interior frame that was carefully rendered askew to offset the subtly irregular shape of the stretcher, Law produced a painting that in its outrageous simplicity was constantly on the verge of visual collapse. Drawing the spectators' eye into the centre of the field, containing the 'nothing' that Law makes his subject matter, the artist drives home his controversial conceptual point: is art; is painting; is nothing; something to be afraid of? The titular puzzle that Law poses is just one facet of the present work's complexity and charm. Whilst cool American *Minimalism* rebelled against its wounded forefathers in the most extreme black and white terms, Law opens up space for wit, for debate, and for development. It is an ambitious vision of art practice, but one that Law is arguably the outright and leading champion for that is captured no better than in this definitive example.

A painting that was gifted to a close friend and patron of the artist who supported him until his death, it is comes to market now as one of the most complex and rare pieces of British post-war painting to be offered in recent years.

16.7.69





18

**SOL LEWITT (1928-2007)**

*Untitled (Pyramid V)*

1990

signed, numbered 6/12 and inscribed V  
painted aluminium

38 by 19.5 by 27.1 cm.  
14 15/16 by 7 11/16 by 10 11/16 in.

This work was executed in 1990 and is number 6 from an edition of 12.

**£7,000 - 10,000**

**€7,900 - 11,000**

**US\$8,400 - 12,000**

**Provenance**

Private Collection, Europe

Sale: Christies, London, *Impressionist, Modern and Post-War Art*, 5  
December 2002, Lot 277

Private Collection, Europe

Sale: Kunsthaus Lempertz, Cologne, *Auktion 948 - Zeitgenössische  
Kunst*, 5 December 2009, Lot 487

Acquired directly from the above by the present owner



19  
**SOL LEWITT (1928-2007)**  
*Irregular Grid*  
2001

signed and dated 01  
gouache on card

38.5 by 29 cm.  
15 3/16 by 11 7/16 in.

£8,000 - 12,000  
€9,100 - 14,000  
US\$9,600 - 14,000

This work is accompanied by a letter confirming authenticity from  
*The Lewitt Estate*, New York, signed by Sofia Lewitt.

**Provenance**

Private Collection, US  
Sale: Leslie Hindman Auctioneers, Chicago, *Post-War & Contemporary Art*, 13 December 2009, Lot 198  
Acquired directly from the above by the present owner

20

**JIM DINE (B. 1935)**

*NIGHT and REDNESS*

1986

signed, titled, dated, 1986, inscribed and dedicated *NYC. For Veronica & Jeffrey. Love from J. & N.* on the reverse  
oil on canvas

75.2 by 101 cm.

29 5/8 by 39 3/4 in.

**£35,000 - 55,000**

**€40,000 - 62,000**

**US\$42,000 - 66,000**

**Provenance**

Waddington Gallery, London

Private Collection, UK

Thence by descent to the present owner







21 \*

**MICHAEL HEIZER (B. 1944)**

*Offering no. 8*  
1988

signed, partially titled and dated 88  
gouache, oil pastel, pencil and silkscreen on paper

131 by 131 cm.  
51 9/16 by 51 9/16 in.

**£4,000 - 6,000**  
**€4,500 - 6,800**  
**US\$4,800 - 7,200**

**Provenance**

M. Knoedler & Co., Inc., New York  
Dr. Maury P. Leibovitz Collection, New York (acquired from the above  
in 1989)  
Private Collection, US  
Thence by descent to the present owner





22 \*

**GRACE HARTIGAN (1922-2008)**

*Untitled*

1957

signed and dated '57  
watercolour, ink and paper collage on card

*Image:* 18 by 22.6 cm.  
7 1/16 by 8 7/8 in.

*Sheet:* 28.7 by 33 cm.  
11 5/16 by 13 in.

£5,000 - 7,000  
€5,700 - 7,900  
US\$6,000 - 8,400

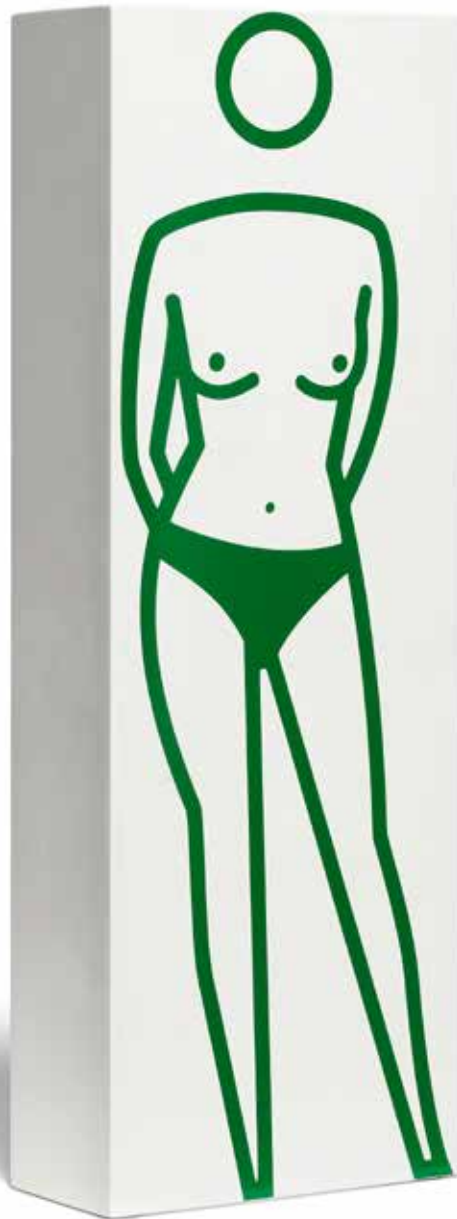
**Provenance**

Private Collection, Sweden

Sale: Garpenhus Auktioner AB, Malmö, 24 May 2020, Lot 1358370

Acquired directly from the above by the present owner





23 AR

**JULIAN OPIE (B. 1958)**

*Christine Pants*

2000

signed and dated on the underside  
paint and vinyl on wood

30.3 by 10.5 by 5 cm.

11 15/16 by 4 1/8 by 1 15/16 in.

This work was executed in 2000 and is unique.

**£2,000 - 3,000**

**€2,300 - 3,400**

**US\$2,400 - 3,600**

**Provenance**

Private Collection, UK

Alan Cristea Gallery, London

Acquired directly from the above by the present owner in 2004



24 AR

**DAMIEN HIRST (B. 1965)**

*Incinerate Me*

2016

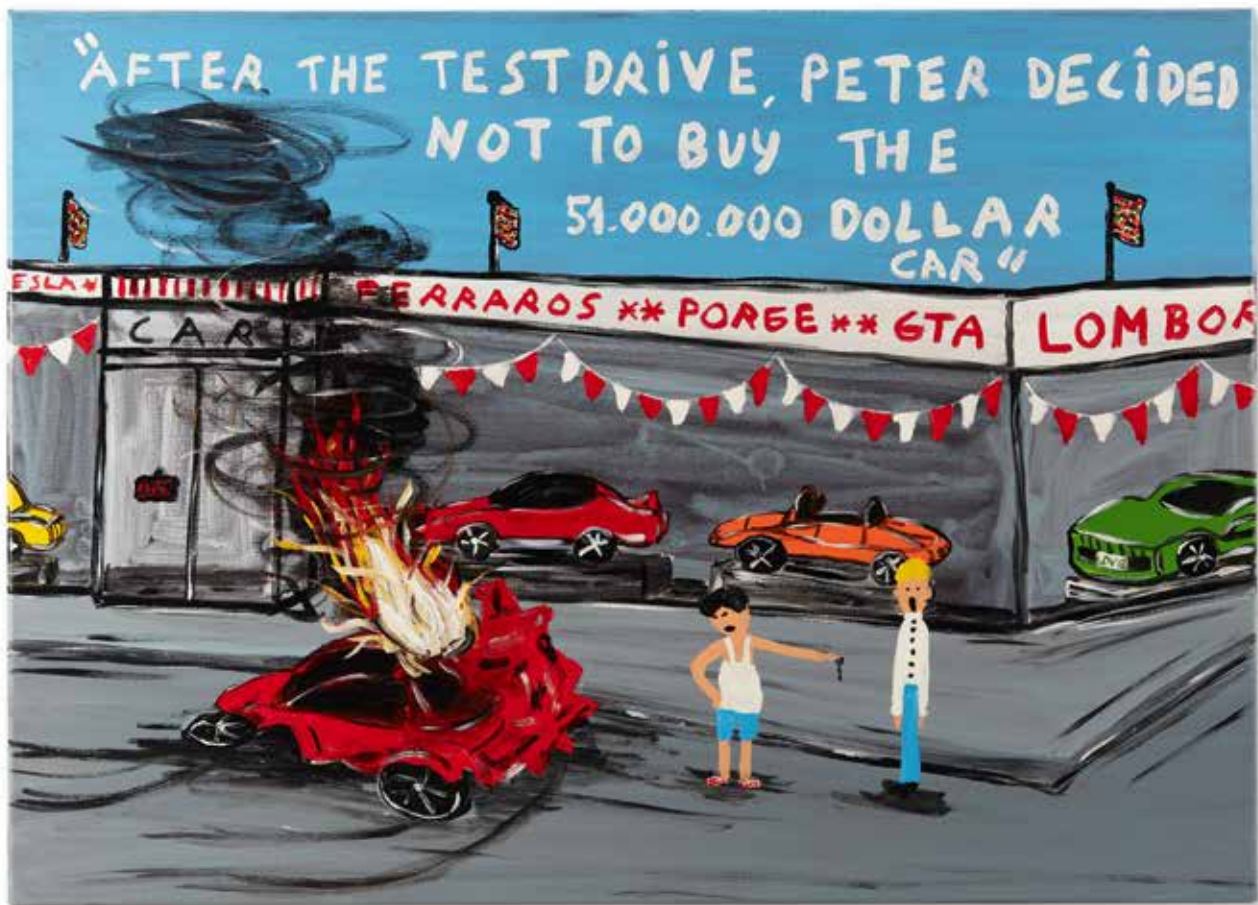
signed, titled and dated 2016 on the underside of the base  
acrylic, MDF and medical waste

20 by 20 by 20 cm.  
7 7/8 by 7 7/8 by 7 7/8 in.

£25,000 - 35,000  
€28,000 - 40,000  
US\$30,000 - 42,000

**Provenance**

Sale: Cure<sup>3</sup>, London, Cure<sup>3</sup>, 15 March 2017, Lot 24  
Acquired directly from the above by the present owner



25 \* AR

**ALBERT WILLEM (B. 1979)**

*After the Test Drive, Peter decided not to buy the  
51,000,000 Dollar Car*  
2021

signed and dated 2021 on the reverse  
oil on linen

50 by 70 cm.  
19 11/16 by 27 9/16 in.

£7,000 - 10,000  
€7,900 - 11,000  
US\$8,400 - 12,000

**Provenance**

Private Collection, France (acquired directly from the artist)





26 \* AR

**FILIPP JENIKAE (B. 1987)**

*Hakeem vs Ewing*

2022

signed, stamped twice with the artist's name and dated 2022 on the reverse; stamped three times with the artist's name on the stretcher  
acrylic on linen

134.4 by 78 cm.

52 15/16 by 30 11/16 in.

£3,000 - 5,000

€3,400 - 5,700

US\$3,600 - 6,000

#### Provenance

Private Collection, France (acquired directly from the artist)

27 AR TP

**STIK (B. 1979)**

*Untitled*

2010-2011

acrylic on plasterboard

226.2 by 140.5 cm.

89 1/16 by 55 5/16 in.

This work was executed in 2010-2011 and was a commissioned indoor mural, Richmond Road, Hackney.

**£80,000 - 120,000**

**€91,000 - 140,000**

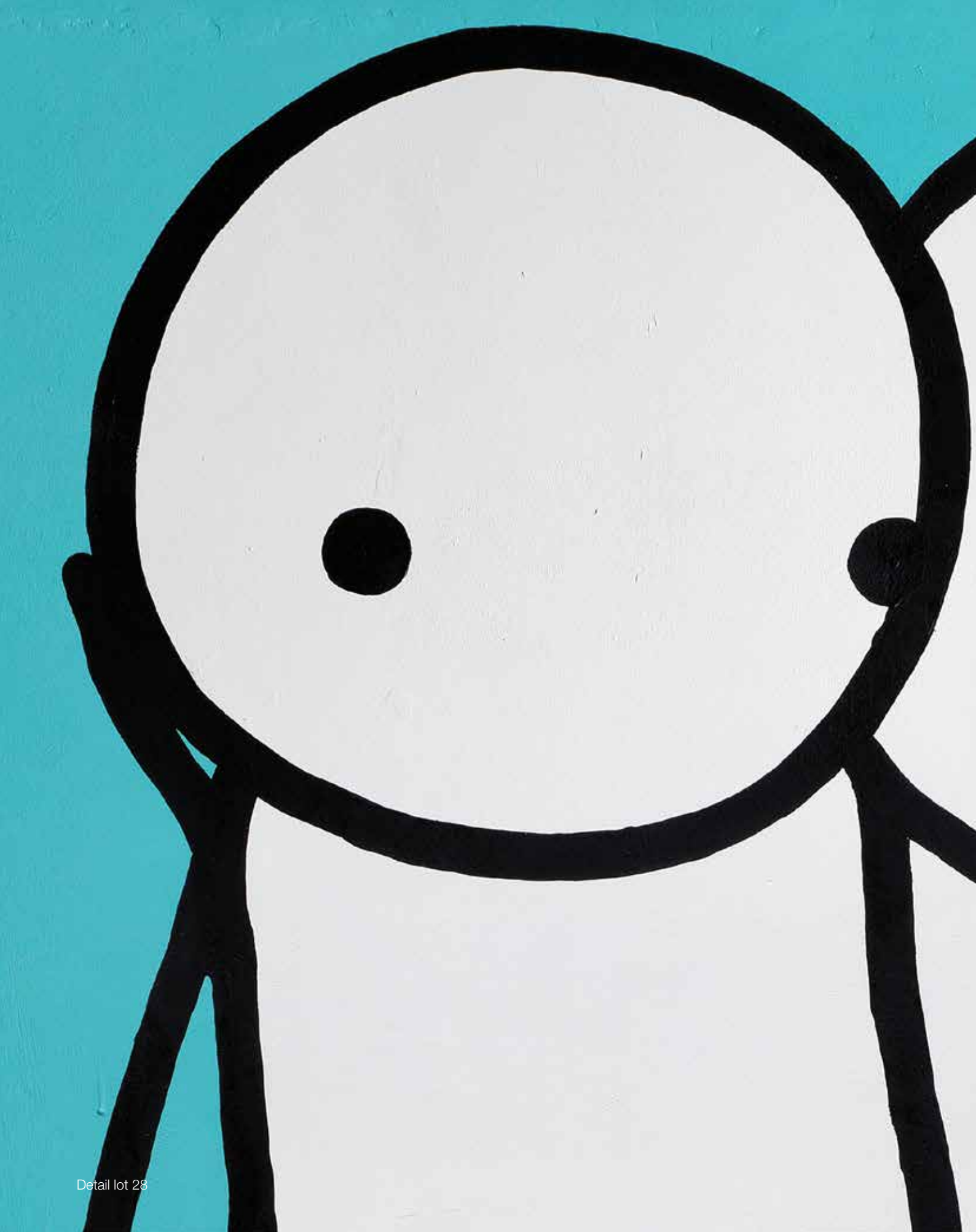
**US\$96,000 - 140,000**

**Provenance**

Private Collection, UK (acquired directly from the artist)









28 AR

**INVADER (B. 1969)**

*ALIAS PA-376*

2001-2008

incised with the artist's signature; engraved with the title, date and inscription *LOCATION RUE DE POITOU / RUE SAINTONGE / PARIS PA-376 DATE OF INVASION FEBRUARY 11 2001 SCORE 10 POINTS* on the reverse  
ceramic tiles in resin and laminated ID card

25 by 33.7 by 4 cm.

9 13/16 by 13 1/4 by 1 9/16 in.

£30,000 - 50,000

€34,000 - 57,000

US\$36,000 - 60,000

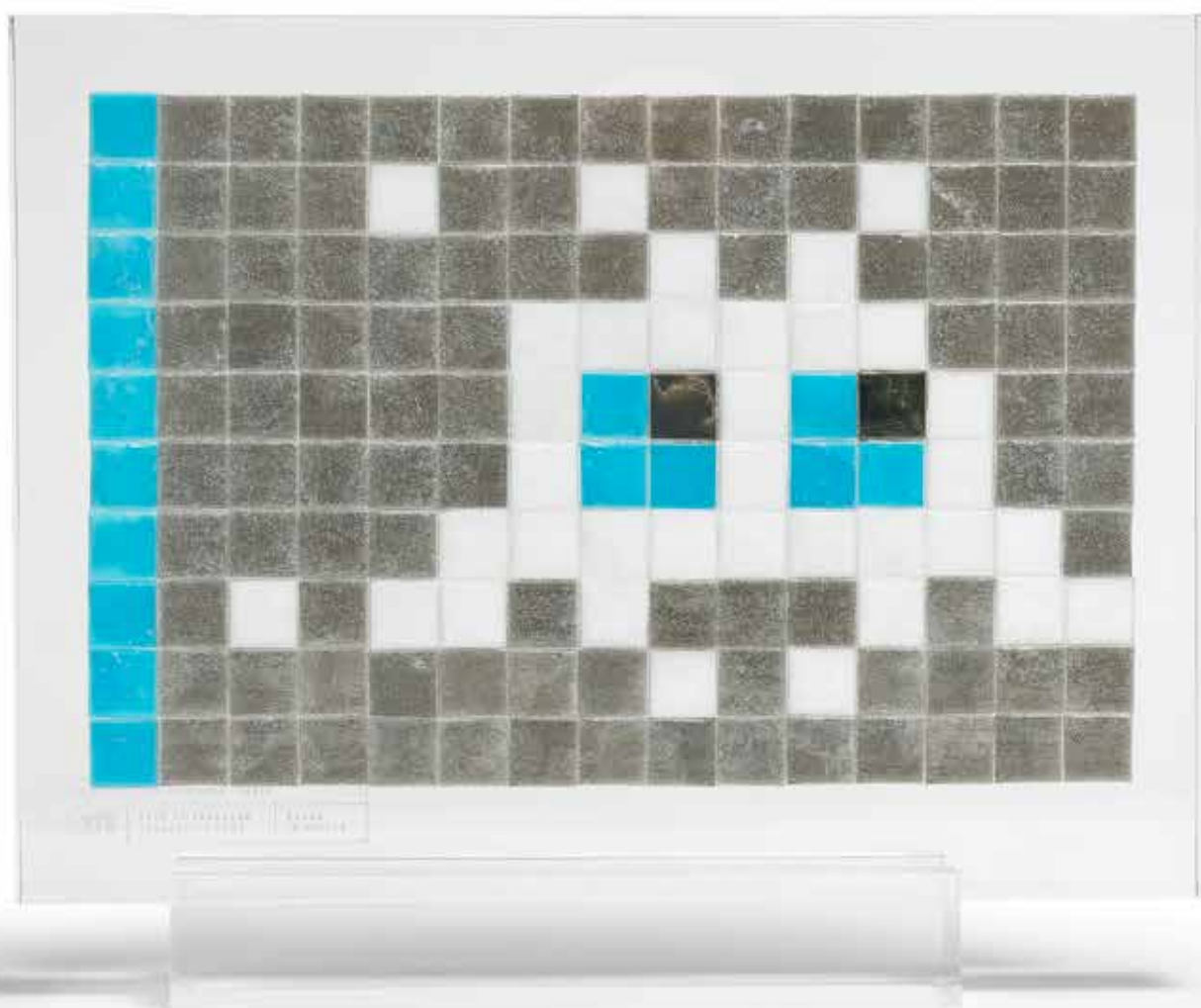
**Provenance**

Private Collection, UK (acquired directly from the artist in 2008)



The street version of *Alias PA-376*, installed on the corners of Rue de Poitou and Rue Saintonge, Paris





29 \* TP

**RICHARD HAMBLETON (1952-2017)**

*Standing Shadowman*

2012

signed

acrylic on found metal and wood door

270 by 127 by 7 cm.

106 5/16 by 50 by 2 3/4 in.

This work was executed in 2012.

**£130,000 - 180,000**

**€150,000 - 200,000**

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

**Provenance**

Private Collection, New York (acquired directly from the artist)

Shin Gallery, New York (acquired directly from the above)



Richard Hambleton painting the present work





## RICHARD HAMBLETON: MELDING THE CITY INTO THE SHAPE OF A CANVAS

BY EKin ERKAN, SHIN GALLERY

The Canadian-born artist Richard Hambleton (June 23, 1952 – October 29, 2017), colloquially known as the “Godfather of *street art*” amongst insiders, was a fixture in Manhattan during the early 1980s. Hambleton’s retinue included Keith Haring and Jean-Michel Basquiat, all tragic figures in their own right, initially scrounging in poverty whilst following their passion amongst scrawled walls and cragged sidewalk that they bent in the shape of a canvas. Today, we all know the names Banksy, Kaws, and Shepard Fairey; if one is better informed, they may even know the stencil-based street artist, Blek Le Rat. But without Hambleton, none of these artists—all of whom pay homage to and exalt Hambleton in interviews and art practice—would have developed their own unique street art lexicon.

Hambleton gained a cult following with his splattered, adumbrated images of outlined figures on buildings throughout the Lower East Side. Hambleton was truly one of the bohemian spirits threading through the downtown scene—frail, even ghastly, stumbling but never dropping the buckets of black paint he balanced in his fingers, alongside a handy paintbrush. The brush-and-bucket, not the aerosol can, were his tools par excellence. Hambleton’s early public art from 1976 to 1978 included the *Image Mass Murder*, a predecessor to the *Shadowman* works. In the former, Hambleton would paint a police “chalk” outline around bodies of volunteer “homicide victims”. He would then drip flecks of bright crimson paint on the outline, the result being a realistic-looking crime scene. Some read these as critiques of police, others as a documentary process of the city’s malefactions. Hambleton subsequently trekked through 15 major cities across the United States and Canada where he produced these outlines, showing an undoubtedly prolific discipline. Then came the *Shadowman* pieces, clandestinely executed with expressive flourishes of speedy brushwork. Highly stylized, life-size figures and animals, these were charted on derelict structures—again, first in downtown Manhattan and then internationally. Hambleton’s *Shadowman* even adorned the Berlin Wall.

Hambleton was a fixture on the East Village gallery scene, but following the mid-’80s, he disappeared for a time. Hambleton retreated to his studio on the corner of Grand St. and Orchard St. to develop a distinctive form of gestural abstraction inspired by nature and the nineteenth century American *Luminists*, teeming with mellifluous pools of color. This marked something of a turn away from the urban environment and *street art* proper, as evinced by his

late-career “The Beautiful Paintings” 2007 solo exhibition. Unfortunately, during this period he was diagnosed with skin cancer and took to self-medicating.

In 2012, Hong Gyu Shin opened Shin Gallery, across the street from Richard Hambleton’s studio. During the early days of the gallery, which now spans three gallery rooms, Hambleton would visit the gallery regularly. He would usually arrive around 6:10 PM, 20 minutes prior to the gallery’s closing. Shin had a makeshift bedroom downstairs, and the two would discuss art history and the downtown scene at length. Hambleton, ever-opinionated, introduced Shin to many of the bastions of *contemporary art*, unspooling tales of his time at Club 57 and how Hambleton and his good friend Basquiat would trade artworks with one another. Each evening, Hambleton would mount his meager children’s bicycle and peddle over to the gallery, propping it against the gallery’s glass door before spending hours into the evening exchanging such tales with Shin.

One day, Hambleton, increasingly destitute and afflicted by addiction, was evicted from his studio. He had been unable to pay his rent. The artist was still sharp but had become something of a loner. Left with nowhere to work and no friends who would help him, Shin stepped in and offered to let Hambleton use the gallery as a makeshift studio after hours. Every evening, the gallery staff would dismount the artworks exhibited to clear a space for Hambleton to work and, each morning, reinstall the works. By the time Shin would go to bed downstairs, Hambleton would have just propped up a blank, pallid canvas. When he woke, the canvases showed dazzling images—Shin recalls, in particular, one particularly captivating painting of an energetic rodeo with a horse buoyantly jumping.

Consigned by Hong Gyu Shin, *Standing Shadowman* is executed in acrylic on a steel door. It is an example of Hambleton’s idiosyncratic *Shadowman* paintings. The tradition of using the door as a canvas is tried and true—e.g., Basquiat’s 1985 painting *Sam F*, featuring a suit-jacketed man in a wheelchair, painted on an apartment door. This piece not only shows a *street* artist at his peak maturity but also speaks to Hambleton’s choice material—the urban surroundings which he cultivated into canvases.

Right page:  
Detail lot 29

LOVE for CT ROCK2





30

**KAWS (B. 1974)**

*Untitled (Running Chum)*

2001

signed and dated 01 on the reverse

acrylic on canvas in blister package with printed card

59 by 48.5 cm.

23 1/4 by 19 1/8 in.

£70,000 - 100,000

€79,000 - 110,000

US\$84,000 - 120,000

**Provenance**

Private Collection, UK

Acquired from the above by the present owner in 2008

**Exhibited**

London, Elmslesters Gallery, KAWS: #@!\*\$., 2002



Reverse of the present work





**BILL VIOLA (B. 1951)***Ablutions*

2005

Colour video diptych on two flat panel displays mounted vertically on wall

7:01 minutes

Performers: Jeff Mills, Lisa Rhoden

102 by 122 by 10.8 cm.

40 3/16 by 48 1/16 by 4 1/4 in.

This work was executed in 2005 and is number 2 from an edition of 7, plus 1 artist's proof.

**£70,000 - 100,000****€79,000 - 110,000****US\$84,000 - 120,000**

This work is accompanied by a certificate of authenticity.

**Provenance**

James Cohen, New York

Private Collection

Sale: Sotheby's, London, *Contemporary Curated*, 24 November 2020, Lot 126

Acquired directly from the above by the present owner

**Exhibited**New York, James Cohen, *Bill Viola*, 2005 (another example exhibited)Bern, Kunstmuseum Bern and Cathedral of Bern, *Bill Viola: Passions*, 2014 (another example exhibited)Uppsala, Uppsala Cathedral, *Bill Viola, Visitation Reformation*, 2017 (another example exhibited)Philadelphia, Barnes Foundation, *I Do Not Know What It Is I Am Like: The Art of Bill Viola*, 2019 (another example exhibited)

From one of the most pioneering artists of the contemporary period whose name is synonymous with the *Video Art* movement, *Ablutions* is a timeless and captivating work of art whose religiosity and humanity deliver an unwavering sense of Bill Viola's celebrated oeuvre. A key chapter of his seminal seven-part *Purification* series – made up of *The Approach*, *The Arrival*, *The Disrobing*, *Ablutions* (presented here), *Basin of Tears*, *The Dowsing* and *Dissolution* – this work stands alone as an eerie and transfixing piece of pure beauty that was created in response to Wagner's opera *Tristan und Isolde* in 2005, when Viola collaborated with Peter Sellars for his production at the Opéra national de Paris that year; a staging of the work that saw significant acclaim and multiple revivals in seasons since.

A twin-screen presentation, capturing the careful rinsing of palms and digits between a male and female subject over the course of seven minutes, *Ablutions* is presented in Viola's quintessential slowed frame rate that brings the most intimate and tender details to bear in an unsettling, thought-provoking work by the artist. Devoid of sound, the hypnotic simplicity of the performance feels heightened and intense, stirring images of devotion, of worship, and catharsis. As a work of art set against Wagner's opera, Viola's *Ablutions* takes a symbolic function: it reveals the inner realisation of love in the mind of the lovers that can only be achieved through a process of joint cleansing and sacrifice. As the artist commented

on his response to the opera: "Richard Wagner's *Tristan und Isolde* is the story of a love so intense and profound that it cannot be contained in the material bodies of the lovers. In order to fully realize their love, Tristan and Isolde must ultimately transcend life itself. [...] They trace the movement of human consciousness through one of its most delicate, poignant states: the surrender to an absolute, all-consuming love. [...] Act I presents the theme of Purification, the universal act of the individual's preparation for the symbolic sacrifice and death required for the transformation and rebirth of the self" (the artist in: Giuliano Picchi, 'Bill Viola, Tristan und Isolde', *Scenography Today*, 18 October 2018, Online).

*Ablutions* is a significant and wonderfully compelling work that takes one of the greatest operas ever composed as its inspiration. Viola nonetheless maintains a distance from the grand narrative of Wagner's masterpiece, and in the present work we see the artist's mastery in full flow, conjuring Renaissance painting as readily as sacred gestures. An artist who has defined *Video Art*, being one of the first to use digital technology at its emergence, Bill Viola's practice has unquestionably shaped the landscape of contemporary art and film, and his works reside in global museum collections that include the Chicago Art Institute; the Fondation Cartier, Paris; the Kunstmuseum Basel; The Redtory Museum of Contemporary Art, Guangzhou; and the Tate Collection, London.



Bill Viola, *Ablutions*, 2005. Color video diptych.  
Photo: Kira Perov © Bill Viola Studio





32 \*

**KIM DORLAND (B. 1974)**

*Beer + Pussy*  
2006

*Each panel:* signed, titled, dated 2006 and variously inscribed on the turnover edge; signed, titled, dated 2006, numbered KD78 and variously inscribed on the reverse  
oil, acrylic and spray paint on canvas and wood; in two parts

*Each panel:* 183 by 122 cm.  
72 1/16 by 48 1/16 in.

*Overall:* 183 by 244 cm.  
72 1/16 by 96 1/16 in.

£6,000 - 8,000  
€6,800 - 9,100  
US\$7,200 - 9,600

#### Provenance

Galleria Giovanni Bonelli, Milan  
Acquired directly from the above by the present owner



33 \* AR TP

**CLARE WOODS (B. 1972)**

*The Manster*  
2004

signed, titled, dated 2004 and inscribed CW-04 on the reverse  
enamel on aluminium

218.5 by 150 cm.  
86 by 59 1/16 in.

£6,000 - 8,000  
€6,800 - 9,100  
US\$7,200 - 9,600

**Provenance**

Pilar Parra, Madrid

Acquired directly from the above by the present owner in 2005

34 \*

**FEDERICO HERRERO (B. 1978)**

*Untitled (Made in Tokio Japan)*

2004

signed with the artist's initial, titled, dated 2004 and variously inscribed on the reverse  
oil, acrylic, spray paint and felt tip pen on canvas

80.5 by 100 cm.

31 11/16 by 39 3/8 in.

**£7,000 - 10,000**

**€7,900 - 11,000**

**US\$8,400 - 12,000**

**Provenance**

Galería Juana de Aizpurú, Madrid

Acquired directly from the above by the present owner in 2006





35 AR

**ANTONIO SAURA (1930-1998)**

*Portrait*

1960

signed and dated 60  
oil on canvas

73.3 by 62.2 cm.  
28 7/8 by 24 1/2 in.

**£25,000 - 35,000**

**€28,000 - 40,000**

**US\$30,000 - 42,000**

This work is registered in the *Archives Antonio Saura Foundation*, Geneva, under no. RIMT@VERT.01.1960.

This work will be included in the forthcoming *Catalogue Raisonné* being prepared by the *Archives Antonio Saura Foundation*, Geneva.

**Provenance**

Biosca, Madrid

Acquired from the above by the previous owner in 1961

Thence by descent to the present owner

**Exhibited**

Norwich, Norwich Castle Museum, *Fine Paintings from East Anglia*, 1964, no. 59





36 \* AR

**MANUEL RIVERA (1927-1995)**

*Metamorfosis (Gris)*

1960

signed, titled, dated 1960 and inscribed in Spanish *LIGHT WITH NATURAL OR INDIRECT LIGHT / TO AVOID SHADOWS / BASE* on the reverse  
mesh, wire and metal on wood

100.3 by 79.8 by 13 cm.

39 1/2 by 31 7/16 by 5 1/8 in.

**£35,000 - 55,000**

**€40,000 - 62,000**

**US\$42,000 - 66,000**

With our thanks to Alfonso de la Torre, author of the *Catalogue Raisonné of Paintings, 1943 - 1994* by Manuel Rivera.

**Provenance**

Pierre Matisse Gallery, New York (ST9267)

Acquavella Modern Art, Reno (#2120)

Alfred Hoh Collection, Germany

Horst Bittmann Collection, Germany

Galerie Arnés y Röpke, Madrid

Private Collection, Madrid (acquired circa 1995)

Thence by descent to the present owner

**Literature**

Miguel Logroño, *1956-1981 Manuel Rivera: Los dos lados del espejo*, Madrid 1981, p. 54, listed

Marisa Rivera, *Aproximación a un Catálogo Razonado, 1943-1994*, Madrid 1997, p. 182, listed

Alfonso de la Torre, Manuel Rivera, *Catálogo Razonado de Pinturas, 1943 - 1994*, Madrid 2009, p. 164, no. [228] P-60-13, illustrated in colour

**Exhibited**

New York, Pierre Matisse Gallery, *Manuel Rivera, Recent Paintings*, 1960, n.p., no. 9, illustrated in black and white

Essen, Museum Folkwang; Altenburg, Lindenau-Museum, *Metamorphosen - Espejos 1956 - 1966*, 1994. p. 103, no. 27, illustrated in colour

Santa Cruz de Tenerife, Espacio Cultural Caja Canarias, *El Paso. La descomposición de las formas*, 2007, p. 101, illustrated in colour

Granada, José Guerrero Center, *Manuel Rivera. From Granada to New York (1946-1960)*, 2012, p. 51, illustrated in colour





37 AR

**CHRISTO (1935-2020)**

*Cratère*

1959

signed and dated 59; signed and dated 59 on the reverse  
enamel paint, glue, sand, paint and canvas on board, in an artist's  
frame

62.2 by 74.6 cm.

24 1/2 by 29 3/8 in.

**£7,000 - 10,000**

**€7,900 - 11,000**

**US\$8,400 - 12,000**

#### **Provenance**

Collection of the artist, Paris

Private Collection, Europe

Marcel Fleiss, Paris

Anneli Juda, London (CH0341)

Acquired directly from the above by the present owner in 2015

#### **Exhibited**

London, Juda Rowan Gallery, *Christo: Objects, Collages and Drawings 1958-1984*, 1984

London, Anneli Juda Fine Art, *Christo and Jeanne-Claude: 40 Years - 12 Exhibitions*, 2011, p. 53, illustrated in colour





38 AR

**MIMMO ROTELLA (1918-2006)**

*Untitled*

1958

signed, dated, dedicated and inscribed *Teresa Roma 17-4-58*  
décollage on cardboard

36 by 29 cm.

14 3/16 by 14 3/16 in.

£9,000 - 12,000

€10,000 - 14,000

US\$11,000 - 14,000

#### Provenance

Galleria del Leone, Venice

Private Collection, Europe

Sale: Christie's, Paris, *Art Contemporain*, 3 December 2014, Lot 171

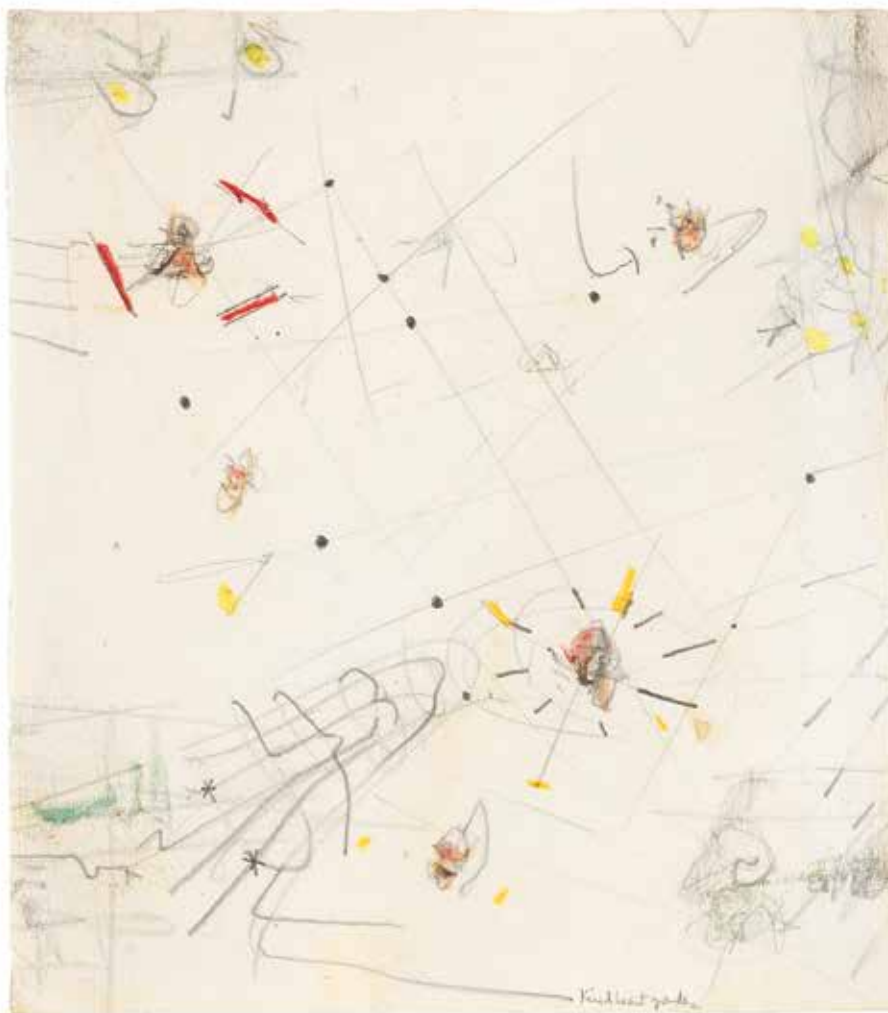
Acquired directly from the above by the present owner

#### Exhibited

London, Robilant + Voena, *Mimmo Rotella*, 2015, pp. 81, 204, no. 35,  
illustrated in colour

#### Literature

Germano Celant, *Mimmo Rotella: Catalogo ragionato. Volume primo 1944-1961. Tomo II*, Milan 2016, p. 372, no. 1958 092, illustrated  
in colour



39 AR

**ROBERTO MATTA (1911-2002)**

*Kindheart garden*

*circa 1950*

titled; variously inscribed on the reverse  
pencil and coloured pencil on paper

20.3 by 17.8 cm.

8 by 7 in.

This work was executed *circa* 1950.

£3,500 - 5,500

€4,000 - 6,200

US\$4,200 - 6,600

This work is registered in the *Archives de l'Œuvre de Matta*, Tarquinia/Paris, and is accompanied by a photo-certificate of authenticity issued by Madame Germana Ferrari Matta.

**Provenance**

Max Clarac-Serou Collection, Paris

Merton D. Simpson Gallery Inc., New York (#9435)

Francis A. Nauman Fine Art LLC., New York

Private Collection, France

Sale: Aguttes, Paris, *Art contemporain*, 30 March 2007, Lot 206

Acquired directly from the above by the present owner



40 AR

**ROBERTO MATTA (1911-2002)**

*The Yetless*

*circa 1950*

titled

pencil and coloured pencil on paper

20.3 by 17.8 cm.

8 by 7 in.

This work was executed *circa* 1950.

£3,500 - 5,500

€4,000 - 6,200

US\$4,200 - 6,600

This work is registered in the *Archives de l'Œuvre de Matta*, Tarquinia/ Paris, and is accompanied by a photo-certificate of authenticity issued by Madame Germana Ferrari Matta.

**Provenance**

Max Clarac-Serou Collection, Paris

Merton D. Simpson Gallery Inc., New York (#9435)

Francis A. Nauman Fine Art LLC., New York

Private Collection, France

Sale: Aguttes, Paris, *Art contemporain*, 30 March 2007, Lot 207

Acquired directly from the above by the present owner





41 AR

**JEAN LEPIEN (1910-1991)**

*Untitled*

1952

signed and dated 52; signed with the artist's initials, dated and numbered 8/52 LVIII and variously inscribed on the reverse  
oil on board

100 by 77.8 cm.

39 3/8 by 30 5/8 in.

£3,500 - 5,500

€4,000 - 6,200

US\$4,200 - 6,600

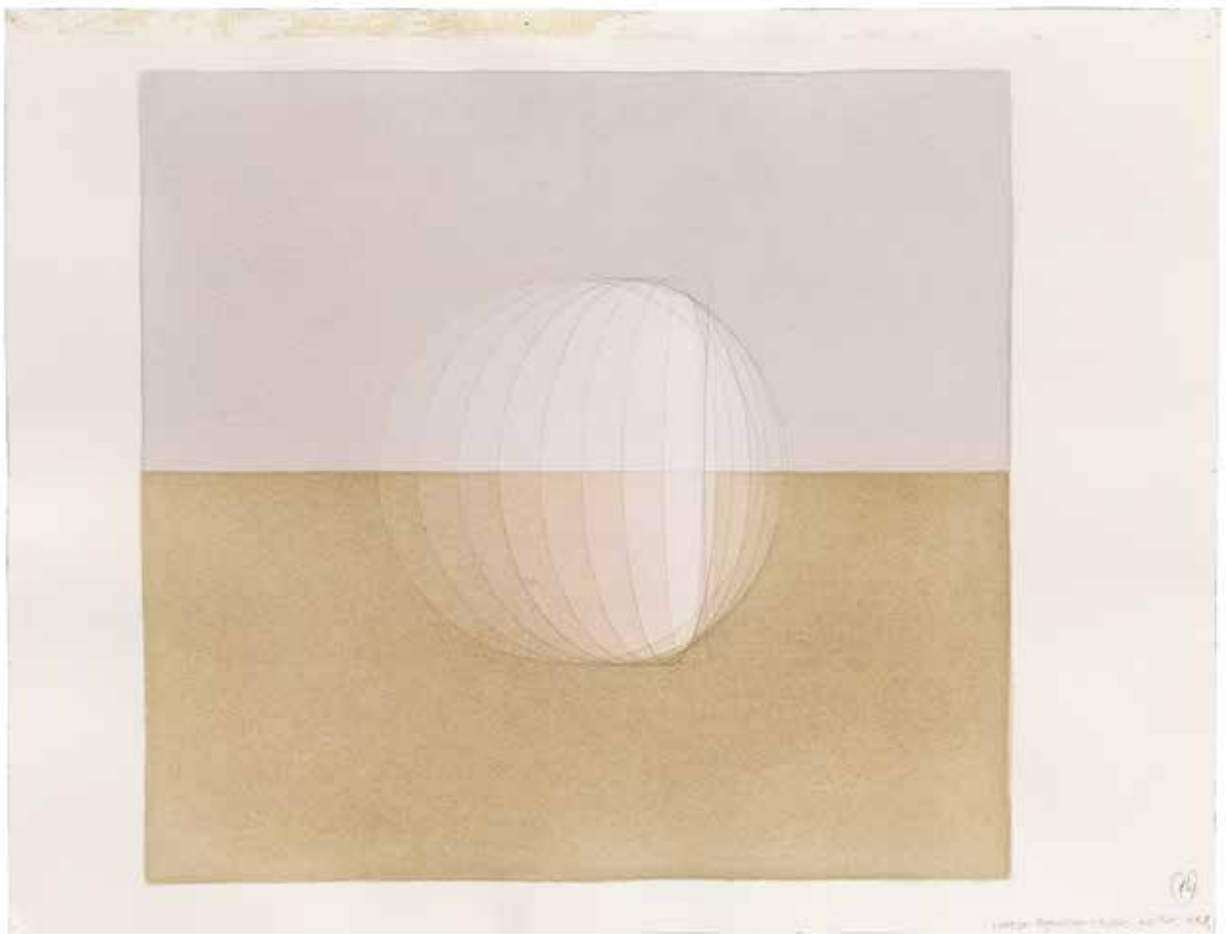
**Provenance**

Dombrowsky Collection, Europe

Monsieur André Bloc Collection, Boulogne

Private Collection, Europe (acquired from the above *circa* 1960s)

Acquired from the above by the present owner in 2017



42

**OLAFUR ELIASSON (B. 1967)**

*Horizon study (orange)*

2011

numbered 14 and inscribed *100920-Progression studies-positive NR8*; signed and dated 2011 on the reverse  
watercolour and pencil on paper

31 by 40.7 cm.  
12 3/16 by 16 in.

**£6,000 - 8,000**

**€6,800 - 9,100**

**US\$7,200 - 9,600**

#### **Provenance**

Acquired directly from the artist by the present owner in 2014

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### ENQUIRIES

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### GIORGIO DE CHIRICO (1888-1978)

*Vita silente*  
signed 'G. de Chirico' (lower right)  
38.3 x 55.5cm (15 1/16 x 21 7/8in).  
Painted in Paris in 1931  
£40,000 - 60,000 \*

\* 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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### CONTACT

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### LÉON TUTUNDJIAN (1906-1968)

*Masque jaune*  
oil on canvas  
circa 1950

€120,000-180,000 \*

# Bonhams

AUCTIONEERS SINCE 1793



33/200  
pumpkin 2000  
Yayoi Kusama

## Call to Consign Hot Off the Press

New Bond Street, London | 19 April 2023



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hotoffthepress@bonhams.com  
[bonhams.com/prints](https://bonhams.com/prints)

### YAYOI KUSAMA (JAPANESE, BORN 1929)

*Pumpkin 2000*

Screenprint in colours, 2000, on wove paper,  
signed, titled, dated and numbered 33/200 in  
pencil, published by Serpentine Gallery, London  
**£20,000 - 30,000 \***

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

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**1978 JOHN PLAYER SPECIAL LOTUS-COSWORTH TYPE 79**

Chassis no. '79/4' aka 'JPS22'

**\$6,500,000 - 9,500,000 \***



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*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 you as 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*, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot’s* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams’* reasonable opinion as to the *Lot’s* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

#### *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 the *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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams’* reputation.

#### *Bidding in person*

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as 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*

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the *Bonhams* App or [www.bonhams.com](http://www.bonhams.com). Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/ HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

#### Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

**You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.**

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, 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. Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

#### 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 including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/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. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this Sale.

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

Under 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 on each Lot purchased:

27.5% of the *Hammer Price* on the first £20,000; plus  
26% of the *Hammer Price* from £20,001 and up to £700,000; plus  
20% of the *Hammer Price* from £700,001 and up to £4,500,000; plus  
14.5% of the *Hammer Price* above £4,500,000

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

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

VAT may also be payable on the *Hammer Price* of the Lot, where indicated by a symbol beside the Lot number. See paragraph 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 exemption 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 UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). Buyers from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a Buyer, having registered under a non-UK address, decides that the item is not to be exported from the UK, 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 Account. If you do so, please quote your paddle number and invoice number as the reference. Our 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  
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 issued in the name of the Buyer (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. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (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. We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

#### 10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been 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 licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)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 UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply> or may be requested from:

Enquiries: [wildlife.licensing@apha.gov.uk](mailto:wildlife.licensing@apha.gov.uk)  
Applications: [CITESApplication@apha.gov.uk](mailto:CITESApplication@apha.gov.uk)  
Address: UK CITES Management Authority  
Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

#### 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.

## 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 for 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

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

### Corks and Ullages

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

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

### Bottling Details and Case Terms

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

CB – Chateau 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  | This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale. |
| 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 elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, \*, G, Ω, α see clause 8, V47, for details.

#### DATA PROTECTION – USE OF YOUR INFORMATION

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

#### APPENDIX 1

#### BUYERS SALE CONTRACT WITH SELLER

**IMPORTANT:** These terms may be changed in advance of the *Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, 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, it's 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 and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* 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 WARRANTIES AND 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 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 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* or on the *Bonhams* website, 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*.

#### 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 any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* 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 *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 after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be 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* beyond 7 days from the day of 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: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

#### 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 in full 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: (i) *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* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
- 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 should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 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.
- 7.5 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*.
- 7.6 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

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 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;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* 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 *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* 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 *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.
- 9 **THE SELLER'S LIABILITY**
- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* 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 *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* 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;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, 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 *Seller's* 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* 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.
- 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 Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

## 10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver 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 Seller's ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if 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.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the *Bidding 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.
- 10.5 If any term or any part of any term of the *Contract for Sale* 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.
- 10.6 References in the *Contract for Sale* to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 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.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, 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.

## 11 GOVERNING LAW

All transactions to which the *Contract for Sale* 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 place and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller 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.

## APPENDIX 2

### BUYER'S AGREEMENT WITH BONHAMS

**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 and following completion of our enquiries pursuant to paragraph 3.11;
- 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 AND BUYER WARRANTIES**
- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a Buyer's Premium in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions") and a "Sanctioned Party"; or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further
- 3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not

under investigation for neither have been charged nor convicted in connection with any criminal activity.

- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through Bonhams are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

#### 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, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our 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 in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions 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 3, 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 <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.		
6	<b>RESPONSIBILITY FOR THE LOT</b>		
6.1	Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.	8.1.4	any court, mediator, arbitrator or government body; and/or require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
6.2	Please note however, that under the <i>Contract for Sale</i> , the <b>risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</b>	8.2	The discretion referred to in paragraph 8.1:
7	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	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
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 unless otherwise provided below), 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> ):	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.
7.1.1	to terminate this agreement immediately for your breach of contract;	9	<b>FORGERIES</b>
7.1.2	to retain possession of the <i>Lot</i> ;	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	9.2	Paragraph 9 applies only if:
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;	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
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;	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
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;	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> .
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;	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
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;	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
7.1.9	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;	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.
7.1.10	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;	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and Expenses paid by you in respect of the <i>Lot</i> .
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.2	You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.
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.	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	10	<b>OUR LIABILITY</b>
8	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	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> .
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:	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:
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	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
8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	10.2.2	changes in atmospheric pressure; nor will we be liable for:
8.1.3	commence interpleader proceedings or seek any other order of	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 <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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 <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum
			you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
		10.4	You may wish to protect yourself against loss by obtaining insurance. 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	<b>BOOKS MISSING TEXT OR ILLUSTRATIONS</b>
			Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:
			the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and
			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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and
			within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> ; but not if:
			the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or
			the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> 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 <i>Lot</i> is a non-conforming <i>Lot</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; or
			the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or
			the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.
			If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .
			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 <i>Lot</i> , all rights and benefits under this paragraph will cease.
		12	<b>MISCELLANEOUS</b>
		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 (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) 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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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.
		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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
		12.7	The headings used in this agreement are for convenience only



- and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

### 13 GOVERNING LAW

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

### APPENDIX 3

#### DEFINITIONS AND GLOSSARY

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

#### LIST OF DEFINITIONS

**"Account"** the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

**"Additional Premium"** 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"** Any person considering, attempting or making a Bid, including those who have 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'* saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

#### GLOSSARY

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

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

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

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

**"warranty"**: a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

#### 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 condition 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."

# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

# Bonhams

**This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.**

## Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box ☐ Would you like to receive e-mailed information from us? if so please tick this box ☐

## Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g. - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

## If successful

I will collect the purchases myself ☐  
Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: Post War & Contemporary Art		Sale date: 16 March 2023	
Sale no. 28225		Sale venue: New Bond Street, London	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
<b>General Bid Increments:</b>			
£10 - 200 .....by 10s		£10,000 - 20,000 .....by 1,000s	
£200 - 500 .....by 20 / 50 / 80s		£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s	
£500 - 1,000 .....by 50s		£50,000 - 100,000 .....by 5,000s	
£1,000 - 2,000 .....by 100s		£100,000 - 200,000 .....by 10,000s	
£2,000 - 5,000 .....by 200 / 500 / 800s		above £200,000 .....at the auctioneer's discretion	
£5,000 - 10,000 .....by 500s			
<b>The auctioneer has discretion to split any bid at any time.</b>			
Customer Number		Title	
First Name		Last Name	
Company name (if applicable)			
Company Registration number (if applicable)			
Address			
		City	
Post / Zip code		County / State	
Telephone (mobile)		Country	
Telephone (landline)			
E-mail (in capitals)			
<b>Please answer all questions below</b>			
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners			
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.			
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement			
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>		If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>	

Please note that all telephone calls are recorded.

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# Index

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## A

Agrela, Ángeles  
Albers, Josef  
Anderson, Hurvin  
Auerbach, Frank

## B

Bayer, Herbert  
Bill, Max

## C

Childish, Billy  
Christo

## D

Dine, Jim  
Dorland, Kim

## E

Eliasson, Olafur

## H

Hambleton, Richard  
Hartigan, Grace  
Heizer, Michael  
Herrero, Federico  
Hirst, Damien  
Hodgkin, Howard

## I

Invader

## J

Jenikae, Filipp

## K

Kapoor, Anish 7, 8  
Katz, Alex 13  
Kaws 30  
Kossoff, Leon 10

## L

Law, Bob 17  
Leppien, Jean 41  
Lewitt, Sol 18, 19

## M

Matta, Roberto 39, 40

## O

Opie, Julian 12, 23

## R

Rivera, Manuel 36  
Rotella, Mimmo 38

## S

Saura, Antonio 35  
Stik 27

## V

Viola, Bill 31

## W

Walker, Caroline 1, 2  
Willem, Albert 6, 25  
Woods, Clare 33

5  
16  
4  
9

14  
15

3  
37

20  
32

42

29  
22  
21  
34  
24  
11

28

26



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